# Consulting and Technical Services+ (CATS+) Task Order Request for Proposals (TORFP)

# GOCCP GRANTS MANAGEMENT SYSTEM (GMS) DEVELOPMENT, ENHANCEMENT, AND SUPPORT

CATS+ TORFP # DEXB4400007



Governor's Office of Crime Control & Prevention (GOCCP)

Issue Date: March 14, 2014

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# **KEY INFORMATION SUMMARY SHEET**

This CATS+ TORFP is issued to obtain the services necessary to satisfy the requirements defined in Section 2 - Scope of Work. All CATS+ Master Contractors approved to perform work in the Functional Area under which this TORFP is released shall respond to this TORFP with either a Task Order (TO) Proposal to this TORFP or a Master Contractor Feedback form (See Section 3).

TORFP Title:	GOCCP Grants Management System (GMS) Development, Enhancement, and Support	
TO Project Number (TORFP #):	DEXB4400007	
Functional Area:	Functional Area 2 – Web and Internet Systems	
TORFP Issue Date:	03/14/2014	
Questions Due Date and Time:	04/17/2014 at 3:00 PM Local Time	
Closing Date and Time:	04/21/2014 at 3:00 PM Local Time	
TORFP Requesting Agency:	Governor's Office of Crime Control & Prevention (GOCCP)	
Send Questions and Proposals to:	Sarah Myers SMyers@goccp.state.md.us	
TO Procurement Officer:	Sarah Myers Office Phone Number: 410-821-2866 Office Fax Number: 410-339-3467	
TO Manager:	Shane Houghton Office Phone Number: 410-821-2862 Office Fax Number: 410-339-3467 e-mail address: SHoughton@goccp.state.md.us	
ТО Туре:	Fixed Price and Time and Materials	
Period of Performance:	3 years	
MBE Goal:	26 % with sub-goals for Women-owned of 8 %, African American-owned of 7 % and Hispanic American-owned of 0 %	
VSBE Goal:	0%	
Small Business Reserve (SBR):	No	
Primary Place of Performance:	TO Contractor's Place of Business	
TO Pre-proposal Conference:	Maryland Department of Transportation (MDOT) Headquarters 7201 Corporate Center Hanover, Maryland 21076 04/02/2014 at 11:00 AM/PM Local Time See Attachment 6 for directions.	

# **SECTION 1 - ADMINISTRATIVE INFORMATION**

#### 1.1 TORFP SUBJECT TO CATS+ MASTER CONTRACT

In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS+ RFP issued by the Maryland Department of Information Technology (DoIT) and subsequent Master Contract Project Number 060B2490023, including any amendments.

All times specified in this document are local time, defined as Eastern Standard Time or Eastern Daylight Time, whichever is in effect.

# 1.2 ROLES AND RESPONSIBILITIES

Personnel roles and responsibilities under the TO:

- <u>TO Procurement Officer</u> The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement scope issues, and for authorizing any changes to the TO Agreement.
- <u>TO Manager</u> The TO Manager has the primary responsibility for the management of the work performed under the TO Agreement; administrative functions, including issuing written directions; ensuring compliance with the terms and conditions of the CATS+ Master Contract.
  - The TO Manager will assign tasks to the personnel provided under this TORFP and will track and monitor the work being performed through the monthly accounting of hours deliverable for work types; actual work produced will be reconciled with the hours reported.
- <u>TO Production Manager</u> The TO Production Manager executes the directives of the TO Manager and makes decisions regarding the day-to-day operation of the TO Agreement.
  - The TO Production Manager will interface with Proposed Personnel to deliver work requirements. When Proposed Personnel have questions, the TO Production Manager will determine what SME should provide an answer, get that answer and then deliver it to the Proposed Personnel.
- <u>TO Contractor</u> The CATS+ Master Contractor awarded the TO Agreement. The TO Contractor shall provide human resources as necessary to perform the services described in this TORFP Scope of Work.
- <u>TO Contractor Manager</u> TO Contractor Manager will serve as primary point of contact with the TO Manager to regularly discuss progress of tasks, upcoming tasking, historical performance, and resolve any issues that may arise pertaining to the TO Contractor support personnel. The TO Contractor Manager will serve as liaison between the TO Manager and the senior TO Contractor management.
  - The TO Contractor will provide invoices as specified under Section 2.12 Invoicing. The TO Contractor is responsible for making payments to the TO Contractor personnel.
- <u>TO Support Personnel</u> Any resource provided by the TO Contractor in support of this TORFP over the course of the TORFP period of performance.

• <u>Proposed Personnel</u> – Any individual named in the TO Proposal by the Master Contractor to perform work under the scope of this TORFP. Proposed personnel shall start as of TO Agreement issuance unless specified otherwise.

#### 1.3 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 TO Agreement, 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 TO Financial Proposal.

# 1.4 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 inbox.

# 1.5 ORAL PRESENTATIONS/INTERVIEWS

All Master Contractors meeting minimum qualifications, and proposed staff, will be required to make an oral presentation to State representatives, the format of which will be determined and conveyed to the Master Contractors in advance. The TO Procurement Officer will notify Master Contractor of the time, place, and format of oral presentations.

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 TO Agreement is awarded to the Master Contractor.

Additional details regarding the oral presentation process and down-selects are described in Section 4.3 Selection Procedures.

# 1.6 QUESTIONS

All questions must be submitted via email to the TO Procurement Officer no later than the date and time indicated in the Key Information Summary Sheet. Answers applicable to all Master Contractors will be distributed to all Master Contractors who are known to have received a copy of the TORFP.

Answers can be considered final and binding only when they have been answered in writing by the State.

#### 1.7 TO PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held at the time, date and location indicated on the Key Information Summary Sheet. Attendance at the pre-proposal conference is not mandatory, but all Offerors are encouraged to attend in order to facilitate better preparation of their proposals.

Seating at pre-proposal conference will be limited to two (2) attendees per company. Attendees should bring a copy of the TORFP and a business card to help facilitate the sign-in process.

The pre-proposal conference will be summarized in writing. As promptly as is feasible subsequent to the pre-proposal conference, the attendance record and pre-proposal summary will be distributed via email to all 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 please email the TO Procurement Officer indicating your planned attendance no later than three (3) business days prior to the pre-proposal conference. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, please contact the TO Procurement Officer no later than five (5) business days prior to the pre-proposal conference. GOCCP will make reasonable efforts to provide such special accommodation.

# 1.8 CONFLICT OF INTEREST

The TO Contractor awarded the TO Agreement shall provide IT technical and/or consulting services for State agencies or component programs with those agencies, and shall do so impartially and without any conflicts of interest. Each Master Contractor shall complete and include with its TO Proposal a Conflict of Interest Affidavit and Disclosure in the form included as Attachment 4 of this TORFP. 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.

By submitting a Conflict of Interest Affidavit and Disclosure, the Master Contractor shall be construed as certifying all personnel and subcontractors are also without a conflict of interest as defined in COMAR 21.05.08.08A.

# 1.9 LIMITATION OF LIABILITY

The TO Contractor's liability is limited in accordance with Section 27 of the CATS+ Master Contract. TO Contractor's liability for this TORFP is limited to 2 times the total TO Agreement amount.

#### 1.10 CHANGE ORDERS

If the TO Contractor is required to perform work beyond the scope of Section 2 of this TORFP, or there is a work reduction due to unforeseen scope changes, a TO Change Order is required. The TO Contractor and TO Manager shall negotiate a mutually acceptable price modification based on the TO Contractor's proposed rates in the Master Contract and scope of the work change. No scope of work changes shall be performed until a change order is approved by DoIT and executed by the TO Procurement Officer.

#### 1.11 TRAVEL REIMBURSEMENT

Expenses for travel performed in completing tasks for this TORFP shall be reimbursed in accordance with the CATS+ Master Contract and only with prior approval by the TO Manager.

# 1.12 MINORITY BUSINESS ENTERPRISE (MBE)

This TORFP has MBE goals and sub-goals as stated in the Key Information Summary Sheet above.

A Master Contractor that responds to this TORFP shall complete, sign, and submit all required MBE documentation at the time of TO Proposal submission (See Attachment 2 Minority Business Enterprise Forms and Section 3 Task Order Proposal Format and Submission Requirements). Failure of the Master Contractor to complete, sign, and submit all required MBE documentation at the time of

# TO Proposal submission will result in the State's rejection of the Master Contractor's TO Proposal.

#### 1.12.1 MBE PARTICIPATION REPORTS

GOCCP will monitor both the TO Contractor's efforts to achieve the MBE participation goal and compliance with reporting requirements.

- A) Monthly reporting of MBE participation is required in accordance with the terms and conditions of the CATS+ Master Contract by the 15th day of each month.
- B) The TO Contractor shall provide a completed MBE Prime Contractor Paid/Unpaid MBE Invoice Report (Attachment 2, Form D-5) to GOCCP at the same time the invoice copy is sent.
- C) The TO Contractor shall ensure that each MBE Subcontractor provides a completed Subcontractor Paid/Unpaid MBE Invoice Report (Attachment 2, Form D-6).
- D) Subcontractor reporting shall be sent directly from the subcontractor to GOCCP. The TO Contractor shall email all completed forms, copies of invoices and checks paid to the MBE directly to the TO Manager.

# 1.13 VETERAN OWNED SMALL BUSINESS ENTERPRISE (VSBE)

This TORFP has a VSBE subcontract participation goal as stated in the Key Information Summary Sheet above, representing the percentage of total fees paid for services under this TO. By submitting a response to this solicitation, the bidder or offeror agrees that this percentage of the total dollar amount of the contract will be performed by verified veteran-owned small business enterprises.

# 1.14 NON-DISCLOSURE AGREEMENT

# 1.14.1 NON-DISCLOSURE AGREEMENT (OFFEROR)

Certain system documentation may be available for potential Offerors to review at a reading room at GOCCP's address. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement (Offeror) in the form of Attachment 10. Please contact the TO Procurement Officer of this TORFP to schedule an appointment.

# 1.14.2 NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

Certain system documentation may be required by the TO Contractor awarded the TO Agreement in order to fulfill the requirements of the TO Agreement. 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.

# 1.15 LIVING WAGE

The Master Contractor shall abide by the Living Wage requirements under Title 18, State Finance and Procurement Article, Annotated Code of Maryland and the regulations proposed by the Commissioner of Labor and Industry. An Affidavit of Agreement shall be submitted as part of the Master Contract Agreement in accordance with the CATS+ Master Contract.

All TO Proposals shall be accompanied by a completed Living Wage Affidavit of Agreement, Attachment 13 of this TORFP.

#### 1.16 IRANIAN NON-INVESTMENT

All TO Proposals shall be accompanied by a completed Certification Regarding Investments in Iran, Attachment 16 of this TORFP.

# 1.17 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES

DoIT is responsible for contract management oversight on the CATS+ Master Contract. As part of that oversight, DoIT has implemented a process for self-reporting contract management activities of TOs under CATS+. This process shall typically apply to active TOs for operations and maintenance services valued at \$1 million or greater, but all CATS+ 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 form. Subsequently, at six month intervals from the due date on the initial checklist, the TO Contractor shall update and resend the checklist to DoIT.

#### 1.18 MERCURY AND PRODUCTS THAT CONTAIN MERCURY

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

#### 1.19 PURCHASING AND RECYCLING ELECTRONIC PRODUCTS

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

#### 1.20 SYSTEM AND DATA RIGHTS

GOCCP is the sole and exclusive owner of the GMS source code, all future development, and enhancements to the GMS system. The TO Contractor shall have no ownership, copyright, royalty, or licensing rights to the application or its source code during the term of and beyond the termination of this Contract or any other contract with the Contractor.

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# **SECTION 2 - SCOPE OF WORK**

#### 2.1 PURPOSE

GOCCP is issuing this CATS+ TORFP to select a single TO Contractor for software development and system support services to enhance and maintain its GMS. The Master Contractor shall propose **no more than four named personnel** in support of its proposal, describing other staff positions as necessary in a Staffing Plan.

Once awarded, work on this Task Order will be assigned through a work order process (Section 2.12.3).

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

- 1. Conduct knowledge transfer and transition of the application maintenance and support services from GOCCP.
- 2. Provide maintenance support to enable the system to meet the operating objectives of the agency, incorporating approved recommendations to improve maintainability, security and performance.
- 3. Analyze the existing system and implement modifications to improve the maintainability, security and performance of the system.
- 4. Deliver releases of new and modified application code to correct and enhance the system as designated through work orders.
- 5. Support the full lifecycle of the system, consistent with the expectations of the Maryland System Development Lifecycle.
- 6. Support the agency in requirements analysis, testing, training, documentation and implementation to promote high quality deployments that are consistent with the business needs of the agency.
- 7. Advise the agency of technical options to solve business problems.
- 8. Provide end-of-contract transition services to the State or a replacement vendor.

#### 2.2 REQUESTING AGENCY BACKGROUND

GOCCP is Maryland's one-stop-shop for resources to improve public safety. GOCCP exists to educate, connect, and empower citizens and public safety entities through innovative funding, strategic planning, crime data analysis, and results-oriented customer service.

GOCCP assists in the development of public safety legislation, policies and programs and administers more than \$100 million in federal and state grants to improve public safety and support victims of crime in every jurisdiction in Maryland.

GOCCP plays an active role in fighting crime by working in partnership with agencies at the local, state, cross border state and federal levels to develop and implement effective strategies and tactics for reducing crime; providing important services and technical assistance including crime mapping, crime analysis, CompStat support, and specialized training to agencies throughout Maryland; conducting statistical analyses and evaluations to ensure new programs are evidence-based; and researching best and promising practices.

The primary vehicle for addressing the Governor's goals to reduce violent crime and improve the quality of life in Maryland is strategic, data-driven funding. In 2008, GOCCP regionalized grants administration so that program monitors could proactively focus on specific counties and address the needs of sub-recipients across all grant programs.

As Maryland's administrating agency of federal and state criminal justice grant funds, GOCCP continuously promotes policies and funds programs to institutionalize the following priorities:

- 1. Establish information sharing and deploy cutting edge technology
- 2. Prioritize high-risk offenders and hold them accountable
- 3. Reduce illegal gun use and possession
- 4. Maximize the use of DNA to convict the guilty and exonerate the innocent
- 5. Serve and prevent victims of crime

#### 2.3 PROJECT BACKGROUND

Pursuant to GOCCP's mandate of funding crime control projects, GOCCP has employed several methods of awarding and tracking grants. Originally, all grants were managed with paper forms mailed in by grantees. In the year 2000, GOCCP began using a custom-built software solution to manage its work. This solution was under constant development and improvement for the next ten years. In 2010, procurement requirements and technical needs lead GOCCP to consider a fresh start on its system. In 2012, the current GMS was brought online for public use.

The GMS application is critical to the efficient processing and management of grant applications and awards. GMS tracks information for more than 2,000 organizations and manages over 1,000 active-status grants. This system replaced all legacy applications, and provides a common web portal for all users (both internal and external).

#### 2.3.1 FEATURES OF GMS

- <u>Web-based</u> Users can access the system from any modern, standards-compliant browser. There is no additional software to install.
- <u>Access Roles</u> Administrators can control what parts of the system each user can access through role assignment.
- Audit Trail Critical actions taken by users in the system are tracked via a transaction log.
- Workflow Engine Certain objects in the system have a "Status" property which is changed based on what point in the Grant Lifecycle that object currently is at. Various events are able to be triggered on the occurrence of a status change of an object.
- <u>Secure</u> All communication with the system is encrypted by an RSA 2048-bit SSL certificate.

#### 2.3.2 SYSTEM OVERVIEW

GMS functionality is provided in logical modules that interact to address the GOCCP grant management business process, as shown in Figure 1. Users will only be given access to functionality that applies to their specific job, based on roles assigned to them by the administrator.

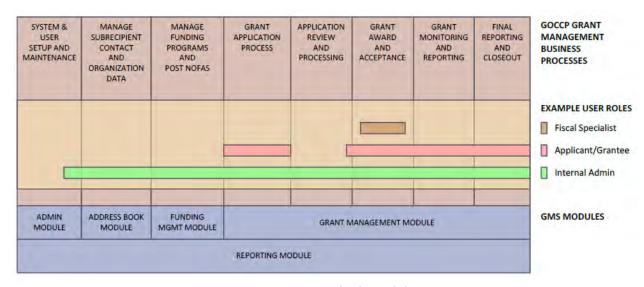


Figure 1 - GMS Logical Model

Each GMS module consists of sub-modules which further define functionality. From an implementation perspective, the GMS modules shown in Figure 1 correspond to main menu items shown on the user's home screen

- Roles are created to address each function in the grant management process, and can easily be added to accommodate new requirements.
- Functionality provided in sub-modules will in turn be made available to users via choices in each menu item. Menu items will change based on the permissions (roles) assigned to a user by the administrator.

For example, internal GOCCP users will see a Funding Management menu item that allows them to set up funding allocations and create/post Notice of Funding Availability (NOFA) announcements; external users (applicants/grantees) will not see this menu item.

