



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

**CHILDREN'S SERVICES OUTCOME
MEASUREMENT SYSTEM**

CATS TORFP PROJECT # DEXP7200117

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

ISSUE DATE: 02/01/2007

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KEY INFORMATION SUMMARY SHEET

This Consulting and Technical Services (CATS) Task Order Request for Proposals (TORFP) is issued to obtain the services necessary to satisfy the requirements defined in Section 2 - Scope of Work. All CATS Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. All Master Contractors must complete and submit a Master Contractor Feedback form via the CATS web site regardless of whether a TO Proposal is submitted or not. The form is accessible via, your CATS Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu. In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS RFP issued by the Maryland Department of Budget and Management (DBM), Office of Information Technology (OIT) and subsequent Master Contract Project Number 050R5800338, including any amendments.

TORFP Title:	Children's Services Outcome Measurement System
Functional Area:	Functional Area 1 – Enterprise Service Provide
TORFP Issue Date:	02/01/2007
Closing Date and Time:	02/21/2007 at 5:00 PM
TORFP Issuing Agency:	Executive Department, Governor's Office for Children on Behalf of the Children's Cabinet
Send Questions and Proposals to:	Scott Finkelsen sfinkelsen@goc.state.md.us
TO Procurement Officer:	Scott Finkelsen Office Phone Number: (410) 767-6243 Office FAX Number: (410) 333-5248
TO Manager:	Antoinette Thomas Office Phone Number: (410) 767-6242 Office FAX Number: (410) 333-5248
TO Project Number:	ADPICS Purchase Order Number DEXP7200117
TO Type:	Fixed Price
Period of Performance:	One year with 3 Optional One Year renewals (state Option) with the 3 rd option (partial year) ending on 12/31/2010
MBE Goal:	30 percent
Small Business Reserve (SBR):	No
Primary Place of Performance:	TO Contactor
TO Pre-proposal Conference:	Governor's Office for Children 301 W Preston Street, 15 th floor Baltimore, MD 21201 02/12/2007 at 1:00 PM See Attachment 6 for directions.

SECTION 1 - ADMINISTRATIVE INFORMATION

1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT

The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement scope issues, and for authorizing any changes to the TO Agreement. See Section 2.8 for information on change orders.

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

1.2 TO AGREEMENT

Based upon an evaluation of TO Proposal responses, a Master Contractor will be selected to conduct the work defined in Section 2 - Scope of Work. A specific 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 price proposal.

1.3 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the stated date and exact time. The time will be local time as determined by Governor's Office for Children on behalf of the Children's Cabinet e-mail system time stamp. The TO Proposal is to be submitted via e-mail as two attachments in MS Word format. The "subject" line in the e-mail submission shall state the TORFP #DEXP7200117. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS TORFP # DEXP7200117 Technical". The second file will be the financial response to this CATS TORFP and titled, "CATS TORFP # DEXP7200117 Financial". The proposal documents that must be submitted with a signature, Attachment 2 - MBE Forms D-1 and D-2 and Attachment 4 - Conflict of Interest and Disclosure Affidavit, must be submitted as .PDF files with signatures clearly visible.

1.4 ORAL PRESENTATIONS/INTERVIEWS

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

1.5 MINORITY BUSINESS ENTERPRISE (MBE)

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

1.6 eMARYLANDMARKETPLACE FEE

COMAR 21.02.03.06 requires that each Master Contractor that wins a TO Agreement under this TORFP pay a fee to support the operation of eMarylandMarketplace. The fee will be due on each TO Agreement that exceeds \$25,000. The applicable fee will be based on TO value, including any options. Contractors shall pay the fee as provided by COMAR 21.02.03.06 and in accordance with guidelines issued by the Maryland Department of

General Services. A copy of COMAR 21.02.03.06 and the guidelines issued by the Maryland Department of General Services can be found on the eMarylandMarketplace web site at www.eMarylandMarketplace.com.