# 2.3.3 SYSTEM ARCHITECTURE AND DESIGN

# 2.3.3.1 HARDWARE ARCHITECTURE

GOCCP currently has one (1) server supporting the GMS: a production server, which is a self-contained instance supporting the entire GMS for all users via its two virtual servers (SQL and IIS). This server has the following specifications:

# (a) GMS PRODUCTION SERVER

Model	HP ProLiant DL380p Gen8	
Processor(s)	(2) Intel® Xeon® E5-2620 (2.0GHz/6-	
	core/15MB/7.2GT-s QPI/95W, DDR3-	
	1333, HT, Turbo2- 3/3/4/4/5/5)	
Operating System	Windows Server 2008 R2 Standard 64-bit	
<b>Cache Memory</b>	15MB (1x15MB) Level 3	
Memory	32GB (4x8GB) PC3L-10600R (DDR3-	
-	1333) Registered DIMMS Total 24 DIMM	

	slots	
Network Controller	One HP Ethernet 1Gb 4-port 331FLR	
	Adapter	
Storage Controller	HP Smart Array P420i/1GB with FBWC	
	(RAID 0/1/1+0/5/5+0)	
Hard Drives	(4) HP 300GB 6G SAS10k rpm SFF (2.5	
	inch) SC Enterprise drives	
	(2) HP 100GB 3G SATA MLC (2.5 inch)	
	SC Enterprise Solid State Drives	
	(2) HP 1TB 6G SAS 7.2k SFF (2.5 inch)	
	SC Midline Drives	
Internal Storage	Standard: 8 SFF SAS/SATA HDD Bays	
Optical Drive Bay	SATA DVD-RW /ROM Optical Drive	
PCI-Express Slots	3 PCIe slots	
Power Supply	2 x HP 460W CS Platinum Plus Hot Plug	
	Redundant Power Supply	
Fans	(6) (N+1 redundancy standard)	
Management	iLO Management Engine Standard	

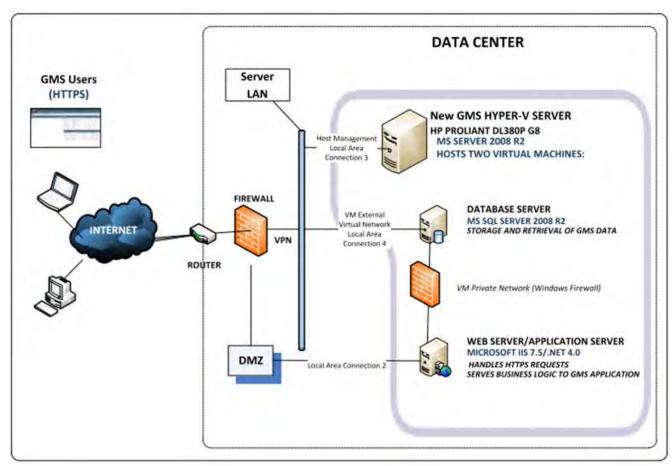


Figure 2 - System Hardware Architecture

The production server is hosted in a government-operated datacenter with a high-capacity WAN connection.

# (b) <u>AUTOMATED SYSTEM MONITORING</u>

GOCCP employs Solarwinds Orion Network Performance Monitor hardware health monitoring to monitor the state of system metrics such as system availability and CPU, RAM, and hard drive utilization. The monitoring tool is configured to send an automated e-mail alert if any metrics cross pre-defined thresholds.

The system monitors system availability and uptime. The monitoring software is configured to ping each server every two (2) minutes. If a server does not respond to a ping request, the system will send an automated e-mail notification indicating that the node is down. Once system connectivity/availability is restored and the server is back online for five (5) continuous minutes, the system will send an automated e-mail indicating that the node is up.

A typical load on this server is 75 simultaneous users.

A heavy load is 150 simultaneous users.

# (c) SYSTEM SOFTWARE ARCHITECTURE

The web-based GMS application consolidates functionality that was previously distributed among nine (9) separate Windows applications which accessed two databases.

# (i) <u>High Level Example – First Step in the Grant Application Process:</u>

- 1. An external user logs into GMS via their web browser, reviews available funding, and clicks the Apply button on one of the available funding programs to create a grant application.
- 2. The web server passes the request to the application server, which validates the user based on role permission and queries the database for the Applicant Agency, Implementing Agency, and Project Dates associated with the funding program selected by the user.
- 3. The database server performs the required SQL joins and passes the resulting information back to the application server.
- 4. The application server passes the data along with instructions on what fields the user will be required to enter to successfully complete the initial application page (Project Title, Preparer Information, etc.) to the web server which builds the HTML page and serves it to the user's browser.

The following software development tools are used in the development and support of GMS:

- Microsoft Visual Studio 2012
- ASP.NET 4.5 / AJAX
- Microsoft Hyper-V technology
- Microsoft SQL Server Management Studio
- Telerik RadControls for ASP.NET AJAX
- Telerik Reporting

*GMS* uses the following application *OS*, Web Server, and Database:

- OS: Microsoft Windows Server 2008 R2 / ASP.NET 4.5 Framework
- Web Server: Microsoft IIS 7.5
- Database: Microsoft SQL Server 2008 R2

Telerik redistributable files are included in the application deployment package. Telerik is the only add-on to the Visual Studio environment used in the development of the GMS, and it provides the user interface controls and reporting features used throughout the system.

# (d) FILE AND DATABASE DESIGN

The new GMS database consists of 156 base tables, four (4) views which allow SELECT functionality without access to the base tables, six (6) tables required by the ASP.NET programming environment, and eight (8) tables reserved for administrative functionality.

- Validation rules are implemented by database settings (data type, nullable column, foreign keys, etc.) and any additional validation is performed by the application layer (presentation layer).
- All data elements output in standard Transact-SQL (T-SQL) output format. None of the data elements included in the data dictionary have any aliases other than short names for tables as described by the data dictionary.

All data access is done through stored procedures in a business logic layer written utilizing Microsoft SQL Server's native T-SQL calls. T-SQL statements utilize fire-hose cursors (e.g., FAST\_FORWARD) for all data retrieval, unless extenuating circumstances provide the need to deviate from this standard. All data updates are performed by INSERT and UPDATE statements within the business logic layer stored procedures.

# (e) GMS SECURITY ARCHITECTURE

Developed as an ASP.NET application, the GMS utilizes built-in ASP.NET security features. GOCCP created a new "Membership Framework" user security system specifically for GMS modeled from Microsoft .NET framework standards to provide authentication and authorization. GMS ASP.NET security infrastructure functions as follows:

- GMS (https) clients communicate with the GMS ASP.NET application through IIS
- IIS authenticates the request if required and then locates the requested resource (such as an ASP.NET application).

If the client is authorized, the resource is made available.

User access to specific system functionality is controlled by assigning User Roles to accounts. There are 20 different Roles currently defined in the GMS.

# (f) SYSTEM INTEGRITY CONTROLS

The GMS application keeps an audit trail of every transaction by every user for the duration of their session. Recorded events include:

- Login Credentials
- User Roles

- All Data Entry
  - o Old Value
  - New Value
- Where entry is made at the table and field level
- Date and Time
- User ID

#### 2.4 PROFESSIONAL DEVELOPMENT

The TO Contractor shall ensure continuing education opportunities for the personnel provided to support this TORFP. Further, any IT services personnel obtained under this TORFP shall maintain any required professional certifications for the duration of the resulting TO.

The time allocated to these continuing education activities for staff deployed to GOCCP on a full-time basis may not be charged to this task order. Actual course costs, travel, and related expenses are the responsibility of the TO Contractor. Eligible continuing education shall be associated with technologies currently used or anticipated for use GOCCP in the near future.

# 2.5 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES

The TO Contractor shall comply with all applicable laws, regulations, policies, standards, and guidelines affecting information technology and 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 security and technology project execution.

The following policies, guidelines and methodologies can be found at the DoIT site (<a href="http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx">http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx</a>). These may include, but are not limited to:

- The State of Maryland System Development Life Cycle (SDLC) methodology
- The State of Maryland Information Technology Security Policy and Standards
- The State of Maryland Information Technology Non-Visual Access Standards
- The TO Contractor shall follow project management methodologies consistent with the Project Management Institute's Project Management Body of Knowledge Guide.
- TO Contractor assigned personnel shall follow a consistent methodology for all TO activities.

# 2.6 REQUIREMENTS

# 2.6.1 TO CONTRACTOR RESPONSIBILITIES

All work described in this section shall be executed via one or more Work Orders to be released after the commencement of the project.

The TO Contractor shall provide staffing and resources to fully supply the following services:

# 2.6.1.1 TRANSITION MANAGEMENT

# (a) TRANSITION INTO CONTRACT

The TO Contractor shall perform transition activities (e.g., setting up development environment, becoming knowledgeable regarding code and documentation) for GMS with no disruption of service to GMS end-users during core business hours (Monday through Friday, 8AM – 5PM). The transition shall include the transfer of all software, services, operational processes, development processes, and documentation. The transition also includes capturing knowledge of the system's design, implementation, and operations.

The TO Contractor shall perform an analysis of the current state of the system, including review and capture of processes, procedures, supporting mechanisms, equipment/software/license inventory, accounts and passwords, documentation, utilization, performance, and capacity. The TO Contractor shall transition development, operations, and maintenance to the TO Contractor's own staff, processes, and facilities. The TO Contractor shall manage all system development artifacts, including requirements, change requests, design artifacts, source code, system documentation, and monitoring data. There shall be no period of overlap between the end of the current contract and the start of this TO Contract. As such, there shall be zero (0) overlapped hours between the current TO Contractor and TO Contractor awarded this TORFP. GOCCP has maintained an active role in the requirements writing and testing processes throughout the life of the project, and will be available to facilitate knowledge transfer to the TO Contractor awarded this TORFP.

# (b) TRANSITION OUT OF CONTRACT

The TO Contractor shall support requested activities for technical, business, and administrative support to ensure effective and efficient end-of-contract transition to the State or another State Contractors.

Examples of these activities include a final project debrief meeting, organization and handoff of project materials, documentation, electronic media, any final reports, updated work plans, and final invoices.

The TO Contractor shall ensure that all necessary knowledge and materials for the tasks completed is transferred to the custody of State personnel, including complete source code, scripts and other technical resources to maintain the application.

The TO Contractor shall also:

- At the State's discretion, complete tasks and any unfinished work plan items.
- Document any current risk factors and suggested solutions.
- Ensure that all documentation and data is current and complete with a hard and soft copy in a format prescribed by the TO Manager.

# 2.6.1.2 PROJECT DEVELOPMENT AND ISSUE-TRACKING TOOL

The TO Contractor shall provide a web-based tracking tool that will be used to track and manage all work performed under this Contract, including any system issues (bugs) documented by GOCCP or by the TO Contractor. This tool shall be installed, configured, and maintained at no cost to the State. The TO Manager and designated GOCCP personnel shall have direct access from any location with an Internet connection to the TO Contractor tracking tool. The following activities shall be available to GOCCP personnel through this tool:

- Make updates
- Change status
- Track status
- Approve/cancel work orders (if assigned)
- Extract content directly into either Excel or CSV file format

Once the initial configuration of this tool is implemented, this configuration must remain throughout the duration of this contract unless there is written approval from the TO Manager for any changes.

Development items are currently tracked using Telerik TeamPulse, which is not owned by GOCCP. An export of the items in this environment will be available. There is no requirement that TeamPulse be the tracking tool used under this TORFP.

# 2.6.1.3 <u>DEVELOPMENT</u>

# (a) NEW DEVELOPMENT & ENHANCEMENTS

The TO Contractor shall deliver releases of new and modified application code to correct and enhance the system as designated through work orders. The TO Contractor shall perform all necessary technical design, programming, development, unit/integration/system testing, scripting, configuring or customizing of application modules as defined in, and required by, these work orders in accordance with GOCCP's software release management process (Section 2.8.1.1). As part of each release cycle, or as requested by GOCCP, the TO Contractor may be asked to provide updates to any applicable system documentation and other SDLC artifacts that have been impacted by changes to the system.

GOCCP has identified potential development tasks below. The TO Contractor shall demonstrate experience and expertise in developing and supporting the following examples of the work to be performed under this TO.

ID#	Requirements	Requirements Document
1	System Performance Enhancements	Attachment 20
2	Grant Application Review Module	Attachment 21
3	Change Grant Application and Award Visibility for Internal vs. External Users	Attachment 22
4	Reporting Period End Dates Assignment	Attachment 23
5	Rich Text	Attachment 24
6	Session Control	Attachment 25

# (b) PROBLEM RESOLUTION, BUGS

• The TO Contractor shall be responsible for resolving problems, formally documented and reported by GOCCP, in performance, malfunction, or deviation from the approved technical and functional specifications of the system, including any compatibility problems with third party software or operation system software.

- The TO Contractor shall log reported problems upon receipt and monitor, control and report on each problem until it is corrected.
- The TO Contractor shall provide resolution based on the Service Level Agreement (SLA) requirements outlined in Section 2.6.3.

# 2.6.1.4 **SYSTEM ENVIRONMENTS**

The TO Contractor shall create and maintain development and test environments using their own hardware and system development tools at no cost to the State.

# (a) **DEVELOPMENT ENVIRONMENT**

The TO Contractor shall provide a development environment (hardware, system software, application software, utilities and tools) and the capacity for integration and testing at its site, along with any tools needed to analyze application quality and performance.

# (b) <u>USER ACCEPTANCE TESTING (UAT) ENVIRONMENT</u>

The TO Contractor shall implement a user acceptance test (UAT) environment (hardware, system software, application software, utilities and tools) for the purpose of unit and acceptance testing of System Releases. The test environment shall have the capacities required for testing, and should utilize a capacity that is the same as the target production environment to validate configuration designs. The Contractor shall be responsible for maintaining this entire environment (including refreshing the data with each release) during the project. The TO Contractor shall ensure that this test environment is accessible from GOCCP offices, and provide the TO Manager and designated GOCCP personnel with remote access to this environment.

# (i) Data Refresh into the Test Environment

After the first production Release, data refreshes of Production Data to the Test Environment shall be supported "on demand" for Agency acceptance testing associated to each release and/or production issue troubleshooting.

# 2.6.1.5 <u>CONFIGURATION MANAGEMENT</u>

The TO Contractor shall develop and execute a plan to manage the software development process using a structured configuration management process and system. A controlled management environment to develop software will be critical to efficiently, securely, and consistently meet the requirements of the work orders assigned by GOCCP.

The successful TO Contractor shall demonstrate expertise creating and consistently using internal standards in software configuration management. This shall include:

- A source code repository system of Team Foundation Server
- Consistent check-in, check-out processes
- Code commentary
- Regression testing
- Version control including the ability to roll back and deploy previous versions

- Standard naming conventions
- Code validation and audit standards

# 2.6.1.6 COMPATIBILITY

The TO Contractor shall ensure:

- That any and all support, including all the software components that make up the system, maintain full compatibility with all current interfacing systems, security systems, and telecommunications systems,
- That any and all support does not compromise any system (system level or component level) compatibility,
- That the GMS remain compatible with current and future State operating system software or any third party software used in direct association with the GMS to carry out the State's business functions,
- That all aspects of the GMS, including the development environment and application-related software, shall be based on vendor-supported versions (if applicable). If any software used in the development of the GMS is no longer supported by the vendor, the TO Contractor shall be responsible for upgrading and supporting it.

# 2.6.1.7 RESPONSIVE STAFFING

The TO Contractor shall provide a responsive staffing model that is able to efficiently deliver the specific expertise needed for each task for the period of time that it is needed.

# 2.6.2 TO CONTRACTOR PERSONNEL DUTIES AND RESPONSIBILITIES

The TO Contractor proposed personnel shall carry out tasks as assigned via work orders. At a minimum, TO Contractor personnel under this TORFP shall be capable of performing the following:

# 2.6.2.1 **DOCUMENTATION**

- Update and maintain any existing system and user documentation and manuals.
- Develop and maintain training materials for the agency's GMS software including user guides and training videos.
- Prepare documentation to describe new or changed processes and ensure that all aspects of the system are properly documented, including but not limited to:
  - Network/system diagrams
  - o Technical and function specification for software
  - o Troubleshooting criteria and procedures
  - Restart and recovery procedures
  - Interface specifications
  - Backup and restore procedures

- Scheduled process and scripts for batch jobs
- Installation procedures
- Resource requirements
- o Release notes

# 2.6.2.2 BUSINESS ANALYSIS AND REQUIREMENTS MANAGEMENT

The TO Contractor shall assist GOCCP with developing, documenting, and finalizing scope of work and both technical and non-technical requirements in accordance with the identified objectives. GOCCP requires the assistance of a Business Analyst from the TO Contractor for the purposes of:

- Eliciting requirements using interviews, document analysis, requirements workshops, site visits, business process descriptions, use cases, scenarios, business analysis, task, and workflow analysis.
- Critically evaluating information gathered from multiple sources to reconcile requirements
  conflicts, decompose high-level requirements information into detail requirements, and
  distinguish user requests from the underlying existing needs.
- Proactively communicating and collaborating with external and internal project stakeholders to analyze information needs and functional requirements and deliver appropriate State SDLC artifacts as defined through work orders.
- Implementing and utilizing a GOCCP approved process to manage requirements definition and analysis.
- Documenting requirements in acceptable State of Maryland standards.
- Analyzing and evaluating requirements by constructing workflow charts and diagrams. This
  may include studying current system capabilities, and identifying improvement in current
  system processes and functionality in order to recommend modifications.
- Recommending controls by identifying existing problems to write to-be procedures.

# 2.6.2.3 SYSTEM OPERATIONS AND MAINTENANCE

Operations and Maintenance tasks shall include but not be limited to server configuration and administration, database configuration and maintenance, performance monitoring, capacity planning, configuration/patch management, security assessment, and other activities needed to sustain system functionality, performance, and availability.

Specific Operation and Maintenance tasks may include:

- Server Configuration and Administration
  - o Determine and configure optimal performance settings for OS parameters
  - o Monitor performance and availability of physical and virtual servers to proactively identify and fix potential issues and optimize the configuration.
  - Evaluate and install new software, upgrades, and/or patches related to the server hardware and operating system(s)

- Implement security controls
- Configure and deploy new virtual machines
- Determine and configure optimal system resource allocations (CPU, RAM, HD) for virtual machines
- Database Configuration and Administration
  - o Determine and configure optimal performance settings for database parameters
  - Evaluate and install new software, upgrades, and/or patches related to the system database application
  - Monitor performance and size of SQL databases to proactively identify and fix potential issues and optimize the configuration
  - o Implement security controls
  - o Eliminate redundant, unused and unnecessary database structures
  - o Develop ad-hoc queries and views in application databases
  - Implement referential integrity where appropriate to maintain reliable and accurate data while meeting response time goals
  - o Identify and optimize queries that have a high transaction processing cost
  - Implement keys and indexes in a manner that ensures efficient database performance and scalability
  - O Utilize native MS SQL Server features such as stored procedures and triggers to improve application performance, reliability and security
  - o Utilize other relational design concepts and MS SQL Server capabilities that will enhance the long-term maintenance and performance of the application
- Disaster Recovery Technical Planning and Support
  - o Examine the current disaster recovery processes
  - Make and implement recommendations based on business continuity best practices and State of Maryland Information Technology Security Policy and Standards
  - Develop and implement scripts to perform and monitor backups
  - Set up replication, database mirroring, database mail, database alerts, and SQL agent jobs
  - o Perform annual disaster recovery and fail-over tests to ensure adequacy of plan as directed by the TO Manager
  - o Produce documentation updates to the existing DR backup and restore documentation
- System Upgrades (New Technology)
  - o Research, test, document and make recommendations to the TO Manager on a variety of new software, hardware, and database related technologies that could improve

- system performance and/or capabilities and provide recommendations about the migration and upgrade paths for various systems
- o If necessary, coordinate the installation and implementation of new software, hardware, and database related technologies with the TO Manager

# 2.6.3 SERVICE LEVEL AGREEMENT (SLA)

The TO Contractor shall provide support related to system and software issues using predefined service levels.

When an issue arises, the TO Manager shall gauge and classify the severity of the situation based on impact to business functions. The TO Manager, or designated GOCCP personnel, shall contact the TO Contractor via e-mail or phone for assistance and issue resolution. Based on the severity of the issue, the TO Contractor shall provide responses and support. The following SLA defines the expectations for responsiveness with services available Monday through Friday from 8:00 AM to 5:00 PM, Eastern Time:

Service Levels	Phone / E-mail Response	Resolution Time	Comments
Urgent Severity Level 1	30 minutes	2 hours	Major Business Impact – defined as a problem that causes complete loss of service to the production environment and work cannot reasonably continue. Workarounds to provide the same functionality are not possible and cannot be found in time to minimize the impact on GOCCP. The problem has one or more of the following characteristics:  • More than 50% of users cannot access the system • Critical functionality is not available. The application cannot continue because a vital feature is inoperable or data cannot be accessed.
High Severity Level 2	4 hours	1 work day	Significant Business Impact – this classification applies when processing can proceed but performance is significantly reduced and/or operation of the system is considered severely limited. No workaround is available, however operation can continue in a restricted fashion. The problem has one or more of the following characteristics:  • Internal software error, causing the system to fail, but restart or recovery is possible.  • Severely degraded performance.  • Some important functionality is unavailable, yet the system can continue to operate in a restricted fashion.
Normal Severity Level 3	1 work day	5 work days	Minor Business Impact – a problem that causes minimal loss of service. The impact of the problem is minor or an inconvenience, such as a manual bypass to restore system functionality. The problem has one or more of the following characteristics:  • A software error for which there is a GOCCP acceptable workaround.  • Minimal performance degradation.  • Software error requiring manual editing of configuration or script files around a problem.
Low Severity Level 4	5 work days	At the discretion of GOCCP (no fewer than 20 work days)	No Business Impact – a problem that causes no loss of service and in no way impedes the use of the system. The impact of the problem has one or more of the following characteristics:  • A software enhancement for which there is a GOCCP acceptable workaround.6

The TO Contractor shall provide details as to the support model which will facilitate this task (e.g., first contact, back-up contact, phone numbers).

The TO Contractor shall also propose and document the means by which system issues, discovered independently by the TO Contractor, shall be documented, communicated to the TO Manager, and addressed.

# 2.6.4 BACKUP / DISASTER RECOVERY

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

# 2.6.5 REQUIREMENTS FOR HARDWARE, SOFTWARE, AND MATERIALS

The TO Contractor shall provide all resources necessary to perform the work defined in this TORFP. There is no planned hardware, software, licenses, or materials to be purchased under this Task Order. All development work shall occur at the TO Contractor facilities with the use of their own hardware and software. All systems will be maintained and hosted at the TO Contractor's facilities, including the complete development and test environments described in Section 2.6.1.4.

# 2.7 PERFORMANCE AND PERSONNEL

#### 2.7.1 WORK HOURS

- Business Hours Support: The TO Contractor's collective assigned personnel shall support core
  business hours (8:00 AM to 5:00 PM), Monday through Friday except for State holidays,
  Service Reduction days, and Furlough days observed by GOCCP. TO Contractor personnel
  may also be required to provide occasional support outside of core business hours, including
  evenings, overnight, and weekends, to support specific efforts and emergencies to resolve
  system repair or restoration.
- Scheduled Non-Business Hours Support: After hours support may be necessary to respond to
  IT Security emergency situations. Additionally, services may also involve some evening
  and/or weekend hours performing planned system upgrades in addition to core business hours.
  Hours performing system upgrades would be billed on actual time worked at the rates
  proposed.
- State-Mandated Service Reduction Days: TO Contractor personnel shall be required to participate in the State-mandated Service Reduction Days as well as State Furlough Days. In this event, the TO Contractor will be notified in writing by the TO Manager of these details.
- Minimum and Maximum Hours: Full-time TO Contractor personnel shall work a minimum of 40 hours per week with starting and ending times as approved by the TO Manager. A flexible work schedule may be used with TO Manager approval, including time to support any efforts outside core business hours. TO Contractor personnel may also be requested to restrict the number of hours TO Contractor personnel can work within a given period of time that may result in less than an eight hour day or less than a 40 hour work week. TO Contractor personnel may only invoice above 40 hours per week per with prior written approval from the TO Manager.

 Vacation Hours: Requests for leave shall be submitted to the TO Manager at least two weeks in advance. The TO Manager reserves the right to request a temporary replacement if leave extends longer than one consecutive week. In cases where there is insufficient coverage, a leave request may be denied.

# 2.7.2 PERFORMANCE EVALUATION

TO Contractor personnel may be evaluated by the TO Manager on a work order basis for assignments performed during that period. The TO Manager shall evaluate performance of each TO Contractor resource using the established performance evaluation form included as Attachment 18.

# 2.7.3 PERFORMANCE ISSUE MITIGATION

At any time during the TO period of performance, should the performance of a TO Contractor resource be rated "unsatisfactory" as documented in the performance evaluation, GOCCP will pursue the following mitigation procedures prior to requesting a replacement employee:

- A) The TO Manager shall document performance issues and give written notice to the TO Contractor, clearly describing problems and delineating remediation requirement(s).
- B) The TO Contractor shall respond with a written remediation plan within three business days and implement the plan immediately upon written acceptance by the TO Manager.
- C) Should performance issues persist, the TO Manager may give written notice or request the immediate removal of person(s) whose performance is at issue, and determine whether a substitution is required.

# 2.7.4 SUBSTITUTION OF PERSONNEL AFTER AWARD

The substitution of personnel procedures is as follows:

- A) The TO Contractor may not substitute personnel without the prior approval of the TO Manager.
- B) To replace any personnel, the TO Contractor shall submit resumes of the proposed personnel specifying their intended approved labor category. Any proposed substitute personnel shall have qualifications equal to or better than those of the replaced personnel.
- C) Proposed substitute personnel shall be approved by the TO Manager. The TO Manager shall have the option to interview the proposed substitute personnel. After the interview, the TO Manager shall notify the TO Contractor of acceptance or denial of the requested substitution.
- D) 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 GOCCP. Frequent staff replacements may result in termination of this contract.

# 2.7.5 PREMISES AND OPERATIONAL SECURITY

A) The primary work location for this TO will NOT be GOCCP offices. The TO Contractor is shall be fully responsible for providing work location(s). Overhead expenses for the work site are not directly billable to the State and must be addressed in the pricing of the work orders and/or hourly rates.

- B) Prior to commencement of work, TO Contractor employees and subcontractors to be assigned to perform work under the resulting TO Agreement shall be required to submit background check certification to GOCCP from recognized Law Enforcement Agencies, including the FBI. TO Contractor shall be responsible for ensuring that its employees' and subcontractors' background check certifications are renewed annually, and at the sole expense to the TO Contractor. GOCCP reserves the right to disqualify any TO Contractor employees or subcontractors whose background checks suggest conduct, involvements, and/or associations that GOCCP determines, in its sole discretion, may be inconsistent with the performance and/or security requirements set forth in this TORFP. GOCCP reserves the right to perform additional background checks on TO Contractor and subcontractor employees.
- C) Further, TO Contractor employees and subcontractors may be subject to random security checks during entry and exit of State secured areas. The State reserves the right to require TO Contractor employees and subcontractors to be accompanied while on secured premises.
- D) TO Contractor employees shall, while on State premises, display their State issued identification cards without exception.
- E) TO Contractor shall require its employees to follow the State of Maryland and GOCCP IT Security Policy and Standards throughout the term of the Contract.
- F) The State reserves the right to request that the TO Contractor submit proof of employment authorization of non-United States citizens, prior to commencement of work under the resulting Contract.
- G) TO Contractor shall remove any employee from working on the resulting Contract where the State of Maryland provides evidence to the TO Contractor that said employee has not adhered to the security requirements specified herein.
- H) The cost of complying with all security requirements specified herein are the sole responsibilities and obligations of the TO Contractor and its subcontractors and no such costs shall be passed through to or reimbursed by the State or any of its agencies or units.

#### 2.8 DELIVERABLES

#### 2.8.1 DELIVERABLE SUBMISSION

For every deliverable, the TO Contractor shall request that the TO Manager confirm receipt of that deliverable by sending an Agency Receipt of Deliverable form (Attachment 8) with the deliverable. The TO Manager will acknowledge receipt of the deliverable via email using the provided form.

For every deliverable, the TO Contractor shall submit by email an Agency Deliverable Product Acceptance Form (DPAF), provided as Attachment 9, to the TO Manager in MS Word (2007 or greater).

Unless specified otherwise, written deliverables shall be compatible with Microsoft Office, Microsoft Project and/or Microsoft Visio versions 2007 or later. At the TO Manager's discretion, the TO Manager may request one hard copy of a written deliverable.

A standard deliverable review cycle will be elaborated and agreed-upon between the State and the TO Contractor. This review process is entered into when the TO Contractor completes a deliverable.

For any written deliverable, the TO Manager may request a draft version of the deliverable, to comply with the minimum deliverable quality criteria listed in Section 2.8.3. Drafts of each final deliverable, except status reports, are required at least two weeks in advance of when the final deliverables are due (with the exception of deliverables due at the beginning of the project where this lead time is not possible, or where draft delivery date is explicitly specified). Draft versions of a deliverable shall comply with the minimum deliverable quality criteria listed in Section 2.8.3.

# 2.8.1.1 <u>SOFTWARE RELEASE MANAGEMENT</u>

When delivering code through a software release, GOCCP requires the TO Contractor to consistently follow a structured software release management model. This shall allow both the vendor and the government to have clear expectations for every delivery.

The Software Release Management process includes revision control and the establishment of baselines. The TO Contractor shall use Team Foundation Server to manage code, bundle releases, rollback releases, schedule work, and perform change control.

- 1. Software releases are to be developed and deployed on a consistent iteration schedule.
- 2. Every software build scheduled for release shall have a unique but incremental iteration version assigned to it.

# 2.8.1.2 **PRODUCTION RELEASE PROCESS**

# TO Contractor shall utilize this process when releasing software to production:

- 1. The TO Contractor shall generate a Software Release Email (SRE) to the IT Operations Manager (the TO Production Manager). The email shall include all items addressed in the build, and iteration number being moved to the Test environment. It may reference the web enabled bug and release tracking tool (Section 2.6.1.2).
- 2. The TO Contractor shall be responsible for releasing all iterations into both the Test and Production environments.
- 3. The TO Contractor shall provide software releases as part of scheduled afterhours work. To reduce uptime performance quality reduction, TO Contractor shall:
  - o Release iterations during off hours and off days.
- 4. After each release has been moved to the Test environment, the TO Contractor shall alert the GOCCP IT Operations Manager by email that the iteration is ready to test.
- 5. When the iteration is ready for testing, the GOCCP TO Manager will assign staff to test the release
- 6. Issues with the release shall be logged into the web-enabled issue tracking tool provided by the TO Contractor (Section 2.6.1.2).
- 7. The TO Contractor shall work to quickly address issues logged into the issue tracking tool and notify users when they can retest. Once notified of the correction, GOCCP staff will retest the release.

- 8. The TO Contractor shall conduct thorough regression testing of the entire system to prevent the iteration's release from negatively impacting any other element of the GMS.
- 9. TO Contractor shall not load a software release into Production without the release first being tested and accepted by the GOCCP TO Manager.
- 10. After the release has been approved by GOCCP in the Test environment, the TO Production Manager will notify the TO Contractor Project Manager to schedule the software release to be uploaded to Production.

If the software release impacts other applications interfacing with the GMS, the TO Contractor shall work with and coordinate the release of the software with the support staff for those interfaces.

#### 2.8.2 DELIVERABLE ACCEPTANCE

A final deliverable shall satisfy the scope and requirements of the approved work order for that deliverable, including the quality and acceptance criteria for a final deliverable as defined in Section 2.8.4.

The TO Manager shall review a final deliverable to determine compliance with the acceptance criteria as defined for that deliverable. The TO Manager is responsible for coordinating comments and input from various team members and stakeholders. The TO Manager is responsible for providing clear guidance and direction to the TO Contractor in the event of divergent feedback from various team members.

The TO Manager will issue to the TO Contractor a notice of acceptance or rejection of the deliverable in the DPAF (Attachment 9). Following the return of the DPAF indicating "Accepted" and signed by the TO Manager, the TO Contractor shall submit a proper invoice in accordance with the procedures in Section 2.12.2. The invoice must be accompanied by a copy of the executed DPAF or payment may be withheld.

In the event of rejection, the TO Manager will formally communicate in writing any deliverable deficiencies or non-conformities to the TO Contractor, describing in those deficiencies what shall be corrected prior to acceptance of the deliverable in sufficient detail for the TO Contractor to address the deficiencies. The TO Contractor shall correct deficiencies and resubmit the corrected deliverable for acceptance within the agreed-upon time period for correction.

Subsequent project tasks may not continue until deliverable deficiencies 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.

# 2.8.3 MINIMUM DELIVERABLE QUALITY

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

Each deliverable shall meet the following minimum acceptance criteria:

- Completely fulfill the scope of the work order by meeting all technical and non-technical requirements.
- Be presented in a format appropriate for the subject matter and depth of discussion.
- Be organized in a manner that presents a logical flow of the deliverable's content.

- Represent factual information reasonably expected to have been known at the time of submittal.
- In each section of the deliverable, include only information relevant to that section of the deliverable.
- Contain content and presentation consistent with industry best practices in terms of deliverable completeness, clarity, and quality.
- Meets the acceptance criteria applicable to that deliverable, including any State policies, functional or non-functional requirements, or industry standards.
- Contains no structural errors such as poor grammar, misspellings or incorrect punctuation.

A draft written deliverable may contain limited structural errors such as incorrect punctuation, and shall represent a significant level of completeness toward the associated final written deliverable. The draft written deliverable shall otherwise comply with minimum deliverable quality criteria above.

#### 2.8.4 DELIVERABLE DESCRIPTIONS / ACCEPTANCE CRITERIA

The TO Contractor may suggest other subtasks, artifacts, or deliverables to improve the quality and success of the assigned tasks.

ID#	Deliverable Description	Acceptance Criteria	Due Date / Frequency
2.8.4.1	Software Development	Completion of work order, including: software code labeled and in configuration control, approval from GOCCP TO Manager, a version description document listing all changes included and any outstanding defects, and a list of test criteria and results.  This deliverable shall be provided to the TO Production Manager, and as described in Section 2.8.1.2, shall be released into the Test and Production Environments.	As assigned through TO work order.
2.8.4.2	Requirements Document(s)	A requirements document is a formal statement of the capabilities and output desired. It serves as a contract for delivering and accepting products and/or services. A requirement is a condition that must be met to be declared as a satisfactory output.  The content of this document shall include:  • Use cases  • Assumptions and constraints  • Traceability matrix  • Requirements (system, functional, operational)	As required throughout the term of the task order.