The rate(s) or price(s) of the proposal/bid shall include the appropriate fee as per the COMAR 21.02.06.03 fee schedule. Fees may not be quoted as a separate add-on price. A total TO Agreement value that is other than an even dollar amount will be rounded to the nearest whole dollar to determine the appropriate fee level. For example, a total TO Agreement value of \$50,000.49 will be rounded to \$50,000 and a Level 1 fee will apply. A total TO Agreement value of \$50,000.50 will be rounded to \$50,001 and a Level 2 fee will apply.

1.7 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 must do so impartially and without any conflicts of interest. Each Master Contractor shall complete and include a Conflict of Interest Affidavit in the form included as Attachment 4 this TORFP with its TO Proposal. If the TO Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of COMAR 21.05.08.08A, the TO Procurement Officer may reject a Master Contractor's TO Proposal under COMAR 21.06.02.03B.

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

1.8 NON-DISCLOSURE AGREEMENT

Certain system documentation may be available for potential Offerors to review at a reading room at Governor's Office for Children, 301 W. Preston Street, Baltimore, MD 21201. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement (Offeror) in the form of Attachment 10. Please contact the TO Procurement Officer of this TORFP to schedule an appointment.

In addition, certain documentation may be required by the TO Contractor awarded the 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.

1.9 Limitation of Liability Ceiling

Pursuant to Section 28(C) of the CATS Master Contract, the limitation of liability per claim under this TORFP shall not exceed the TO Agreement amount established.

SECTION 2 - SCOPE OF WORK

2.1 PURPOSE AND BACKGROUND

2.1.1 PURPOSE

On behalf of the Children's Cabinet, the Governor's Office for Children (GOC) is seeking the services of a qualified contractor to configure and install a commercial-off-the-shelf (COTS) software package. Implementation of this package will occur in two or more phases. The purpose of this task order is to secure service cost for Phase I only; service cost for additional phases will be handled through Change Orders. The COTS package provided by the TO Contractor must provide a secure, publicly facing web application that will allow service providers to enter a finite set of data about the provider and the children they serve. This application will provide the GOC the ability to run standard and ad hoc reports. The successful offeror will also be able to demonstrate that the proposed COTS package has the flexibility and extensibility to meet the future data collection activities that will include interfacing with multiple other systems to extract data, eliminate duplicates, and support standard and ad hoc reporting.

The TO Contractor will be responsible for training state staff as well as out of home placement providers that will be using the application. The training plan will include both initial training as well as training for new out of home placement providers and updates as new functionality becomes available.

The TO Contractor will be responsible for providing technical end users manuals and training materials tailored for all user types including but not limited to State users, system administrators, and out of home placement providers.

Post implementation, the TO Contractor will provide application maintenance, help desk support, and will host the application.

2.1.2 REQUESTING AGENCY BACKGROUND

The **Children's Cabinet** was re-established in 2005 to:

- Promote the vision of the State for a stable, safe, and healthy environment for children and families;
- Provide a regular forum for State agencies responsible for implementing the vision of the State to meet and develop coordinated policy recommendations for the Governor; and
- Prepare and annually update a Three-Year Children's Plan establishing priorities and strategies for the coordinated delivery of State interagency services for children and families. The Plan should include best practices for implementation of systems of care that are child-centered and family-focused, based on individual strengths and needs, and focused on providing such services in the least restrictive setting. This Plan, and all updates, shall be coordinated with any other approved State plans relating to services for children and families.

The **Governor's Office for Children** (GOC) was established by the Executive Order on June 9, 2005. The agency coordinates child and family-oriented care within the State's child-serving agencies by emphasizing prevention, early intervention and community-based services for all children and families. The office leads the development of a three-year plan establishing goals and strategies for delivery of integrated services to children and families. GOC works to promote the well-being of children by collaborating with **Local Management Boards**, expanding **SCYFIS** (State Children Youth and Families Information System), and developing and implementing a complete **Integrated Systems of Care**.