		This deliverable shall be provided to the TO Production Manager in an editable text format (plaintext, rich text, or Microsoft Word document). A PDF version is not required but may also be supplied by the TO Contractor, provided that the Requirements Documents are delivered in an editable format as well.	
2.8.4.3	Project Management Deliverables	Management of all elements of the TO including but not limited to the initiation, planning, execution and monitoring of the individual work order deliverables.  In addition, any and all project and/or SDLC documentation assigned by GOCCP through work orders.  This deliverable shall be provided to the TO Production Manager in an editable text format (plaintext, rich text, or Microsoft Word document). A PDF version is not required but may also be supplied by the TO Contractor, provided that the Project Management Deliverables are delivered in an editable format as well.	As assigned through TO work order.

# 2.9 MINIMUM QUALIFICATIONS

# 2.9.1 OFFEROR'S COMPANY MINIMUM QUALIFICATIONS

Only those Master Contractors that fully meet all minimum qualification criteria shall be eligible for TORFP proposal evaluation. The Master Contractor's proposal and references will be used to verify minimum qualifications.

The Master Contractor's proposal shall demonstrate the following company minimum requirements:

- 1. At least five (5) years of demonstrated experience providing software development support services with:
  - a) At least two (2) years must be as a prime contractor
  - b) At least five (5) years in following areas of expertise:
    - i. System-wide database/code performance testing and improvement
    - ii. Project Management and Planning
    - iii. Requirements Management

- iv. Database Design and Support
- v. Unit, System, and User Acceptance Testing
- vi. Performance and Stress Testing
- c) At least one (1) year in the following areas of expertise:
  - i. Custom workflow development within a custom workflow engine
  - ii. Custom Dashboards

# 2.9.2 OFFEROR'S PERSONNEL MINIMUM QUALIFICATIONS

Only those Master Contractors supplying key proposed personnel that fully meet all minimum qualification criteria shall be eligible for TORFP proposal evaluation.

Regardless of planned team size, Master Contractors shall propose **no more than four named personnel** in its proposal and describe the remaining positions in a Staffing Plan.

The Master Contractor's proposed resources shall meet all minimum qualifications for the labor category proposed, as identified in the CATS+ Master Contract.

Resumes shall clearly outline starting dates and ending dates for each applicable experience or skills.

All personnel working on this contract shall meet the following qualifications:

1. At least four (4) years of experience providing software development services

Proposed individuals performing software development tasks must demonstrate at least two (2) years of experience in at least three (3) of the following qualification areas:

- 1. Microsoft Visual Studio 2010 and later
- 2 VB NET
- 3. ASP.NET 4 / AJAX or later
- 4. Microsoft Windows Server 2008 R2 or later
- 5. Microsoft IIS 7.5 or later
- 6. Microsoft SOL Server 2008 R2 or later
- 7. Telerik RadControls for ASP.NET AJAX
- 8. Telerik Reporting
- 9. Microsoft SQL Server Management Studio
- 10. Report generation that incorporates HTML (or Rich Text) formatted data including charts, tables, and images

# 2.10 TO CONTRACTOR AND PERSONNEL OTHER REQUIREMENTS

The Master Contractor's proposal shall demonstrate the following additional requirements:

1. At least one (1) year experience developing Grants Management Systems or similar Contracts or Procurement Management Systems

2. At least one (1) year experience with automated testing solutions in a software development environment.

#### 2.11 RETAINAGE

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

#### 2.12 INVOICING

Invoicing shall be submitted monthly; each work order shall be invoiced separately.

Firm Fixed Price work orders will not be paid until deliverable acceptance is complete. If the Firm Fixed Price work order will involve more than one month of work, the TO Contractor may request partial payment from the GOCCP TO Manager. It is at the discretion of the TO Manager whether to approve partial payment and the amount.

Time and Materials work orders will be paid upon approval and should consist of costs for hours worked during the month. Time and Materials work orders should also be accompanied by a copy of the following for that month:

- Approved timesheets
- Status report(s)
- Approved deliverable acceptance documents
  - All invoicing shall be accompanied by signed notice(s) of acceptance (DPAF) for all
    invoices submitted for payment. Payment of invoices will be withheld if a signed
    Acceptance of Deliverable Form (Attachment 9) is not submitted.

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS+ Master Contract. Proper invoices for payment shall contain the TO Contractor's Federal Tax Identification Number, as well as the information described below, and shall be submitted to the TO Manager for payment approval.

Payment will only be made upon completion and acceptance of the deliverables as defined in Section 2.8.

# 2.12.1 TIME SHEET SUBMISSION AND ACCEPTANCE

The TO Contractor shall submit an Agency Acceptance of Deliverable Form (Attachment 9) with the end of month timesheet submission to cover submission of timesheets for the entire month.

Within three business days after the 15th and last day of the month, the TO Contractor shall submit a semi-monthly timesheet for the preceding half month providing data for all resources provided under the TO.

At a minimum, each semi-monthly timesheet shall show:

- A) Title: "Time Sheet for [TO Contractor Personnel]"
- B) Issuing company name, address, and telephone number
- C) For each employee /resource:
  - a) Employee / resource name

- b) For each week ending date, e.g., "Week Ending: mm/dd/yyyy" (weeks run Sunday through Saturday)
  - (1) Tasks completed that week and the associated deliverable names and ID#s
  - (2) Number of hours worked each day
  - (3) Total number of hours worked that week
  - (4) Weekly variance above or below 40 hours
  - (5) Annual number of hours planned under the TO
  - (6) Annual number of hours worked to date
  - (7) Balance of hours remaining
  - (8) Annual variance to date (Sum of weekly variances)
- D) Signature and date lines for the TO Manager

Submission of time sheets shall be to the TO Manager for approval by signature. TO Manager Acceptance of timesheets shall acknowledge the accuracy of the time reported.

#### 2.12.2 INVOICE SUBMISSION PROCEDURE

This procedure consists of the following requirements and steps:

- A) A proper invoice shall identify "GOCCP" as the recipient and contain the following information: date of invoice, TO Agreement number, work order description, work order number, period of performance covered by the invoice, a total invoice amount, and a TO Contractor point of contact with telephone number. Also include for each person covered by the invoice the following, individually listed per person: name, hours worked, hourly labor rate, invoice amount.
- B) The TO Contractor shall email the original of each invoice and signed DPAF (Attachment 9), for each deliverable being invoiced to GOCCP at email address: shoughton@goccp.state.md.us
- C) 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 Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.

# 2.12.3 WORK ORDER PROCESS

As stated in Section 2.1, all billable work on this Task Order will be awarded by individual work orders. A Work Order Template sample has been provided as Attachment 17. All work orders will be assigned as needed by the GOCCP TO Manager using the following methodology:

- 1. GOCCP determines a need for billable services from the TO Contractor and, using the attached work order Template, creates a new work order to provide services or resources that are within the scope of this TORFP.
- 2. GOCCP will provide an unsigned and unpriced draft copy of the work order to the TO Contractor for pricing.
- 3. The TO Contractor shall respond to the work order with a cost for the level of effort stated in the work order within 5 business days of receipt.

- a) The work order may be either Firm Fixed Priced or Time and Materials with a ceiling cost as determined by the GOCCP TO Manager. T&M Work Orders will be issued in accordance with pre-approved Labor Categories with the fully loaded rates proposed in Attachment 1.
- b) The TO Contractor may ask questions in regards to the level of effort and pricing.
- c) GOCCP may grant additional time to review for pricing at its own discretion.
- 4. GOCCP will take one of the following actions:
  - a) Approve the fixed or ceiling cost and return the completed work order with GOCCP TO Manager signature (For a T&M Work Order, the TO Manager will review the response and will confirm the proposed labor rates are consistent with this TORFP),
  - b) Rewrite the work order and begin the process again, or
  - c) Decline to continue and the work order process is concluded for that level of effort.
- 5. If 4.a is the result, the TO Contractor shall return a signed/executed copy of the work order to the GOCCP TO Manager within 1 business day.

No billable work shall be performed against any work order without that work order being fully executed. GOCCP will not approve or pay invoices for any work billed against a work order that has not completed the Work Order Process.

# 2.12.3.1 VENDOR PRICING OF WORK ORDERS

Vendors shall determine pricing of the work orders using the following criteria:

- 1. Work orders may be either Firm Fixed Price or Time and Materials with a cost ceiling. This will be determined by the GOCCP TO Manager.
- 2. The price per work order shall be based on direct labor hours expended at the fully loaded hourly rates proposed in response to this TORFP (Attachment 1). The labor rates for the labor category shall include all direct, indirect costs, general and administrative, and profit for the TO Contractor.
- 3. TO Contractor resource management, cost of generating invoices, software and hardware purchases need to operate the TO Contractor's business, and expenses incurred to track activities and to build invoices and supported documents are considered indirect costs and cannot be billed directly to GOCCP.
- 4. TO Contractor travel expenses are not reimbursable.

# 2.12.3.2 WORK ORDER MANAGEMENT

All executed work orders will be managed under following process:

# (a) CHANGE CONTROL

• If GOCCP requests a change in scope after work order execution but prior to acceptance, GOCCP must submit a Change Request to the TO Contractor. This change request will include the updated scope description.

- The TO Contractor shall respond with an updated Fixed Price Cost within 3 business days to GOCCP. GOCCP will, if accepted, modify the work order with both the updated scope, fixed price cost, and any other appropriate areas as deemed by GOCCP.
- Once accepted and signed by both parties, work may begin on the updated scope. No
  work may take place on the updated scope until both parties have executed the updated
  work order. Once executed, the updated work order supersedes the original work order.

# (b) ACCEPTANCE

This section will discuss acceptance only; other details for deployment can be found in Section 2.8.1.1 Software Release Management. Because iteration size can vary, the GOCCP testing period will be defined with each work order.

- The TO Contractor will provide a User Acceptance Testing (UAT) environment for GOCCP to access from the GOCCP office at 300 E. Joppa Road, Suite 1105 Baltimore, MD 21286 as stated in Section 2.6.1.4(b).
- The TO Contractor will be responsible for deployment to both the UAT environment and the Production Environment.
- GOCCP will accept the deliverable(s) in the work order only after:
  - 1. The TO Contractor has deployed the iteration to the UAT environment.
  - 2. GOCCP has confirmed that the scope deliverable requirements are met in the UAT environment.
  - 3. GOCCP has tested and approved the deliverable(s) in the UAT environment.
  - 4. The TO Contractor has deployed the iteration to the Production environment.
  - 5. GOCCP has confirmed that the scope deliverable requirements are met in the Production environment.
  - 6. GOCCP has tested and approved the deliverable in the Production environment.
  - 7. GOCCP will provide documented acceptance within the timeline defined in the work order.
- GOCCP will document acceptance by using the Deliverable Acceptance Form, attached as ATTACHMENT 9.

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# SECTION 3 - TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

# 3.1 REQUIRED RESPONSE

Each Master Contractor receiving this CATS+ TORFP shall respond no later than the submission due date and 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+ Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu.

A TO Proposal shall conform to the requirements of this CATS+ TORFP.

## 3.2 SUBMISSION

The TO Proposal shall be submitted via two e-mails, each not to exceed 10 MB.

The TO Technical Proposal shall be contained in one email, with two attachments. This email shall include:

- Subject line "CATS+ TORFP # DEXB4400007 Technical" plus the Master Contractor Name
- One attachment labeled "TORFP DEXB4400007 Technical Attachments" containing all Technical Proposal Attachments (see Section 3.3 below), signed and in PDF format.
- One attachment labeled "TORFP DEXB4400007 Technical Proposal" in Microsoft Word format (2007 or later).

The TO Financial Proposal shall be contained in one email, with one attachment. This email shall include:

- Subject line "CATS+ TORFP # DEXB4400007 Financial" plus the Master Contractor Name
- One attachment labeled "TORFP DEXB4400007 Financial" containing the TO Financial Proposal contents, signed and in PDF format.

# 3.3 SUMMARY OF ATTACHMENTS

No attachment forms shall be altered. Signatures shall be clearly visible.

The following attachments shall be included with the TO Technical Proposal:

- Attachment 2 MBE Forms D-1 and D-2 Signed PDF
- Attachment 4 Conflict of Interest Affidavit and Disclosure Signed PDF
- Attachment 5 and Attachment 5A Labor Classification Personnel Resume Summary (Forms LC1 and TM1) Signed PDF
- Attachment 13 Living Wage Affidavit of Agreement Signed PDF
- Attachment 16 Certification Regarding Investments in Iran Signed PDF

The following attachments shall be included with the TO Financial Proposal:

• Attachment 1 – Price Proposal – Signed PDF

# 3.4 PROPOSAL FORMAT

A TO Proposal shall contain the following sections in order:

# 3.4.1 TO TECHNICAL PROPOSAL

# A) Proposed Services

- 1) Executive Summary: A one-page summary describing the Master Contractor's understanding of the TORFP scope of work (Section 2) and proposed solution.
- 2) Draft Risk Assessment: Identification and prioritization of risks inherent in meeting the requirements in Section 2 Scope of Work. Includes a description of strategies to mitigate risks. If the Risk Assessment appears as a deliverable in Section 2 Scope of Work, that version will be a final version. Any subsequent versions should be approved through a formal configuration or change management process.
- 3) 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.
- 4) Tools the TO Contractor owns and proposes for use to meet any requirements in Section 2
- B) Compliance with Offeror's Company Minimum Qualifications

Offerors shall complete the following table to demonstrate compliance with the Offeror's Company Minimum Requirements in Section 2.9.1.

Reference	Offeror Company Minimum	Evidence of Compliance
	Requirement	
2.9.1.1	At least five (5) years of demonstrated experience providing software development support services. At least two (2) of those years must be as a Prime contractor.	Offeror documents evidence of compliance here.
2.9.1.2	At least five (5) years in the following areas of expertise:  - System-wide database/code performance testing and improvement  - Project Management and Planning  - Requirements Management  - Database Design & Support	Offeror documents evidence of compliance here.

	<ul> <li>Unit, System, and User</li> <li>Acceptance Testing</li> <li>Performance and Stress</li> </ul>	
	Testing	
2.9.1.3	At least one (1) year in the following areas of expertise:  - Custom workflow development within a custom workflow engine  - Custom Dashboards	Offeror documents evidence of compliance here.

# C) Proposed Personnel and TORFP Staffing

Master Contractors may only propose up to four named personnel in response to this TORFP. All other planned positions shall be described generically in the Staffing Plan, and **may not** be used as evidence of fulfilling company or personnel minimum qualifications.

- 1) Complete and provide Attachment 5 Labor Classification Personnel Resume Summary for each proposed resource (forms LC1 and TM1). The information should show:
  - a) In Form LC1 Each proposed person's skills and experience <u>as they relate to the Master Contractor's proposed solution and Section 2 Scope of Work.</u>
  - b) In Form TM1 List how each proposed person's background meets all minimum personnel requirements listed in this TORFP and the CATS+ Master Contract for the relevant labor category.
- 2) Provide copies of the required certifications for proposed personnel in accordance with Section 2.9.2 Offeror's Personnel Minimum Qualifications. Also provide a copy of the proposed Project Manager's PMP certificate.
- 3) Provide three (3) references per proposed personnel containing the information listed in Attachment 5, Form LC1 Section A.
- 4) Provide a Staffing Management Plan that demonstrates how the Offeror will provide resources in addition to the personnel requested in this TORFP, and how the TO Contractor Personnel shall be managed. Include:
  - a) Planned team composition by role. (<u>Important!</u> Identify specific names and provide history <u>only</u> for the proposed resources required for evaluation of this TORFP. Refer to Attachment 5 for further details.)
  - b) Process and proposed lead time for locating and bringing on board resources that meet TO needs
  - c) Supporting descriptions for all labor categories proposed in response to this TORFP
  - d) Description of approach for quickly substituting qualified personnel after start of TO
- 5) 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 Agreement.

D) MBE, SBE Participation and VSBE Participation

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

E) Subcontractors

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

F) Overall Master Contractor team organizational chart

Provide an overall team organizational chart with all team resources available to fulfill the TO scope of work.

- G) Master Contractor and Subcontractor Experience and Capabilities
  - 1) Provide up to three examples of engagements or contracts the Master Contractor or Subcontractor has completed that were similar to Section 2 Scope of Work. Include contact information for each client organization complete with the following:
    - a) Name of organization.
    - b) Point of contact name, title, email and telephone number (point of contact shall be accessible and knowledgeable regarding experience)
    - c) Services provided as they relate to Section 2 Scope of Work.
    - d) Start and end dates for each example engagement or contract.
    - e) Current Master Contractor team personnel who participated on the engagement.
    - f) If the Master Contractor is no longer providing the services, explain why not.
  - 2) State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any entity of the State of Maryland.

For each identified contract, the Master Contractor shall provide the following (if not already provided in sub paragraph 1 above):

- a) Contract or task order name
- b) Name of organization.
- c) Point of contact name, title, email, and telephone number (point of contact shall be accessible and knowledgeable regarding experience)
- d) Start and end dates for each engagement or contract. If the Master Contractor is no longer providing the services, explain why not.
- e) Dollar value of the contract.
- f) Indicate if the contract was terminated before the original expiration date.
- g) Indicate if any renewal options were not exercised.

Note - State of Maryland experience can be included as part of Section 2 above as engagement or contract experience. State of Maryland experience is neither required nor given more weight in proposal evaluations.

# H) State Assistance

Provide an estimate of expectation concerning participation by State personnel.

# I) Confidentiality

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

# J) Proposed Facility

Identify Master Contractor's facilities, including address, from which any work will be performed. The software development work shall not take place at GOCCP offices.

## 3.4.2 TO FINANCIAL PROPOSAL

- A) A description of any assumptions on which the Master Contractor's TO Financial Proposal is based (Assumptions shall not constitute conditions, contingencies, or exceptions to the price proposal);
- B) Attachment 1– Price Proposal, completed in .PDF format with all proposed labor categories including all rates fully loaded. Master Contractors shall list all proposed resources by approved CATS+ labor categories in the price proposal. Prices shall be valid for 120 days.
- C) To be responsive to this TORFP, the Price Proposal (Attachment 1) shall provide labor rates for all labor categories. Proposed rates are not to exceed the rates defined in the Master Contract for the Master Contract year(s) in effect at the time of the TO Proposal due date.

Note: Failure to specify a CATS+ labor category in the completed Price Proposal for each proposed resource will make the TO proposal non-responsive to this TORFP.

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# **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+ TORFP. In making the TO Agreement award determination, the GOCCP will consider all information submitted in accordance with Section 3.

# 4.2 TO PROPOSAL EVALUATION CRITERIA

The following are technical criteria for evaluating a TO Proposal in descending order of importance. Failure to meet the minimum company and personnel qualifications shall disqualify a proposal:

- A) The overall experience, capability and references for the Master Contractor as described in the Master Contractor's TO Technical Proposal.
- B) The Master Contractor's overall understanding of the TORFP Scope of Work Section 2. Level of understanding will be determined by the quality and accuracy of the technical proposal in adherence to Section 3.4.
- C) The capability of the proposed resources to perform the required tasks and produce the required deliverables in the TORFP Scope of Work Section 2. Capability will be determined from each proposed individual's resume, reference checks, and oral presentation (See Section 1.5 Oral Presentations/Interviews). Demonstrated experience in the following areas will be especially sought after:
  - Web application performance testing, tuning and improvement
  - GUI test automation tools
- D) The ability for the Master Contractor to meet staffing expectations relative to supplying additional personnel for this TORFP meeting qualifications in Section 2.9 and 2.10.
- E) Demonstration of how the Master Contractor plans to staff the task order at the levels set forth in Section 2.1 and also for potential future resource requests.

# 4.3 SELECTION PROCEDURES

- A) TO Proposals will be assessed throughout the evaluation process for compliance with the minimum qualifications listed in Section 2.9.2 of this TORFP, and quality of responses to Section 3.4.1 TO Technical Proposal.
- B) In the event of more than ten (10) responsive bids to this TORFP, GOCCP may, at the Procurement Officer's discretion, utilize a down select process and schedule multiple rounds of oral presentations that narrow the number of subsequent oral presentations to the five (5) most qualified proposals (i.e., perform down selects). If exercised, down-selected Master Contractors will be required to attend additional oral presentations.
- C) A technical ranking will be determined for each Master Contractor based upon the results of the additional presentation and other evaluation factors listed in Section 4.2.
- D) For TO Proposals deemed technically qualified and remaining after the down-select, the associated TO Financial Proposal will be opened.

- E) TO Financial Proposal responses will be reviewed and ranked from lowest to highest price proposed.
- F) The most advantageous TO Proposal considering both the technical and financial submissions shall be selected for TO award. In making this selection, technical merit has greater weight.
- G) All Master Contractors submitting a TO Proposal shall receive written notice from the TO Procurement Officer identifying the awardee.

# 4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT

Commencement of work in response to a TO Agreement shall be initiated only upon issuance of a fully executed TO Agreement, a Non-Disclosure Agreement (TO Contractor), a Purchase Order, and by a Notice to Proceed authorized by the TO Procurement Officer. See Attachment 7 - Notice to Proceed (sample). A Criminal Background Check Affidavit (see Attachment 19) will also be required before work begins on the Task Order.

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# LIST OF ATTACHMENTS

Attachment	Attachment Name	Applicable	Submit with Proposal?*
Label		to this TORFP?	(Submit, Do Not Submit, N/A)
Attachment 1	Price Proposal	Applicable	Submit with TO Financial Proposal
Attachment 2	Minority Business Enterprise	Applicable	Submit with TO Technical Proposal
	Participation (Attachments D-1 – D-7)	P P	
Attachment 3	Task Order Agreement (TO Agreement)	Applicable	Do Not Submit with Proposal
Attachment 4	Conflict of Interest Affidavit and Disclosure	Applicable	Submit with TO Technical Proposal
Attachment 5	Labor Classification Personnel Resume Summary	Applicable	Submit with TO Technical Proposal
Attachment 6	Pre-Proposal Conference Directions	Applicable	Do Not Submit with Proposal
Attachment 7	Notice to Proceed (Sample)	Applicable	Do Not Submit with Proposal
Attachment 8	Agency Receipt of Deliverable Form	Applicable	Do Not Submit with Proposal
Attachment 9	Agency Deliverable Product Acceptance Form (DPAF)	Applicable	Do Not Submit with Proposal
Attachment 10	Non-Disclosure Agreement (Offeror)	Applicable	Do Not Submit with Proposal
Attachment 11	Non-Disclosure Agreement (TO Contractor)	Applicable	Do Not Submit with Proposal
Attachment 12	TO Contractor Self-Reporting Checklist	Applicable	Do Not Submit with Proposal
Attachment 13	Living Wage Affidavit of Agreement	Applicable	Submit with TO Technical Proposal
Attachment 14	Mercury Affidavit	Not Applicable	N/A
Attachment 15	Veteran Owned Small Business Enterprise Utilization Affidavit	Not Applicable	N/A
Attachment 16	Certification Regarding Investments in Iran	Applicable	Submit with TO Technical Proposal
Attachment 17	Sample work order	Applicable	Do Not Submit with Proposal
Attachment 18	Performance Evaluation Form	Applicable	Do Not Submit with Proposal
Attachment 19	Criminal Background Check Affidavit	Applicable	Do Not Submit with Proposal
Attachment 20	System Performance Enhancements	Applicable	Do Not Submit with Proposal
Attachment 21	Grant Application Review Module	Applicable	Do Not Submit with Proposal
Attachment 22	Change Grant Application Award Visibility for Internal vs. External Users	Applicable	Do Not Submit with Proposal
Attachment 23	Reporting Period End Dates Assignment	Applicable	Do Not Submit with Proposal
Attachment 24	Rich Text	Applicable	Do Not Submit with Proposal
Attachment 25	Session Control	Applicable	Do Not Submit with Proposal

\*If not specified in submission instructions, any attachment submitted with response shall be in PDF format and signed

## ATTACHMENT 1 PRICE PROPOSAL

# PRICE PROPOSAL (TIME AND MATERIALS) FOR CATS+ TORFP # DEXB4400007

Time and Materials costs for work within the scope of this task order, as assigned through work orders, is based on a distribution of 1,500 labor hours annually. The 1,500 hours are not to be construed as "guaranteed" hours; the total number of hours is an estimate only for purposes of price proposal evaluation. Actual Time and Materials hours will be determined by actual work orders issued by GOCCP as described in Section 2.12.3. The TO Contractor shall identify the CATS+ labor category for each type of resource anticipated in support of the Task Order.

Note: Master Contractors shall propose all labor categories that <u>might possibly be required</u> in the course of the various work orders issued in support of this contract. Although six resources are listed, the Master Contractor may propose additional labor categories. For evaluation purposes, the 1,500 total class hours MUST be distributed among the pre-defined six (6) resources. Labor hours should not be proposed for any categories other than the six (6) resources which have been pre-defined in the table below.

A year for this task order shall be calculated as one calendar year from NTP. **Labor Rate Maximums:** The maximum labor rate that may be proposed for any CATS+ Labor Category shall not exceed the maximum for the CATS+ Master Contract year in effect on the TO Proposal due date.

	CATS+ Labor Category	Hourly	Total	Total Proposed
I-1- Ti41-	Proposed by Master	Labor Rate	Class	CATS+
Job Title	Contractor	(A)	Hours	TORFP Price
			(B)	(C)
			` ′	(0)
Year 1			1500	
Project Manager	Insert CATS+ Labor	\$		\$
	Category			
Business Analyst	Insert CATS+ Labor	\$		\$
	Category			
Software Developer	Insert CATS+ Labor	\$		\$
	Category			
Database Administrator	Insert CATS+ Labor	\$		\$
	Category			
Testing Specialist	Insert CATS+ Labor	\$		\$
	Category			
Technical Writer	Insert CATS+ Labor	\$		\$
	Category			
<insert job="" title=""></insert>	Insert CATS+ Labor	\$	N/A	N/A
	Category			
		<b>Evaluated Pric</b>		\$
Year 2			1500	
Project Manager	Insert CATS+ Labor	\$		\$
	Category			
Business Analyst	Insert CATS+ Labor	\$		\$
	Category			
Software Developer	Insert CATS+ Labor	\$		\$
	Category			

	CATS+ Labor Category	Hourly	Total	Total Proposed
Job Title	Proposed by Master	Labor Rate	Class	CATS+
Job Tille	Contractor	(A)	Hours	TORFP Price
			(B)	(C)
Database Administrator	Insert CATS+ Labor	\$		\$
	Category			
Testing Specialist	Insert CATS+ Labor	\$		\$
	Category			
Technical Writer	Insert CATS+ Labor	\$		\$
	Category			
<insert job="" title=""></insert>	Insert CATS+ Labor	\$	N/A	N/A
	Category			
		<b>Evaluated Price Year 2</b>		\$
Year 3			1500	
Project Manager	Insert CATS+ Labor	\$		\$
	Category			
Business Analyst	Insert CATS+ Labor	\$		\$
	Category			
Software Developer	Insert CATS+ Labor	\$		\$
	Category			
Database Administrator	Insert CATS+ Labor	\$		\$
Trading Consisting	Category Insert CATS+ Labor	\$		Φ.
Testing Specialist	Category	\$		\$
Technical Writer	Insert CATS+ Labor	\$		\$
.,	Category	Ť		
<insert job="" title=""></insert>	Insert CATS+ Labor	\$	N/A	N/A
	Category			
		<b>Evaluated Pric</b>	e Year 3	\$
<b>Total Evaluated Price (Years 1</b>	1 – 3)			\$

Authorized Individual Name	Company Name
Title	Company Tax ID#
Signature	Date

The Hourly Labor Rate is the actual rate the State will pay for services and shall be recorded in dollars and cents. The Hourly Labor Rate cannot exceed the Master Contract Rate but may be lower. Rates shall be fully loaded, all-inclusive, i.e., include all direct and indirect costs and profits for the Master Contractor to perform under the TO Agreement. The total hours listed above are to be considered as estimated only and not be be construed as guaranteed billable hours. Actual hours will be compensated at the total number of hours performed for Time & Materials work orders.

## ATTACHMENT 2 MINORITY BUSINESS ENTERPRISE FORMS

# TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING REQUIREMENTS

CATS+ TORFP # DEXB4400007

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

- 1) As the TO Contractor, you have entered into a TO Agreement with the State of Maryland. As such, your company/firm is responsible for successful completion of all deliverables under the contract, including your commitment to making a good faith effort to meet the MBE participation goal(s) established for TORFP. Part of that effort, as outlined in the TORFP, includes submission of monthly reports to the State regarding the previous month's MBE payment activity. Reporting forms D-5 (TO Contractor Paid/Unpaid MBE Invoice Report) and D-6 (Subcontractor Paid/Unpaid MBE Invoice Report) are attached for your use and convenience.
- 2) The TO Contractor must complete a separate Form D-5 for each MBE subcontractor for each month of the contract and submit one copy to each of the locations indicated at the bottom of the form. The report is due no later than the 15th of the month following the month that is being reported. For example, the report for January's activity is due no later than the 15th of February. With the approval of the TO Manager, the report may be submitted electronically. Note: Reports are required to be submitted each month, regardless 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 of Form D-6 (e-copy of and/or hard copy). The TO Contractor should make sure that the subcontractor receives all the information necessary to complete the form properly, including 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, including reports showing zero MBE payment activity. 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 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 D-1 MDOT CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT

This document and document D-2 **MUST BE** included with the bid or offer. If the Bidder or Offeror fails to complete and submit this form with the bid or offer as required, the procurement officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award

	- W - V - W - W - W - W - W - W - W - W
	junction with the bid or offer submitted in response to Solicitation No, I the following:
1.□	I acknowledge and intend to meet the overall certified Minority Business Enterprise (MBE) participation goal of percent and, if specified in the solicitation, the following subgoals (complete for only those subgoals that apply):
	percent African American percent Asian American
	percent Hispanic American percent Woman-Owned
	Therefore, I will not be seeking a waiver pursuant to COMAR 21.11.03.11.
	OR
	I conclude that I am unable to achieve the MBE participation goal and/or subgoals. I hereby request a waiver, in whole or in part, of the overall goal and/or subgoals. Within 10 business days of receiving notice that our firm is the apparent awardee, I will submit all required waiver documentation in accordance with COMAR 21.11.03.11.

- 2. I understand that if I am notified that I am the apparent awardee of a TORFP, I must submit the following additional documentation as directed in the TORFP.
  - Outreach Efforts Compliance Statement (D-3)
  - Subcontractor Project Participation Certification (D-4)
  - Any other documentation, including D-7 waiver documentation, if applicable, required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal.

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

- 3. 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.
- 4. Set forth below are the (i) certified MBEs I intend to use and (ii) the percentage of the total contract amount allocated to each MBE for this project and the items of work each MBE will provide under the contract. I hereby affirm that the MBE firms are only providing those items of work for which they are MDOT certified.

GOCCP GRANTS	MANAGEMENT	<b>SYSTEM</b>	(GMS)	DEVEL	OPMENT,
ENHANCEMENT	AND SHIDDORT				

TORFP NUMBER DEXB4400007

I solemnly affirm under the penalties of perjury my knowledge, information, and belief.	that the contents of this Affidavit are true to the best of
Bidder/Offeror Name (please print or type)	Signature of Affiant
	Name:
	Title:
	Date:

# ATTACHMENT 2 D-2 MBE PARTICIPATION SCHEDULE

Prime Contractor:	Project Description:	
(Firm Name, Address, Phone)		
Project Number:		
List Information For Each Certified MBE Sul	ocontractor On This Project	
Minority Firm Name MBE Certification Nur	mber	
FEIN Identify the Applicable Certification Category (For Du	nally Certified Firms, Check Only One Category)	
☐ African American ☐ Asian American ☐ Hispa Percentage of Total Contract Value to be prov		
Description of Work to Be Performed:		
Minority Firm Name MBE Certification Nur	nber	
The state of the s		
FEIN Identify the Applicable Certification Category (For Du	ally Certified Firms, Check Only One Category)	
☐ African American ☐ Asian American ☐ Hispa	nnic American □ Woman-Owned □ Other	
Percentage of Total Contract Value to be provided Description of Work to Be Performed:	vided by this MBE%	
Description of work to be renormed.		
Minority Firm Name MBE Certification Nur	nber	
FEIN		
Identify the Applicable Certification Category (For Du	ally Certified Firms, Check Only One Category)	
☐ African American ☐ Asian American ☐ Hispa		
Percentage of Total Contract Value to be provided Description of Work to Be Performed:	vided by this MBE%	
Description of work to be refformed.		
Minority Firm Name MBE Certification Nur	nber	
FEIN		
Identify the Applicable Certification Category (For Du	nally Certified Firms, Check Only One Category)	
☐ African American ☐ Asian American ☐ Hispanic American ☐ Woman-Owned ☐ Other Percentage of Total Contract Value to be provided by this MBE %		
Description of Work to Be Performed:		

Continue on a separate page, if needed.

GOCCP GRANTS MANAGEMENT SYSTEM (GMS) DEVELOPMENHANCEMENT, AND SUPPORT	TORFP NUMBER DEXB4400007
Summary	
Total African-American MBE Participation:	%
Total Asian American MBE Participation:	
Total Hispanic American MBE Participation	:%
Total Woman-Owned MBE Participation:	
Total Other Participation:	
Total All MBE Participation:	
I solemnly affirm under the penalties of perjury that my knowledge, information, and belief.	the contents of this Affidavit are true to the best of
Bidder/Offeror Name	Signature of Affiant
(please print or type)	
Name:	
Title:	
Date:	

# SUBMIT AS INSTRUCTED IN TORFP

# ATTACHMENT 2 D-3 MBE OUTREACH EFFORTS COMPLIANCE STATEMENT

Complete and submit this form within 10 working days of notification of apparent award or actual award, whichever is earlier. In conjunction with the bid or offer submitted in response to Solicitation No. Bidder/Offeror states the following: 1. Bidder/Offeror identified opportunities to subcontract in these specific work categories. 2. Attached to this form are copies of written solicitations (with bidding instructions) used to solicit MDOT certified MBEs for these subcontract opportunities. 3. Bidder/Offeror made the following attempts to contact personally the solicited MDOT certified MBEs. Select ONE of the following: 4. ☐ This project does not involve bonding requirements. OR ☐ Bidder/Offeror assisted MDOT certified MBEs to fulfill or seek waiver of bonding requirements (describe efforts). 5. Select ONE of the following: ☐ Bidder/Offeror did/did not attend the pre-bid/proposal conference. OR ☐ No pre-bid/proposal conference was held. By: Bidder/Offeror Printed Name Signature

Address:

# ATTACHMENT 2 D-4 MBE SUBCONTRACTOR PROJECT PARTICIPATION CERTIFICATION

Pleas		h MDOT certified MBE listed on Attachment D-1 within notification of apparent award.	
descr		ctor) has entered into a contract with r) to provide services in connection with the Solicitation	
P	rime Contractor Address and Phone	Project Description	
P	roject Number	Total Contract Amount \$	
M	Inority Firm Name	MBE Certification Number	
	Vork To Be Performed ercentage of Total Contract		
comp 308(a	blied with the State Minority Business Ena)(2), Annotated Code of Maryland which	ntractor hereby certify and agree that they have fully aterprise law, State Finance and Procurement Article §14-th provides that, except as otherwise provided by law, a sy business enterprise in a bid or proposal and:	
(1)	* '	ortain authorization from the certified minority business ority business enterprise in its bid or proposal;	
(2)	fail to notify the certified minority business enterprise before execution of the contract of its inclusion of the bid or proposal;		
(3)	fail to use the certified minority business enterprise in the performance of the contract; or		
(4)	pay the certified minority business ent proposal.	erprise solely for the use of its name in the bid or	
Prim	e Contractor Signature	Subcontractor Signature	
By:		By:	
	Name, Title	Name, Title	
	Date	Date	

This form must be completed monthly by the prime contractor.