The Governor's Office for Children (GOC) work includes:

- Local Management Boards
Technical Assistance
Monitoring
- Systems of Care Initiatives
Positive Youth Outcomes
Single Point of Entry
State/Local Coordinating Councils
- Research and Evaluation/ SCYFIS/ Information Systems
- Fiscal Accountability

2.1.3 PROJECT BACKGROUND

In May 2004, House Bill 416, 1146, and 711 were signed into law. These three bills are interrelated and address issues affecting children in out-of-home placement across Maryland.

HB 1146 requires GOC, the Department of Human Resources (DHR), and the Department of Juvenile Services (DJS) to 'plan and determine the cost of testing and implementing a systematic evaluation of service provided to children in out-of-home placement', excluding kinship care.

The House Bill lays out six goals that the system is required to accomplish and allow for:

1. Monitor the care, supervision, education and treatment of children in out-of-home placements;
2. Expand successful services and discontinue those that are unsuccessful;
3. Assess the capacity of existing placements to meet the needs of children in their own communities;
4. Effectively allocate resources based on outcomes;
5. Establish an evaluation system for program performance, including safety, quality and effectiveness;
and
6. Complete an assessment of statewide capacity for out-of-home placements.

2.2 TECHNICAL REQUIREMENTS

2.2.1 PROJECT MANAGEMENT REQUIREMENT

The TO Contractor shall use a State approved Project Management methodology proposed in response to this RFP. The use of the agency's System Development Life Cycle (SDLC), modeled on the State's, is required. State's SDLC methodology can be accessed at the following address: [http:// www.dbm.marland.gov/](http://www.dbm.marland.gov/).

Specific TO Contractor requirements include:

- (a) (Pre-Award) The TO contractor shall deliver an initial Staffing Plan with this response. The Staffing Plan must include an organization chart showing how the contractor proposes to staff the project. The Staffing Plan must name key contractor personnel and clearly describe all resource requirements (all personnel including, but not limited to, title, function, etc.) and roles, and responsibilities. The contractor shall deliver a final Staffing Plan within fifteen calendar days from the notice to proceed. Review and updates to this plan are expected periodically, within a maximum of six (6) month intervals.

- (b) (Pre-Award) The contractor must include a detailed description of its project management methodology in the proposal. The methodology must address, at a minimum, the following:
1. Issue management and resolution
 2. Risk management and mitigation
 3. Resource management and deployment approach
 4. Automated tools, including application of software solutions
 5. Project management--work breakdowns, schedules, milestones, and resources
 6. Document repository and control
 7. Calendar of events and deadlines
 8. Decision support and prioritization
 9. Project deliverable review procedures
 10. Customer/stakeholder relationship management
 11. Reporting of status and other regular communications with GOC, including a description of the contractor's proposed method for ensuring adequate and timely reporting of information to GOC project personnel and executive management.
- (c) (Post-Award) The TO Contractor shall provide a comprehensive project workplan within twenty calendar days of the receipt of the notice to proceed. The project work plan will, at a minimum, include fields to track the task, resource, planned start date, revised start date, actual start date, planned end date, revised end date, actual end date, percent complete, and task dependencies. The project workplan must include all major tasks that will be required to complete the project. The project work plan must be developed using MS Project 2000. GOC will review and approve the project plan.
- (d) (Post-Award)The contractor shall be responsible for developing and maintaining a Communication Plan that serves as the guideline to manage communications across the enterprise including status reporting and other key communications. The contractor shall complete the Communication Plan within 45 calendar days of the notice to proceed. The contractor will develop an outline of the proposed content of the Communication Plan for GOC review and comment within 15 days of the notice to proceed. The Communication Plan will be issued in draft form for review. The final Communication Plan will be issued within five business days of the receipt of GOC comments.
- (e) The contractor shall produce a monthly progress report of activities by the fifteenth day following the close of the period. If the fifteenth day falls on a weekend or holiday the report must be delivered the last work day before the fifteenth day.
- (f) The contractor shall provide a written project activities status update including activities completed, upcoming activities, issues, and risks to the project management office on a weekly basis. This information must be provided to the project management office by Monday by noon of each week. In the event that Monday is a holiday, the contractor will provide the status update to the project management office by close of business on the Friday of the reporting period.
- (g) The contractor must produce a long-range Transition Plan that outlines the transition of the duties, and functions including maintenance and hosting within 120 calendar days of the notice to proceed. The contractor must develop an outline of the proposed content of the Transition Plan for GOC review and comment. The Transition Plan will be issued in draft

form for review. The final Transition Plan will be issued within five business days of the receipt of GOC comments.