Report #:

Reporting Period (Month/Year):

# ATTACHMENT 2 D-5 MBE PRIME CONTRACTOR PAID/UNPAID MBE INVOICE REPORT

Maryland Department of Information Technology

Minority Business Enterprise Participation

Prime Contractor Paid/Unpaid MBE Invoice Report

Contract #:

Contracting Unit:

Report is due to the MBE Officer by the 10th of the month following the month the services were provided.  Note: Please number reports in sequence		Contract Amount:  MBE Subcontract Amt:  Project Begin Date:  Project End Date:  Services Provided:		
		Bervices		
Prime Contractor:			Contact Person:	
Address:				
City:			State:	ZIP:
Phone:	FAX: Email:			
Subcontractor Name:			Contact Person:	
Phone:	FAX:			
Subcontractor Services Provided:				
List all payments made to MBE subco	ntractor named			s of any outstanding
above during this reporting period:		invo		
Invoice# Amount	•		Invoice #	Amount
1.		1.		
2.		2.		
3.		3.		
4.		4. Tota	1 Dallana Hamaida	
Total Dollars Paid:		\$	l Dollars Unpaid:	
\$		p		<del></del>
**If more than one MBE subcontractor is u	used for this conti	ract. von m	ust use senarate D-5	5 forms.
**Return one copy (hard or electronic) of t is preferred):				
(TO MANAGER OF APPLICABLE I	POC NAME,	(AG	ENCY MBE LIAS	SION OR APPLICABLE
TITLE)	,	`	NAME, TITLE)	
(AGENCY NAME)		(AG	ENCY NAME)	
(ADDRESS, ROOM NUMBER)		(AD	DRESS, ROOM N	NUMBER)
(CITY, STATE ZIP)		(CIT	Y, STATE ZIP)	
(EMAIL ADDRESS)		(EM	AIL ADDRESS)	

This form must be completed by MBE subcontractor

# ATTACHMENT 2 D-6 SUBCONTRACTOR PAID/UNPAID MBE INVOICE REPORT

Minority Business Enterprise Participation

Report#:	Contract #	
	Contracting Unit:	
Reporting Period (Month/Year):	MBE Subcontract Amount:	
	Project Begin Date:	
Report is due by the 10th of the month following	Project End Date:	
the month the services were performed.	Services Provided:	
MBE Subcontractor Name:		
MDOT Certification #:		
Contact Person:	Email:	
Address:		
City:	State: ZIP:	
	FAX:	
Subcontractor Services Provided:		
	T	
List all payments received from Prime Contractor	List dates and amounts of any unpaid	invoices over
during reporting period indicated above.	30 days old.	
Invoice Amount Date	Invoice Amount Date	
1.	1.	
2.	2.	
3.	3.	
4.	4.	
TAID II D'I A	T (1D 11 II : 1 ft	
Total Dollars Paid: \$	Total Dollars Unpaid: \$	
Drima Contractor:	Contact Person:	
Prime Contractor:	Contact Person:	
**Return one copy of this form to the following addres	es (electronic conv. with signature & data	is preferred):
Actum one copy of this form to the following address	s (electronic copy with signature & date	is piciciicu).
TO MANAGER OF APPLICABLE POC NAME,	(AGENCY MBE LIASION OR APPL	ICABLE
TITLE)	POC NAME, TITLE)	
(AGENCY NAME)	(AGENCY NAME)	
(ADDRESS, ROOM NUMBER)	(ADDRESS, ROOM NUMBER)	
(CITY, STATE ZIP)	(CITY, STATE ZIP)	
(EMAIL ADDRESS)	(EMAIL ADDRESS)	
,		
Signature:	Date:	
(Required)		

# ATTACHMENT 2 CODE OF MARYLAND REGULATIONS (COMAR)

Title 21, State Procurement Regulations

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

## **COMAR 21.11.03.11 - Waiver.**

- A. If, for any reason, the apparent successful bidder or offeror is unable to achieve the contract goal for certified MBE participation, the bidder or offeror may request, in writing, a waiver to include the following:
  - 1) A detailed statement of the efforts made to select portions of the work proposed to be performed by certified MBEs in order to increase the likelihood of achieving the stated goal;
  - 2) A detailed statement of the efforts made to contact and negotiate with certified MBEs including:
    - a) The names, addresses, dates, and telephone numbers of certified MBEs contacted, and
    - b) A description of the information provided to certified MBEs regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed;
  - 3) As to each certified MBE that placed a subcontract quotation or offer that the apparent successful bidder or offeror considers not to be acceptable, a detailed statement of the reasons for this conclusion;
  - 4) A list of minority subcontractors found to be unavailable. This list should be accompanied by an MBE unavailability certification (MBE Attachment D6) signed by the minority business enterprise, or a statement from the apparent successful bidder or offeror that the minority business refused to give the written certification: and
  - 5) The record of the apparent successful bidder or offeror's compliance with the outreach efforts required under Regulation .09B(2)(b).
    - A waiver may only be granted upon a reasonable demonstration by that MBE participation could not be obtained or could not be obtained at a reasonable price.
    - If the waiver request is determined not to meet this standard, the bidder or offeror will be found non-responsive (bid) or not reasonably susceptible for award (proposal) and removed from further consideration.
- B. A waiver of a certified MBE contract goal may be granted only upon reasonable demonstration by the bidder or offeror that certified MBE participation was unable to be obtained or was unable to be obtained at a reasonable price and if the agency head or designee determines that the public interest is served by a waiver. In making a determination under this section, the agency head or designee may consider engineering estimates, catalogue prices, general market availability, and availability of certified MBEs in the area in which the work is to be performed, other bids or offers and subcontract bids or offers substantiating significant variances between certified MBE and non-MBE cost of participation, and their impact on the overall cost of the contract to the State and any other relevant factor.

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

# ATTACHMENT 2 MBE D-7 MINORITY CONTRACTOR UNAVAILABILITY CERTIFICATE

Section I (to	$be\ completed$	by PRIME CON	ΓRACTOR)		
I hereby certi	fy that the firm	n of			
		(Name of	f Prime Contractor)		
located at _					
	(Number)	(Street)	(City)	(State)	(Zip)
on	contacted	d certified minority	business enterprise,	,	
(Date)	)			(Name of Mino	ority Business),
located at _					· · · · · · · · · · · · · · · · · · ·
	(Number)	(Street)	(City)	(State)	(Zip)
-	otain a bid for w	•	oject number		_, project
List below the	e type of work	/ service requested:	:		
			e for the work /servi		
The statemen	ts contained ab	pove are, to the bes	t of my knowledge a	and belief, true a	and accurate.
(Name)		(Title)			
(Number)	(Street)	(City)	(State)	(Zip)	
(Signature)			(Date)		

Note: Certified minority business enterprise must complete Section II

Section II (to be completed by CERTIFIED MINORITY BUSINESS ENTERPRISE)				
I hereby certify that the firm of	f		N	MBE Cert #
	(Name o	of MBE Firm)		
located at				
(Number)	(Street)	(City)	(Stat	e) (Zip)
was offered the opportunity to	bid on project i	number	_ , ON	·
				(Date)
by:				
(Prime Contractor's Na	ame) (Prime	Contractor's Officia	al's Name)	(Title)
The statements contained in Se and belief, true and accurate.	ection I and Sec	tion II of this docu	ment, to the bes	st of my knowledge
(Name)	(Title)		(Phone)	
(Signature)			(Fax Numbe	r)

## ATTACHMENT 3 TASK ORDER AGREEMENT

# CATS+ TORFP# DEXB4400007 OF MASTER CONTRACT #060B2490023

This Task Order Agreement ("TO Agreement") is made this day of Month, 20XX by and between

(TO Contractor) and the STATE OF MARYLAND, TO Requesting

# Agency.

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

- 1. Definitions. In this TO Agreement, the following words have the meanings indicated:
  - a) "Agency" means the TO Requesting Agency, as identified in the CATS+ TORFP # ADPICS PO.
  - b) "CATS+ TORFP" means the Task Order Request for Proposals # ADPICS PO, dated MONTH DAY, YEAR, including any addenda.
  - c) "Master Contract" means the CATS+ Master Contract between the Maryland Department of Information Technology and TO Contractor dated MONTH DAY, YEAR.
  - d) "TO Procurement Officer" means TO Procurement Officer. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
  - e) "TO Agreement" means this signed TO Agreement between TO Requesting Agency and TO Contractor.
  - f) "TO Contractor" means the CATS+ Master Contractor awarded this TO Agreement, whose principal business address is \_\_\_\_\_\_.
  - g) "TO Manager" means TO Manager of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
  - h) "TO Technical Proposal" means the TO Contractor's technical response to the CATS+ TORFP dated date of TO Technical Proposal.
  - i) "TO Financial Proposal" means the TO Contractor's financial response to the CATS+ TORFP dated date of TO Financial Proposal.
  - i) "TO Proposal" collectively refers to the TO Technical Proposal and TO Financial Proposal.
- 2. Scope of Work
- 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or super-cede the Master Contract.
- 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS+ TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
  - a) The TO Agreement,
  - b) Exhibit A CATS+ TORFP
  - c) Exhibit B TO Technical Proposal

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

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

- 4. Consideration and Payment
- 4.1 The consideration to be paid the TO Contractor shall be done so in accordance with the CATS+ TORFP and shall not exceed \$\_\_\_\_\_\_. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.
- 4.2 Payments to the TO Contractor shall be made as outlined Section 2 of the CATS+ TORFP, but no later than thirty (30) days after the Agency's receipt of a proper invoice for services provided by the TO Contractor, acceptance by the Agency of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.
- 4.3 Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is \_\_\_\_\_\_. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices must be submitted to the Agency TO Manager unless otherwise specified herein.
- 4.4 In addition to any other available remedies, if, in the opinion of the TO Procurement Officer, the TO Contractor fails to perform in a satisfactory and timely manner, the TO Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the TO Contractor to be reduced or withheld until such time as the TO Contractor meets performance standards as established by the TO Procurement Officer

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

**TO Contractor Name** 

GOCCP GRANTS MANAGEMENT SYSTEM (GMS) DEVELOPMENT ENHANCEMENT, AND SUPPORT	TORFP NUMBER DEXB440000
By: Type or Print TO Contractor POC	Date
Witness:	
STATE OF MARYLAND, TO	O Requesting Agency
By: insert name, TO Procurement Officer	Date

Witness:

# ATTACHMENT 4 CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

- A) "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.
- B) "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a bidder, offeror, contractor, consultant, or subcontractor or sub-consultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.
- C) The bidder or offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.
- D) The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail—attach additional sheets if necessary):
- E) The bidder or offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

I DO SOLEMINE I DECLARE AND AFFIRM UNDER THE FEMALTIES OF FERJURI	$I\Pi AI$
THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST C	F MY
KNOWLEDGE, INFORMATION, AND BELIEF.	

I DO COLEMNI V DECLADE AND A FEIDM LINDED THE DENALTIES OF DEDITIDY THAT

Date:	By:	
	(Authorized Representative and Affiant)	)

# ATTACHMENT 5 LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY (INSTRUCTIONS)

- 1) For this solicitation,
  - a) Master Contractors shall propose a specific resource to fill every job title listed below. If allowed by the solicitation, one resource may be proposed to fill more than one job title. Failure to propose a resource for each job title identified as part of the TO Proposal will result in the TO Technical Proposal being deemed not susceptible for award.
  - b) Master Contractors shall propose the CATS+ Labor Category that best fits each proposed resource. Master Contractors shall comply with all personnel requirements under the Master Contract RFP 060B2490023.
  - c) Master Contractors shall propose a maximum of 1 resource per job title listed below.
  - d) Failure of any proposed resource to meet minimum requirements as listed in this TORFP and in the CATS+ Master Contract will result in the entire TO Technical Proposal being deemed not susceptible for award.
- 2) Job Titles
  - a) Project Manager
  - b) Software Developer
  - c) Testing Specialist
  - d) Business Analyst
- 3) For each job title above, the Master Contractor shall complete one Attachment 5 form and one Attachment 5A form using the templates provided. Alternate worksheets are not allowed. The Attachment 5A Form TM1- is a separate form labeled *Attachment 5A Form TM1 Requirements Qualification Traceability Matrix.xls*.
- 4) Form Completion
  - a) Complete one Personnel Resume Summary (Attachment 5 Form LC1) per proposed person to present each proposed person's resume in a standard format.
  - b) Additional information may be attached to each Personnel Resume Summary that may assist a full and complete understanding of the individual being proposed.
  - c) Instructions for Attachment 5A Form TM1 Requirements Qualification Traceability Matrix. Complete the following parts:
    - Part A) CATS+ Minimum Qualifications: For each job title above, the Master Contractor shall insert each specific minimum qualification requirement from the CATS+ Master Contract for the proposed labor category. Each minimum requirement shall be followed by one or more examples that demonstrate how the proposed resource meets the minimum requirement. Account for all minimum qualifications, including any experience, education, or professional certifications.
      - (1) Where there is a time requirement such as three months' experience, you shall provide the dates from and to showing an amount of time that equals or exceeds the

- *mandatory time requirement.* Enter multiple examples if necessary to show the required time is met using multiple experiences.
- (2) Include the data to support the example within the table. Cross-referencing other cells within the matrix or other portions of the TO Technical Proposal shall only be allowed when referencing proof of certification provided elsewhere in the TO Technical Proposal. For example, proof of current Oracle Certified Professional status may be cross referenced from the matrix if a copy of the certification is submitted as part of the TO Technical Proposal.
- Part B) Other TORFP Minimum Qualifications: For each job title above, the Master Contractor shall insert each specific minimum qualification requirement listed in the solicitation. Each minimum requirement shall be followed by one or more examples that demonstrate how the proposed resource meets the minimum requirement. Account for all minimum qualifications, including any experience, education, or professional certifications.
- <u>Part C) Other Personnel Requirements</u>: After all minimum qualification requirements, the Master Contractor shall insert any other personnel requirements listed within this TORFP and describe how the proposed resource meets those requirements.

# ATTACHMENT 5 FORM LC1 - LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY

CATS+ TORFP # DEXB4400007

Instructions: Submit one resume form for each resource proposed in the TO Proposal. Do not submit other resume formats. Fill out each box as instructed. Do not enter "see resume" in this form. Failure to follow the instructions on the instructions tab and in TORFP may result in the TO Proposal being considered not susceptible for award.

Candidate Name:				
Master Contractor:	<insert cont<="" master="" td=""><td>ractor name&gt;</td><td></td><td></td></insert>	ractor name>		
Proposed CATS+ Labor Cate	egory: <pre><pre><pre>proposed by Maste</pre></pre></pre>	er Contractor>		
Job Title (As listed in TORF	P): <a described="" in="" s="" td="" this<=""><td>TORFP&gt;</td><td></td><td></td></a>	TORFP>		
Education / Training (s	start with latest degree / co	ertificate)		_
Institution Name / City / State	e I	Degree / Certification	Year Completed	Field Of Study
<add as="" lines="" needed=""></add>				
Relevant Work Experi	ence*			
Section 2 of the TORFP. S	relevant to the Duties / Respo Start with the most recent expe use Employment <u>History beloveded.</u>	rience first; do not incl	ude experienc	ce not relevant to
Organization] Title / Role] Period of Employment / Work [MM/YY – MM/YY)] [Location] [Contact Person (Optional if current employer)]	Description of Work			
Organization] Title / Role] Period of Employment / Work Location] Contact Person]	Description of Work			
Employment History*				
List employment history, s Add lines as needed.	starting with the most recent en	mployment first. Enter	dates as MM	/YY – MM/YY.
Start and End Dates	Job Title or Position	Organization Name	Reaso	n for Leaving
MM/YY – MM/YY				

# ATTACHMENT 5 FORM LC1 - LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY (CONTINUED)

\*Fill out each box. Do not enter "see resume" as a response.

Reference Number:

# A) References for Proposed Resource (if requested in the TORFP)

List persons the State may contact as employment references. Add lines as needed.