- (h) The Contractor shall use agency-accepted standard software tools to define hardware requirements, including capacity confirmation and volume analysis; during system modification activities to confirm that necessary capacity are available to the State for operation of the system.
- (i) The Contractor shall NOT use any proprietary, exclusive-use, or limited-license software without previous written approval from the State Project Manager.
- (j) The contractor shall provide written documentation of the deliverable sign-off procedures. The contractor shall produce sign-off templates. Both the procedures and templates must be approved by the state. Deliverable sign-off procedures and template(s) are due within 5 days of the notice to proceed.
- (k) The contractor shall maintain a project library. At a minimum the library will contain copies of the TORFP, contractor proposal, contract, and all final work products. This library will be delivered to the state upon conclusion of this contract.
- (l) The contractor must work with GOC to establish a Scope Change Control Board. The CCB will define procedures for the collection, management, and prioritization of requests received from the user community through the Change Control Coordinator, or identified during the testing or initial use of the COTS software. Prior to implementation, the CCB shall establish procedures on reporting problems with the application. Requested enhancements shall also be reviewed by the CCB for policy/procedure compliance, cost/benefit analysis, and enhancement feasibility. The CCB shall require an impact statement from the Contractor before reaching a decision to authorize or disapprove the request(s).

2.2.2 COTS SOLUTION REQUIREMENTS

GOC is seeking a TO Contactor to provide a COTS solution that will allow out of home placement providers to log on through the web to a secure site with a unique log-on id and password to enter provider data and data about the children that are in their care. The data required to capture for the solution is provided in the ATTACHMENT 12.

The solution must also have the ability to allow GOC staff to produce a standard and ad hoc reports, extract data for manipulation, and also post reports back to out of home placement providers for download.

The State shall maintain full sole ownership of the client data. The proposed COTS must meet the following requirements:

- A public facing web-based system that has the ability to capture data entered by out of home placement providers. The data that will be captured can be found in the ATTACHMENT 12. The contractor shall conduct business definition sessions with GOC to validate the data, identify mandatory fields, and validate the list of data elements. Data elements may be added or dropped during these sessions. The data defined in Attachment 12 is the preliminary data set.
- The system must support the assignment and maintenance of unique provider log-on id's and passwords.

- The system shall support ad hoc reporting. Ad hoc reporting shall include, but may not be limited to, the following requirements:
 1. The capability to easily request information using standard variables such as those listed in the statistical reports, by date, by office, by jurisdiction, by category, and any selected combination of variables
 2. The capability of saving ad hoc report formats.
- The system shall support standard reporting.
- The system shall be able to uniquely identify child and provider data.
- The system shall support the resolution of duplicate data based on specific matching criteria.
- The system shall incorporate the best, proven, leading-edge technological developments and business practices and be straightforward so that information is easily accessible to out of home placement providers and state users.
- The System shall provide a single data repository for child and provider data.
- The System shall Support end-user queries to search either by child or provider.
- The system shall provide the capability to track and view the history of a child across out of home placement providers and placements.
- The system shall be easy to learn and easy to use by: utilizing help screens and pick lists; making screens and forms similar; using a minimum number of screens eliminating re-keying of information, i.e.: data carry's from one screen to the next.
- The system shall routinely archive records according to the State of Maryland's record retention policy
 - Allow for the viewing of archived records which shall be the entire record in the same format as it was originally prior to archiving
 - Allow for the purging of records
 - Maintain file history for open records (as defined by GOC)
- The system shall be designed to allow for growth by adding incremental components for capacity expansion. Growth shall be feasible without significant system reconfiguration or application changes.
- The system shall support future interfaces with other state agencies to extract data, resolve duplicates, and allow for reporting.
- The TO Contractor shall include in the technical approach system "fault resiliency" to ensure system Reliability, Availability and Serviceability (RAS). The objective is to provide a proven solution that can quickly recover from a failure, can be serviced without completely shutting the system down and can continue non-stop when a hardware failure does occur.
- The System screen configuration shall present a truly user friendly interface allowing functionality such as query, browse, and select data from a list of valid values in order to reduce manual data entry, save time and prevent human errors. The user shall be able to navigate windows and browse data on screen easily by scrolling up and down using mouse or keys. User shall have the flexibility to minimize, maximize and re-size all windows and screens within the system, as they desire. The user interface shall force compliance with business rules and support data integrity through system edits. It is preferable that the systems have interactive screens, which provide multiple methods for a specific function. For example, user can save a record by using an icon, or a button, or a key, or a pull-down menu option on screen.
- Development/QA and training shall be provided. The production environment shall be fully isolated from the other environments to ensure optimal performance and availability.
- The system shall be compliant with HIPAA, FERPA, IDEA and non-visual access standards.

- The Contractor shall propose a process for problem management. The process for problem management shall include: problem logging, problem resolution, tracking of unresolved problems, problem escalation procedures, and problem closeout and reporting practices.
- The system shall be compliant with a .NET SQL server technology framework.
- The Contractor shall provide a complete set of system documentation. System documentation must be structured in such a way that information is easily accessible and allows the State to assess the impact of proposed system changes. The format of the system documentation must support the easy identification and replacement of information when system changes are completed.
- The contractor shall provide updated system documentation within 10 days of the acceptance by the State of a system change.
- For phase I, the system must support and provide access to approximately
 1. Out of home placement providers = about 500-600 out of home placement providers
 2. State Agencies = approximately 200
- The system must support long-term growth of up to 10,000 statewide users with varying levels of access.
- The contractor shall ensure that any modifications to the system do not prohibit future software upgrades. The contractor shall include a summary of its software upgrade strategy, limitations, and considerations as part of this task order response.

(a) SYSTEM REPORTING REQUIREMENTS

- The system shall produce the following standard reports. Up to five additional standard reports may be defined by GOC during the phase I implementation (this will be executed by a change order if required):
 - 1) Youth-Based Reports
 - ❖ Youth Profile Report
 - ❖ Admission Report
 - ❖ Monthly/Annual Progress Report
 - ❖ Assessment Update Report
 - ❖ Incident Report
 - ❖ Discharge Report
 - ❖ Post Discharge Status
 - ❖ Youth Satisfaction Survey
 - 2) Program-Based Reports
 - ❖ Program Profile
 - ❖ Aggregate Youth Entry Summary
 - ❖ Program Service Summary (Monthly and Annual)
 - ❖ Program Incident Reports
 - ❖ Inspection/ Compliance Reports
 - ❖ Discharge Aggregate Report
 - ❖ Program Post –Discharge Report
 - ❖ Program Satisfaction Report

❖ Program Comparative Performance Report

3) System Comprehensive Reports

The Attachment 12 provides the above reports in detail.

- The system shall provide a tool to users to generate adhoc reports based on the user's defined and selected criteria.

(b) SECURITY REQUIREMENTS:

- The system shall incorporate the following security best practices:
 - Password files shall be encrypted
 - System root password shall be available for administration by system administrator only
 - Transactions shall be logged by user id
 - Detect and log unauthorized access attempts for later retrieval
 - Lock-out user after a specified number of access requests
 - Expire logon if not used in 90 days
 - Require user to re-login after 15 minutes of inactivity. Lag time updateable by system administrators.
 - Generate a quarterly report of active logons by jurisdiction to be reviewed by local security monitors.
- The system must support role based security that will allow out of home placement providers and users to view, enter, update, end date, only data for which they have security privileges including by provider, type of provider, service or geographic location. In addition, field level data may be protected or not visible based on the user's security level. GOC shall have total control of what information, when and how each user shall see, or enter in the system. Different types of users shall have different levels of access with different types of permissions for different information. System performance and users activities in the system shall be monitored and administrated on the Web server to achieve best performance.
- SSL Certificate is required for the online system security.
- All Government-owned data and information that are maintained at Contractor's facility shall be secured in accordance with State Data Security Policy (Attachment XX). The Contractor shall re-enforce stated security policy to ensure compliance by all Contractor personnel.
- The system administrator or a qualified user administrator with proper security clearance shall be able to complete the following system administration tasks:
 - Determine and set up users with logon
 - Administer security level access and changes
 - Receive reports of suspected security violations
 - Set and adjust archive and automated process schedules
 - Receive transaction and log reports
 - Distribute software changes to the jurisdictions and other users.