Date From:	<mm yy=""></mm>		
Date To:	<mm yy=""></mm>		
Organization Name:	<insert organizatio<="" th=""><th>n name&gt;</th><th></th></insert>	n name>	
Contact Name:	<insert contact=""></insert>		
Contact Phone:	<insert phone=""></insert>		
Contact e-mail:	<insert e-mail=""></insert>		
Details:	<insert details=""></insert>		
B) Requirements Qua	lification Traceabil	ity Matrix	
Complete the matrix (Atta Contract and/or this TORI		equirement listed for the position	in either the CATS+ Master
The information provide knowledge:	ed on this form for th	is resource is true and correct	to the best of my
Master Contractor Re	presentative:		
Print Name		Signature	Date
Proposed Individual:			
Signature		Date	

# ATTACHMENT 6 PRE-PROPOSAL CONFERENCE DIRECTIONS

# **Directions to the Maryland Department of Transportation Headquarters**

### From the South

From I-97 take MD 100 West to MD 170 North. Take MD 170 North to Stoney Run. Take the ramp that veers to the right. Make a left at the top of the ramp and cross over MD 170. Proceed to the next light this will be the New Ridge Road intersection, turn right Corporate Center Drive begins. MDOT Headquarters is <sup>3</sup>/<sub>4</sub> mile on the right side of the road. Visitor parking is to the left.

# From the North

From I-95 or BW Parkway take I-195 to MD 170 South to Stoney Run. Turn left at the light. Make a left at the top of the ramp and cross over MD 170. Proceed to the next light this will be the New Ridge Road intersection, turn right Corporate Center Drive begins. MDOT Headquarters is <sup>3</sup>/<sub>4</sub> mile on the right side of the road. Visitor parking is to the left.

## **Marc Train Service**

Ride the Marc Penn Line Train from both the South and North and exit at the BWI Marc Train Station. When you exit the train follow directions to the crossover (tracks) and you will find an exit door on the second floor leading to a pedestrian bridge. This pedestrian bridge will carry you (1600 ft.) to MDOT.

# **Light Rail Service**

Ride the light rail from the North to the BWI Airport Station. There is shuttle service from the BWI Airport to BWI Marc Train Station. Take the crossover (tracks) and on the second floor there is an exit to the Pedestrian Bridge for MDOT. This pedestrian bridge will carry you (1600 ft.) to MDOT.

# ATTACHMENT 7 NOTICE TO PROCEED (SAMPLE)

	Mont	h D	ay,	Year
--	------	-----	-----	------

# TO Contractor Name TO Contractor Mailing Address Re: CATS+ TO Project Number (TORFP #): ADPICS PO Dear TO Contractor Contact: This letter is your official Notice to Proceed as of Month Day, Year, for the above-referenced Task Order Agreement. Mr. / Ms. \_\_\_\_\_\_ of \_\_\_\_ (Agency Name) will serve as the TO Manager and your contact person on this Task Order. He / She can be reached at telephone \_\_\_\_\_\_. Enclosed is an original, fully executed Task Order Agreement and purchase order. Sincerely,

# **TO Procurement Officer**

Task Order Procurement Officer

Enclosures (2)

cc: TO Manager

Procurement Liaison Office, Department of Information Technology

Project Oversight Office, Department of Information Technology

# ATTACHMENT 8 AGENCY RECEIPT OF DELIVERABLE FORM

I acknowledge receipt of the following:		
TORFP Title: TORFP Title		
TO Project Number (TORFP #): ADPICS PO		
Title of Deliverable:		
TORFP Reference Section #		
Deliverable Reference ID #		
Name of TO Manager: TO Manager		
TO Manager Signature	Date Signed	
Name of TO Contractor's Project Manager: _		
TO Contractor's Project Manager Signature	Date Signed	

# ATTACHMENT 9 AGENCY DELIVERABLE PRODUCT ACCEPTANCE FORM

Agency Name: TO Requesting Agency	
TORFP Title: TORFP Project Name	
TO Manager: TO Manager and Phone Number	
To:	
The following deliverable, as required by TO Project Number received and reviewed in accordance with the TORFP.	er (TORFP #): # <mark>ADPICS PO</mark> has been
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

# ATTACHMENT 10 NON-DISCLOSURE AGREEMENT (OFFEROR)

This No	-Disclosure Agreement (the "Agreement") is made this day of 20, by and between (hereinafter referred to as "the OFFEROR") and the State of Maryland (hereinafter referred).		
to as "the			
for TOR OFFER( informat upon wh any othe	PR warrants and represents that it intends to submit a TO Proposal in response to CATS+ TORFP # ADPICS PO FP Title. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the PR with access to certain confidential information including, but not limited, to All succon provided by the State shall be considered Confidential Information regardless of the form, format, or media ch or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or form, and regardless of whether the information is marked as "Confidential Information". As a condition for its ad access to the Confidential Information described above, the OFFEROR agrees as follows:		
1.	OFFEROR will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received, except in connection with the preparation of its TO Proposal.		
2.	Each employee or agent of the OFFEROR who receives or has access to the Confidential Information shall execute a copy of this Agreement and the OFFEROR shall provide originals of such executed Agreements to the State. Each employee or agent of the OFFEROR who signs this Agreement shall be subject to the same terms, conditions, requirements and liabilities set forth herein that are applicable to the OFFEROR.		
3.	OFFEROR shall return the Confidential Information to the State within five business days of the State's Notice of recommended award. If the OFFEROR does not submit a Proposal, the OFFEROR shall return the Confidential Information to TO Procurement Officer, TO Requesting Agency on or before the due date for Proposals.		
4.	OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR'S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.		
5.	In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.		
6.	This Agreement shall be governed by the laws of the State of Maryland.		
7.	OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than \$20,000 and/or imprisonment not exceeding 5 years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.		
8.	The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.		
OFFERO	PR: BY:		
NAME:	TITLE:		
ADDRE	SS:		

## ATTACHMENT 11 NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

THIS NON-DISCLOSURE AGREEMENT (Agreement) is made as of this day of,
20, by and between the State of Maryland ("the State"), acting by and through its TO Requesting Agency (the
"Department"), and ("TO Contractor"), a corporation with its principal business office located at
and its principal office in Maryland located at
·
RECITALS
WHEREAS, the TO Contractor has been awarded a Task Order Agreement (the "TO Agreement") for TORFP  Title TORFP No. ADPICS PO dated, (the "TORFP) issued under the Consulting and Technical Services procurement issued by the Department, Project Number 060B2490023; and
WHEREAS, in order for the TO Contractor to perform the work required under the TO Agreement, it will be necessary for the State to provide the TO Contractor and the TO Contractor's employees and agents (collectively the "TO Contractor's Personnel") with access to certain confidential information regarding
(the "Confidential Information").

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

- 1. Confidential Information means any and all information provided by or made available by the State to the TO Contractor in connection with the TO Agreement, regardless of the form, format, or media on or in which the Confidential Information is provided and regardless of whether any such Confidential Information is marked as such. Confidential Information includes, by way of example only, information that the TO Contractor views, takes notes from, copies (if the State agrees in writing to permit copying), possesses or is otherwise provided access to and use of by the State in relation to the TO Agreement.
- 2. TO Contractor shall not, without the State's prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information provided by the State except for the sole and exclusive purpose of performing under the TO Agreement. TO Contractor shall limit access to the Confidential Information to the TO Contractor's Personnel who have a demonstrable need to know such Confidential Information in order to perform under the TO Agreement and who have agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information. The names of the TO Contractor's Personnel are attached hereto and made a part hereof as Exhibit A. Each individual whose name appears on Exhibit A shall execute a copy of this Agreement and thereby be subject to the terms and conditions of this Agreement to the same extent as the TO Contractor. TO Contractor shall update Exhibit A by adding additional names as needed, from time to time.
- 3. If the TO Contractor intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the TO Contractor's performance of the TORFP or who will otherwise have a role in performing any aspect of the TORFP, the TO Contractor shall first obtain the written consent of the State to any such dissemination. The State may grant, deny, or condition any such consent, as it may deem appropriate in its sole and absolute subjective discretion.
- 4. TO Contractor hereby agrees to hold the Confidential Information in trust and in strictest confidence, to adopt or establish operating procedures and physical security measures, and to take all other measures necessary to protect the Confidential Information from inadvertent release or disclosure to unauthorized third parties and to prevent all or any portion of the Confidential Information from falling into the public domain or into the possession of persons not bound to maintain the confidentiality of the Confidential Information.
- 5. TO Contractor shall promptly advise the State in writing if it learns of any unauthorized use, misappropriation, or disclosure of the Confidential Information by any of the TO Contractor's Personnel or the TO Contractor's former

- Personnel. TO Contractor shall, at its own expense, cooperate with the State in seeking injunctive or other equitable relief against any such person(s).
- 6. TO Contractor shall, at its own expense, return to the Department, all copies of the Confidential Information in its care, custody, control or possession upon request of the Department or on termination of the TO Agreement.
- 7. A breach of this Agreement by the TO Contractor or by the TO Contractor's Personnel shall constitute a breach of the Master Contract Agreement between the TO Contractor and the State.
- 8. TO Contractor acknowledges that any failure by the TO Contractor or the TO Contractor's Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the TO Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The TO Contractor consents to personal jurisdiction in the Maryland State Courts. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages from the TO Contractor and the TO Contractor's Personnel for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the TO Contractor or any of the TO Contractor's Personnel to comply with the requirements of this Agreement, the TO Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
- 9. TO Contractor and each of the TO Contractor's Personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement and the TO Contractor shall provide originals of such executed Agreements to the State.
- 10. The parties further agree that:

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

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;

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

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

Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures; and The Recitals are not merely prefatory but are an integral part hereof.

TO Contractor/TO Contractor's Personnel:	TO Requesting Agency:
Name:	Name:
Title:	Title:
Date:	Date:

# EXHIBIT A – FOR THE NONDISCLOSURE AGREEMENT (TO CONTRACTOR)

# 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
	_		
	-		
	-		

## ATTACHMENT 12 TO CONTRACTOR SELF-REPORTING CHECKLIST

The purpose of this checklist is for CATS+ Master Contractors to self-report on adherence to procedures for task orders (TO) awarded under the CATS+ Master Contract. Requirements for TO management can be found in the CATS+ 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 <a href="mailto:contractoversight.doit@maryland.gov">contractoversight.doit@maryland.gov</a> with the TO number in the subject line.

Master Contractor:				
Master Contractor Contact / Phone:				
Procuring State Agency Name:				
TO Title:				
TO Number:				
TO Type (Firm Fixed Price, Time and Materials, or Both):				
Checklist Issue Date:				
Checklist Due Date:				
Section 1 – Task Orders with Invoices Lin	nked to Deliverables			
A) Was the original TORFP (Task Order Request for Proposals) structured to link invoice payments to distinct deliverables with specific acceptance criteria?  Yes  No (If no, skip to Section 2.)				
B) Do TO invoices match corresponding deliverable prices shown in the accepted Financial Proposal?  Yes No (If no, explain why)				
C) Is the deliverable acceptance process being adhered to as defined in the TORFP?  Yes No (If no, explain why)				
Section 2 – Task Orders with Invoices Linked to Time, Labor Rates and Materials				
A) If the TO involves material costs, are material costs passed to the agency without markup by the Master Contractor?  Yes No (If no, explain why)				
B) Are labor rates the same or less than the rates proposed in the accepted Financial Proposal?  Yes No (If no, explain why)				
C) Is the Master Contractor providing timesheets or other appropriate documentation to support invoices?  Yes  No (If no, explain why)				
Section 3 – Substitution of Personnel				
A) Has there been any substitution of personnel?  Yes No (If no, skip to Section 4.)				
B) Did the Master Contractor request each Yes No (If no, explain why)	personnel substitution in writing?			

C) Does each accepted substitution possess equivalent or better education, experience and				
qualifications than incumbent personnel?				
Yes No (If no, explain why)				
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 Subcontractor; \$10,000 was paid to date on the TO;				
the MBE percentage is $30\% (3,000 \div 10,000 = 0.30)$				
Is this consistent with the planned MBE percentage at this stage of the project?				
Yes No (If no, explain why)				
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?				
A) Is there a written change management procedure applicable to this TO?  Yes \( \subseteq \text{No} \subseteq \text{(If no, explain why)} \)				
A) Is there a written change management procedure applicable to this TO?				
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?				
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				
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				
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)				
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.,				
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)				
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?				
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  No				
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?				
A) Is there a written change management procedure applicable to this TO?  Yes				
A) Is there a written change management procedure applicable to this TO?  Yes				
A) Is there a written change management procedure applicable to this TO?  Yes				

SUBMIT AS INSTRUCTED IN TORFP.

## ATTACHMENT 13 LIVING WAGE AFFIDAVIT OF AGREEMENT

Contr	ract No.
Name	e of Contractor
Addr	StateZip Code
<b>If the</b> The U	Contract is Exempt from the Living Wage Law Indersigned, being an authorized representative of the above named Contractor, hereby affirms that the act is exempt from Maryland's Living Wage Law for the following reasons: (check all that apply)
	Bidder/Offeror is a nonprofit organization
	Bidder/Offeror is a public service company
	Bidder/Offeror employs 10 or fewer employees and the proposed contract value is less than \$500,000
	Bidder/Offeror employs more than 10 employees and the proposed contract value is less than $\$100,\!000$
If the A.	Contract is a Living Wage Contract  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.
В.	(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.
	commissioner of Labor and Industry reserves the right to request payroll records and other data that the missioner deems sufficient to confirm these affirmations at any time.
Name	of Authorized Representative:
	ture of Authorized Representative
	Title:
	ss Name (Typed or Printed):
	ess Signature and Date:

# **ATTACHMENT 14 MERCURY AFFIDAVIT**

AUTHORIZED	REPRESENTATIVE THEREBY AFFIRM THAT:			
am the(Title) and the duly authorized representative of(Business). I possess the legal authority to make this affidavit on behalf				
of myself and the	e business for which I am acting.			
MERCURY CO	NTENT INFORMATION:			
[ ] TI	ne product(s) offered do not contain mercury.			
	OR			
[ ] TI	ne product(s) offered do contain mercury.			
(1) Describe the	product or product component that contains mercury.			
(2) Provide the a unit of measure b	mount of mercury that is contained in the product or product component. Indicate the being used.			
	OGE THAT this affidavit is to be furnished to the procurement officer and may be ts of (1) the State of Maryland; (2) counties or other subdivisions of the State of			
(3) other states; a	and			
the United States or any contract re amend, modify, of having jurisdiction laws of Maryland and covenants un	evernment. I further acknowledge that this Affidavit is subject to applicable laws of and the State of Maryland, both criminal and civil, and that nothing in this affidavit esulting from the submission of this bid or proposal shall be construed to supersede, or waive, on behalf of the State of Maryland, or any unit of the State of Maryland on, the exercise of any statutory right or remedy conferred by the Constitution and the d with respect to any misrepresentation made or any violation of the obligations, terms adertaken by the above business with respect to (1) this affidavit, (2) the contract, and ts comprising part of the contract.			
I DO SOLEMNI	Y DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT			
	S OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY INFORMATION, AND BELIEF.			
	By:			
Date	Signature			
Print Name:				
A	uthorized Representative and Affiant			

# ATTACHMENT 15 STATE OF MARYLAND VETERAN SMALL BUSINESS ENTERPRISE PARTICIPATION (VSBE)

THIS ATTACHMENT DOES NOT APPLY

## ATTACHMENT 16 CERTIFICATION REGARDING INVESTMENTS IN IRAN

**Authority:** State Finance & Procurement, §§17-701 – 17-707, Annotated Code of Maryland [Chapter 447, Laws of 2012.]

**List:** The Investment Activities in Iran list identifies companies that the Board of Public Works has found to engage in investment activities in Iran; those companies may not participate in procurements with a public body in the State. "Engaging in investment activities in Iran" means:

- Providing goods or services of at least \$20 million in the energy sector of Iran; or
- For financial institutions, extending credit of at least \$20 million to another person for at least 45 days if the person is on the Investment Activities In Iran list and will use the credit to provide goods or services in the energy of Iran.

## The Investment Activities in Iran list is located at: www.bpw.state.md.us

**Rule:** A company listed on the Investment Activities In Iran list is ineligible to bid on, submit a proposal for, or renew a contract for goods and services with a State Agency or any public body of the State. Also ineligible are any parent, successor, subunit, direct or indirect subsidiary of, or any entity under common ownership or control of, any listed company.

NOTE: This law applies only to new contracts and to contract renewals. The law does not require an Agency to terminate an existing contract with a listed company.

## CERTIFICATION REGARDING INVESTMENTS IN IRAN

The undersigned certifies that, in accordance with State Finance & Procurement Article, §17-705:

- (i) it is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in §17-702 of State Finance & Procurement; and
- (ii) it is not engaging in investment activities in Iran as described in State Finance & Procurement Article, §17-702.

The undersigned is unable make the above certification regarding its investment activities in Iran due to the following activities:

Name of Authorized R	depresentative:
Signature of Authorize	ed Representative:
Date:	Title:
Witness Name (Typed	or Printed):
Witness Signature and	Date:

#### ATTACHMENT 17 SAMPLE WORK ORDER

## Work Order 00XX

Project Name	Project Name	Date Submitted	Delivery Date
Firm Fixed Price Cost	\$ XXX,XXX.XX	Latest Accepted Completion Date	Last Day Due

#### 1.0 Summary

Work Order XXXX provides development, QA/testing, deployment funding and management support for *Project Name*.

Does this Word Order supersede another Word Order? No If yes, work order XXXX is being replaced.