2.2.3 HOSTING REQUIREMENTS

The TO Contractor shall provide an end-to-end hosting environment to include infrastructure, utilizing state of the art network facilities and technologies in order to maximize end user performance. Bandwidth is

required without restrictions with a minimum uplink to the backbone of not less than GigE. The hosting environment will incorporate all of the components of the infrastructure, including patch/security management for hardware and software, maintenance, network security, facility security and current software versioning and licensing.

The hosting requirements are as follows:

- The Contractor shall provide remote access for application/system maintenance to GOC authorized staff.
- The Contractor shall provide Network and Telecommunications Engineering support.
- The Contractor shall perform scheduled hardware and software maintenance during non-peak hours as defined as between the hours of 12:00 midnight and 5:00 a.m. EST.
- The Contractor shall be required to meet the 97% uptime service level requirement. Specific terms and conditions will be defined in the Service Level Agreement. Uptime shall be based on a total hours per month minus scheduled maintenance. Negative performance penalties will be assessed in accordance with the terms and conditions of the master task order.
- The Contractor shall provide a maintenance plan to include routine maintenance activities and a six (6) month schedule. Changes to the schedule will follow the final deliverable process as applicable. Contractor shall deliver a final version of the maintenance plan 30 days before statewide implementation of the COTS application.
- The Contractor shall provide backup and recovery services for all systems to include: the configuration of online backup processes, export processes, import processes, archival processes, scheduling and monitoring of backups, and the recovery processes. Disaster recovery options will be included in the proposal as separate and executable service.
- The contractor shall provide relevant monitor reporting to include: network bandwidth, utilization, network configuration, hardware utilization, hardware /web site status and storage. Reporting frequency will vary and should be considered on demand with potential remote access monitoring. An official monthly deliverable shall be submitted by the TO Contractor for the aforementioned categories.
- The Contractor shall provide technical support services to include help desk support. Requesting service within fifteen (15) minutes, during normal business hours (8:00am – 6:00pm) and thirty (30) minutes during non-business hours to include holidays per the State of Maryland’s Holiday Schedule.
- The Contractor shall provide a project manager available via phone, fax and email. The project manager will have a detailed knowledge of managed solution, handle service requests and issue escalation, and provide a clear handoff to other support personnel. The TO Contractor PM will interface with the TO Manager unless otherwise directed. Resume of the project manager to be included in the technical proposal.
- The Contractor shall develop Standard Operating Procedures (SOP). Standard operating procedures will be delivered to the State 60 days before the go-live date of the software. The specific date will be defined in the contractor’s project workplan. The GOC will review and approve this deliverable.
- The Contractor shall procure the necessary hardware, software, licenses and other required items to establish, test, and obtain GOC approval of the hosting environment 60 days in advance of the software implementation date.
- The Contractor shall meet the following service level (a through d):

a) Detailed Service Level Agreement and Performance Standards

The TO Contractor shall provide service at or above the guaranteed number of service level Performance Standards defined below in the Service Level Expectation Metrics.

The TO Contractor shall describe approach to measuring service levels in the data center area and define the metrics utilized to verify achievement of service levels. Detailed service level requirements are included in the Service Level Expectation Matrix. Features shall include but not be limited to:

1. Host availability
 - Up time percentage
 - Mean time between failures
 - Mean time between repairs
2. Network availability
 - Up time percentage
 - Mean time between failures
 - Mean time between repairs
3. Service Center Response Levels
 - Time to answer help calls
 - Time to respond to trouble tickets
4. Web hosting availability
5. System Outages – frequency and notice provided for planned scheduled, unplanned scheduled and unplanned unscheduled outages
6. Maintenance of systems or network management software at current release levels
7. Problem determination and resolution

b) Service Definition

Services and support is defined as the provision of those services defined in this Section.

Those services for which service level requirements shall include:

- 1) Project Administration
 - Ongoing Efficiencies
 - Capacity Management
 - Performance and Availability Monitoring
 - Problem Management
- 2) Web Hosting Services
 - Storage and Data Management
 - Hardware Environment
 - Technical Support
 - Change Management
 - Testing
 - Security and Confidentiality
 - Remote Access
- 3) Disaster Recovery
- 4) Transition

c) Service Level Requirements

The Contractor must demonstrate that it will consistently meet or exceed the service level requirements as stated. Service levels for the contract resulting from this RFP shall be 97% up time. Failure to meet this standard will result in a proportional reduction of invoice for the time period effected.

d) Service Level Expectations Metrics

<i>System Metrics</i>	<i>Availability</i>
Response Time – Online	1 second, 100% of the time
System Restoration (Disaster Recovery)	3 hours, 99% of the time
Backups – On Time	100%
Server Availability	97%
Response Time – Server	0.95 secs., 100% of the time
Network Availability	97%
Internet Availability	97%
WAN Availability	97%
LAN Availability	97%
Response Time – Network	1 ms, 100% of the time
Move, Add, and Change (Soft, <26)	1 day
Move, Add, and Change (Hard & Wire, < 26)	6 days

2.2.4 TRAINING REQUIREMENTS

The Contractor shall provide a Training Plan within 60 days of the notice to proceed. The training plan will include the contractor’s proposed strategy for conducting training for approximately 200 State users, and approximately 600 providers. Training must be offered in at least four geographically relevant sites across the State to minimize the travel distance for out of home placement providers and users. The GOC will assist the contractor in locating and booking training facilities.

The training plan must also include the contractors proposed method to train new out of home providers, new State staff, and a strategy for notifying and training users on major system upgrades or changes.

The contractor shall provide tailored training manuals for State users, system administrators, and out of home placement providers.

The contractor will be responsible for updating affected training manuals within 10 days of a system change.

The contractor shall provide a DVD based training manual for out of home placement providers. Updates to the DVD training manual must be completed within 20 days of a system change.

The training system shall emulate the functionality of the live system in all respects, but have no direct impact on live records. Training shall be completed for each functional component of the system.

2.2.5 HELPDESK AND PROBLEM RESOLUTION

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

- Problem recognition, diagnose the problem and develop resolution
- Escalation procedure
- Use an automated problem tracking and management system approved by the Agency, and describes the tracking and management system in the Procedures Manual.
- Maintain and enhance exception reports for problem tracking tools and software.
- Log reported problems upon receipt and monitor, control and report on each problem until it is corrected.
- Escalate unresolved problems according to established procedures set forth in the Procedures Manual.
- Maintain communications with agency and affected users on all problems through resolution.
- Provide a mechanism for expedited handling of problems that are of high business priority to the Agency.
- Correct all problems within the scope of its responsibility. A problem will not be considered to be corrected until contractor receives confirmation from the authorized agency problem reporter or control person that it has been corrected.
- Provide reports on problems including statistics on total number of problems, outstanding problems and resolution time. Investigate, verify, record and report hardware and system non-performance or downtime, and software errors.
- Conduct weekly problem review meetings, with agency's optional participation.