## 2.0 Scope

The scope of this work order includes the following:

## 2.1 Development Activities:

Goal: Enter the overarching goal of the effort. This should be in complete sentences but not include technical requirements.

## Functional Requirements:

All functional requirements will be broken into one or more user stories. For reference, the original requirements are located on the XXXX Portal.

- 1. Story 1
  - Subcontent
  - o Subcontent
    - Subsubcontent
      - Subsubsubcontent

## 2.2 Quality Assurance Activities:

- The deliverable(s) within this work order must meet all requirements in section 2.8 of CATS+ TASK ORDER DEXB4400007 as well as be fully tested to meet the following requirements:
  - 1. All criteria in section 2.1 Development Activities are met.
  - 2. No errors exist preventing successful completion of goals stated in section 2.1 Development Activities.
  - 3. No new errors exist elsewhere in the GMS system caused by the activities in section 2.1 Development Activities.
  - 4. Deployments will be made to a User Acceptance environment for GOCCP testing prior to deployment to the Production environment.
    - GOCCP will complete user acceptance testing in no more than XXX business hours.
    - GOCCP will complete production testing in no more than XXX business hours.

3.0	0 A	ccen	tance

Acceptance of this work order follows the process as defined by Section 2.8.2 of CATS+ TASK ORDER DEXB4400007.

# 4.0 Change Control

Change Control within this work order follows the process as defined by Section 1.10 of CATS+TASK ORDER DEXB4400007.

## **5.0 Authorizing Signatures**

GOCCP Task Order Manager Name		Vendor Authorized Executor Name	
TO MANAGER NAME	Date		
Signature	Date	Signature	Date

# ATTACHMENT 18 PERFORMANCE EVALUATION FORM

TORFP Title: TORFP Title	TORFP # <mark>ADPICS F</mark>	O		
Name of Contractor being evaluated: <insert r<="" td=""><td>name&gt;</td><td></td></insert>	name>			
(The TO Contractor shall submit one Performance	e Evaluation Form for each employee as require	ed)		
Evaluation Month & Year:				
Role (TORFP Section 2.X):				
Labor Category:				
TO Contractor Name:				
TO Contractor Contact:				
MSDE TO Manager:				
TO Requesting Agency: TO Requesting Agen	<mark>cy</mark>			
DDOIEGT DEDCONNEL DEDEODMANGE DATIN				
PROJECT PERSONNEL PERFORMANCE RATING				
The information below shall be completed by the TO Contractor	Manager of Designee and returned to the TO			
Performance Area	Satisfactory Unsatisfactor	T/		
Attendance and Timeliness	Satisfactory Offsatisfactor	y		
Work Productivity				
Work Quality				
Teamwork				
Communication				
Customer Service				
*Project Personnel must maintain a "Satisfactory" rating for each performance area. The TO Contractor shall take action to address any unsatisfactory rating. At the TO Manager's discretion, employee performance may be rejected and payment withheld pending employee performance mitigation or employee substitution.				
Burrers or eF) or e				
Employee performance overall is accepted.	Employee performance overall is rejected (fo reasons indicated below).	r		
REASON(S) FOR UNSATISFACTORY EMPLOYEE PERFORMANCE RATING/S:				
OTHER COMMENTS:				
Signature of Evaluator	Date			
Signature of TO Contractor	Date			

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State of Maryland - Governor's Office of Crime Control & Prevention (GOCCP)

#### ATTACHMENT 19 CRIMINAL BACKGROUND CHECK AFFIDAVIT

# AUTHORIZED REPRESENTATIVE I HEREBY AFFIRM THAT: I am the \_\_\_\_\_ and the duly authorized representative of \_\_\_\_ (Master Contractor) and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting. I hereby affirm that (Master Contractor) has complied with Section 2.4, Security Requirements of the Department of Information Technology's Consulting Technical Services Master Contract Number 060B2490023 (CATS+) hereto as Exhibit A. I hereby affirm that the <u>(Master Contractor)</u> has provided (Agency) with a summary of the security clearance results for all of the candidates that will be working on Task Order (Title and Number) and all of these candidates have successfully passed all of the background checks required under Section 2.4.3.2 of the CATS + Master Contract. Master Contractors hereby agrees to provide security clearance results for any additional candidates at least seven (7) days prior to the date the candidate commences work on this Task Order. 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. Master Contractor Typed Name Signature Date

## ATTACHMENT 20 SYSTEM PERFORMANCE ENHANCEMENTS

## **Background**

For ten (10) years, the office used a legacy computerized grants management system that, for the most part, provided forms that essentially gave direct access to individual rows and fields in a database across a LAN connection. That system's responsiveness to users' commands and inputs was exceptionally high. We were not expecting the transition to a remote web-hosted solution to provide the same level of responsiveness; nevertheless user resistance to system delays has also been exceedingly high. Previously we have attempted to perform spot cleaning of targeted performance issues in the system, with results that did not improve overall satisfaction with the system. See the project background (Section 2.3) for information on server capacity and load.

Examples of poor system responsiveness:

- Saving a change to a Financial Report, a screen with 27 editable fields, 31 calculated fields and two view-only fields, pulling from seven tables, can more than take twenty seconds. As users may have to process several hundred Financial Reports in a day, this is completely unacceptable.
- Opening or closing (no saving involved) a Grant Adjustment Notice, a screen with eight editable fields, three calculated fields and ten view-only fields, pulling from ten tables, can also take more than twenty seconds. Users may have to process dozens of Grant Adjustment Notices in a day.

Examples of successful remedies to targeted areas of poor performance:

• Saving a new Activity Log entry, a screen with eight editable fields, pulling from six tables, could take thirty seconds. After this was looked into, the cause was identified as a superfluous query being run against the database every time that action was taken. Once that query was removed, performance increased considerably.

## Needs

GOCCP seeks a Master Contractor that can perform a holistic analysis of the system, make recommendations as to work that can be performed to improve the responsiveness of the system to user actions, and carry out the work decided upon by GOCCP. Recommendations presented by the successful Master Contractor shall include:

- 1. An explanation of the work that would be performed under each recommendation, and what technical deficiencies in the system each recommendation would address.
- 2. A fully-loaded estimate of the cost of each recommendation, broken out by labor category
- 3. An estimate of the time required to execute each recommendation
- 4. An estimate of the average performance boost each recommendation would incur to the system (target: under four seconds response times)

## ATTACHMENT 21 GRANT APPLICATION REVIEW MODULE

## **Background**

GOCCP offers many different grant programs throughout the year. For each grant program offered, there is an "open period" during which time applications are accepted for that program in the GMS. After the open period for a specific grant program has ended and all Grant Applications have been received, a review process takes place wherein a decision is made to either fund or not fund the received grant applications. Often when there is a large number of Grant Applications submitted for a grant program, this application review process will be expanded to include outside, third-party reviewers who assist with the decision-making process regarding whether to fund or not to fund the individual applications that were received.

The GMS currently has no mechanism for facilitating this peer-review process. Once the open period for a grant program has ended, and a request is received to build an application review database, the GMS' support staff must manually extract all the application data from the system and build a custom application review database in Microsoft Access. This current method is both cumbersome and time-consuming for GOCCP's staff; the review process should be integrated into the current system workflows for better management and improved user experience going forward.

## Needs

- 1. GOCCP requires a Master Contractor that can demonstrate competency by designing and building a user interface and all the underlying functionality that allows staff, and external users with the proper permissions, to document grant application review findings in the GMS. This should include all the existing fields as well as recording the reviewers' scores and their individual and group review session comments.
- 2. In keeping with Need #1 in this section, GOCCP will require a new module to be integrated into the GMS. This Application Review Module shall:
  - a. Allow users with the appropriate permissions to assign one or more Application Reviewer (see #3) to a grant application for reviewing and scoring
  - b. For each individual with access to the module, display the applications they have been assigned to review
  - c. Notify users via email that an application packet has been assigned to them for scoring and review
- 3. Offer GOCCP Program/Funding Managers a means to document group review session comments, as well as post-review comments, for each individual application
  - a. In keeping with Need #2, the new module will require a new user role to be added to the system called "Application Reviewer" or similar. The GMS already supports multiple user roles (permissions levels), and currently contains the functionality for assigning roles to any user's account. Persons with this permission level may be GOCCP staff, or persons external to the agency. GOCCP requires that this new Application Reviewer role:

- b. Provide remote access to the new Application Review Module features, including all of the applicable subpages for that module, within the GMS
- c. Provide read-only, remote access to assigned application data (including, but not limited to, the project summary, project narratives, the proposed budget line items, the applicant and implementing agencies, and project director)
- 4. GOCCP requires that the Application Reviewer role be able to:
  - a. View their current review comments, enter new review comments, and edit or delete (deactivate) their existing review comments as needed, for each application they are assigned to review
  - b. Search/Sort the list of current reviews, to more easily select a specific review or set of reviews
  - c. Record a numeric score [integer value] for each application they are assigned to review
  - d. Modify a copy of the application budget (propose a new budget) to reflect the amount they believe the application should be funded at
  - e. Select their Awarding Recommendation (ONE choice) from a predefined list. The reviewer should be able to add notes/comments to support their given recommendation.
  - f. Describe any additional conditions they believe should be prescribed to an application prior to it being awarded funding
  - g. Assign (or remove) one or more deficiencies to an application, from a searchable, predefined list of deficiencies. This list of deficiencies should be editable by GOCCP staff.

## Reporting

There are three (3) new reports that will need to be built based on the data managed within this module.

- 1. The first report, a summary report, will be generated for every grant application received in the GMS
  - a. The report should contain basic demographic information about the applicant (agency name(s), county, project title and summary, project director, requested funds, etc.) that is already stored in the GMS with every application.
  - b. The report should incorporate the reviews (that is, reviewers' names, given scores, reviewers' comments, group review comments, etc.) that have been entered into the Application Review Module for that particular grant application, including any deficiencies cited by reviewers.
  - c. The report should also calculate an average of the numeric score(s) entered by all of the reviewers.
- 2. The second report will be generated for every grant program, by funding year. It will provide a high-level, program-planning overview of all submitted applications. The goal is to quickly and easily provide at-a-glance information for all the applications submitted for a specific program.

- a. The information to be displayed should include application number, applicant agency, project title, the amount the application will be funded at (including totals), and the ultimate funding decision.
- b. This report currently is formatted as a spreadsheet, and has the option of grouping the data (the applications) by their funding recommendation and/or county. This report should be exportable to both Microsoft Excel and PDF file formats.
- 3. The third report that will be generated from this module are letters of intent to fund (or to deny funding).
  - a. The generated letters shall display the ultimate funding decision entered into the system by the grant program manager, and will include data from the application in order to populate various fields within the letter (e.g., address, revised funding amount, project title, etc.)

# ATTACHMENT 22 CHANGE GRANT APPLICATION AND AWARD VISIBILITY FOR INTERNAL VS. EXTERNAL USERS

## **Background**

The system keeps track of the status of all Applications from submission through approval/denial and to the close out of the award. These statuses are important for internal staff to track what is happening with a particular application; but they can also prematurely reveal internal funding, auditing, and other administrative decisions before GOCCP has had the opportunity to formally make them aware of a status change.

## Needs

GOCCP requires that the system not "give away" these internal decisions and administrative tasks before GOCCP has completed our internal processes. This is both to reduce confusion on the subrecipients' part, and to ensure that the correct information is flowing through – and being delivered to – the proper channels. This requires that under some circumstances an application or award not be visible to external users.

GOCCP requires a Master Contractor that can demonstrate expertise in managing security and permissions in a way where certain sets of data are available to some users under some circumstances. These can include approval/denial actions within the system, time-based actions, or other user actions.

- 1. Grant Application No Longer Visible to External Users Statuses
  - a. When a sub-recipient submits a **Grant Application**, the system automatically assigns it a unique Grant Application Number. After this point, there is an internal review and the Application status changes. When a certain set of statuses are present on an application, the application should neither be visible nor accessible to the external user.
- 2. Grant Award Not Visible to External Users Statuses
  - a. Once a Grant Application is converted into a **Grant Award**, the system automatically assigns it a unique Grant Award Number. The Application version of this award is still accessible in the GMS **as an Application** via its unique Grant Application Number, and is linked in the system to the Grant Award Number. Due to this linkage, the external **Grant Application** visibility can sometimes also be changed by the **Grant Award** status. Given this, some statuses dictate that the Grant Award (and sometimes Application too) should neither be visible nor accessible to the external user.

## ATTACHMENT 23 REPORTING PERIOD END DATES ASSIGNMENT

## **Background**

Recipients of grant awards from GOCCP are required to submit reports about their grant award at regular intervals throughout the life of the grant award.

Three reports types are typically submitted:

Programmatic Reporting:

- 1. Performance Measures
- 2. Progress Reports

## Financial Reporting:

3. Financial Reports

#### Needs

- 1. Schedule Assignment Interface
  - a. GOCCP seeks a Master Contractor that can implement an interface into the GMS for assigning specific reporting period schedules at the (parent) grant program level, to be inherited by (child) grant awards issued from the grant program.
  - b. Reporting periods must be able to be assigned to the grant program per report type, making a total of three (3) schedule assignments per grant program one for each report to account for those grants with differing financial and programmatic reporting schedules.
  - c. Each report type should have at least the following assignable schedule options:
    - i. Quarterly
    - ii. Monthly
    - iii. None (meaning the report type is not necessary for award reporting for the specific grant program)
- 2. Reporting Period Dates Auto-Populate
  - a. For an individual grant award, in the Reports section of the GMS, when "Add new record" is clicked in a reporting subsection, the system should auto-populate the Period Start and Period End dates based on the most recent report record in the system and the reporting period schedule assigned to the parent grant program. Reporting periods should be consecutive. The auto-populated values should be capable of being manually overwritten.
- 3. Late Reports Calculation
  - a. Once the reporting period schedule is assigned to the grant program and is inherited by the grant awards from that program, lateness of grant award reporting for each individual grant award can be calculated. This calculation will be used to send notifications and auto-assign the Risk Assessment level.
    - i. Programmatic Reports: Both due 15 days after reporting period or grant award end date, whichever is earliest. Considered one (1) day late on day 16.

ii. Financial Reports: Due 30 days after reporting period or grant award end date, whichever is earliest. Considered one (1) day late on day 31.

## **Notifications**

If a grant report with a report status of "Submitted" or higher is absent in the GMS for a grant award the day after the grant report is due, the GMS should send an automatic notification to the following persons associated with the specific grant award:

- 1. Grant award Project Director
- 2. GOCCP Regional Monitor

Notifications may take the form of automated emails containing:

- grant award number
- type(s) of report(s) absent
- warning of possibility of elevated Risk Assessment level if absent report(s) are not submitted

#### **ATTACHMENT 24 RICH TEXT**

## **Background**

The GOCCP GMS currently supports certain special use fields, referred to going forward in this section as "rich text." These rich text fields are intended to offer users the ability to easily copy and paste large amounts of formatted content. This would allow users to create documents in familiar programs such as Microsoft Word and, using standard copy and paste methodology, place the contents into the GMS in a nearly identical format. However, while offering the basic features desired, the existing rich text fields seriously lack many capabilities GOCCP's constituency seeks.

#### **Needs**

GOCCP seeks a Master Contractor that can demonstrate competency in providing far more comprehensive rich text field capabilities. The new GMS rich text fields should allow for:

- 1. Easy importing through copy and paste of formatted text into the large rich text field in the browser. This import should include all formatting including but not limited to:
  - a. Font formatting such as Bold, Italics, coloring, etc.
  - b. List formatting such as bullets and numbers.
- 2. The importing of complex objects directly into the rich text field with the following requirements:
  - a. Objects to be importable:
    - i. Charts, tables, pictures, graphs, etc. developed in programs such as Microsoft Word and Excel.
  - b. Possible methods of import:
    - i. Copy and paste
    - ii. Drag and drop
    - iii. Import button
- 3. The exporting of contents in the rich text fields:
  - a. The exporting of all contents effectively duplicates exactly how the contents appear in the rich text field.
  - b. Export format of PDF.
  - c. Allows for direct printing of the rich text field's contents through a single action in the web browser.
  - d. Allow for the preview of the fields contents either in the web browser or through quick export.
  - e. Allows for the integration of rich text field contents into template PDF reports that contain other data, especially the integration of the rich text Narrative field contents into the Grant Application Report generated and printed by the external user.

#### ATTACHMENT 25 SESSION CONTROL

## **Background**

The system controls account login and logout using temporary sessions. These sessions are timed and terminate after a defined period of inactivity between the client and server. This is a system-wide rule for all accounts and exists for viable and reasonable security reasons.

However, at times, users will have large amounts of data to read or enter into the GMS. When this occurs and the session times out, the user is unaware until a connection to the server is attempted. At this point, all changes to the system are lost. Additionally, when a user enters data into the system and steps away from his/her desk, a timeout is possible and that data will be lost.

#### Needs

GOCCP requires the system to offer a confirmation prompt before session termination. When the session inactivity timer reaches a defined threshold a confirmation dialog requiring user input should display, informing the user of the duration of inactivity, and asking the user if he/she wishes to log out.

Three possible events occur:

- 1. If the user confirms logout, the system logs the user account off.
- 2. If the user actively chooses to stay logged in, the session's timer restarts.
- 3. If no selection is made prior to the session timer's expiration, the session automatically logs the user off and then displays a notice to the user that the session expired and they have been logged out due to inactivity.

Both the session inactivity timer duration and dialog threshold text should be configurable by a GMS System Administrator.