2.2.6 OPERATION AND MAINTENANCE REQUIREMENTS

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

- Support of the proposed system on-going operations related to production, file transfer protocol, training and interfaces to other systems

- Monitoring, production problem identification and resolution
- Software releases and emergency implementations
- System resource forecasting
- Response time monitoring
- Support and administration of system software, upgrades and program utilities
- Support security implementation and enforcement for GOC
- Disaster recovery planning. A Disaster Recovery Plan is required within 90 days of the notice to proceed.
- Improvements to the technical infrastructure and processes
- Support for resolution of user problems
- Help Desk support
- Continuous update of system documentation, applications software changes, and systems architecture
- Daily, weekly and monthly production status reporting

PHASE II INTERFACE REQUIREMENTS:

While phase II requirements are not part of this task order, the contractor shall provide information on how the COTS package can meet future business needs. The system will include the ability to export and import from/to the data repository via FTP. The system will interface with the following agencies, but not limited to:

- Department of Human Resources (DHR)
- Department of Juvenile Services (DJS)
- Department of Health and mental Hygiene (DHMH)
- Maryland State Department of Education (MSDE)

The system will also be required to identify and provide the facility by which to resolve duplicate data.

2.2.7 DISASTER RECOVERY REQUIREMENTS

The Contractor shall develop a Disaster Recovery Plan within 90 days of the notice to proceed that shall provide:

- (1) the manner of performing backup and disaster recovery functions
- (2) the business recovery functions to be performed in the event of a disaster; and
- (3) GOC's priorities for backup and disaster recovery and methods for changing those priorities.

Contractor shall provide a draft of the plan for review and comment to GOC, and shall incorporate any reasonable comments or suggestions into the Plan. Contractor shall describe the following:

- (1) Process/procedure for declaring a disaster and initiating disaster recovery actions
- (2) Roles and responsibilities of the Contractor and GOC

- (3) Roll over process for handling failover versus Disaster Recovery
- (4) Contractor policies and procedures on restoration of services to satisfy GOC's varying requirements.
- (5) What information the end users shall maintain at the Contractor's site to effect the transition of mission-critical applications to a hot site
- (6) How disaster recovery capabilities shall be tested and at which intervals to be truly effective
- (7) Role GOC shall play in testing and validating actual recovery
- (8) Data backup policies and procedures.
- (9) Equipment that shall be provided to minimize or eliminate the impact of electrical failures
- (10) Management of both tape rotation and archiving during the migration and operational phases of the contract.
- (11) Any value-added characteristics.

2.2.8 CONFIGURATION MANAGEMENT REQUIREMENTS

The Contractor shall develop policies, processes, and procedures for configuration management of the COTS configuration, test, training and production hardware and software. The Configuration Management Plan shall be reviewed, and approved by the GOC. The Configuration Management Plan is due within 30 days of the notice to proceed.

2.2.9 PROJECT APPROACH

In their TORFP response, the TO Contractor will propose the mix of staff and their approach to meet the needs of the State in supporting this effort and to crosswalk these skills to relevant position descriptions outlined in the Master Contract.

The TO Contractor should clearly and concisely describe how they will meet each task outlined in the technical requirements section. The TO Contractor will provide a project workplan that outlines the tasks that will result in Phase I implementation of the system no later than seven (7) months after the notice to proceed. The TO Contractor's approach must include a software upgrade strategy and a discussion and demonstration of how the software package can be configured to meet the anticipated phase II interface and reporting needs defined above.

Methodology

The TO Contractor shall describe the methodology, tools and techniques that shall be used in configuring and implementing the COTS solution. The methodology must be in line with the State's SDLC. All proposed processes, procedures, tools, and techniques shall be in conformance with GOC policies and standards. All deviations from these standards shall be submitted to GOC in writing for subsequent review and approval by GOC senior management. The system development lifecycle tasks shall consist of defined stages or phases to promote management checkpoints and reviews. Depending on proposed methodology/approach (e.g. waterfall, RAD, OO, etc.) project management plans shall reflect appropriate completion milestones for requirements, system and detailed designs, development, integration testing, data conversion, system installation and implementation. Proposed methodologies shall be compliant with accepted industry practices. Proprietary processes, tools, and/or techniques shall be deemed unacceptable by GOC.

Requirements Analysis

- (a) During Requirements, or Business Needs Analysis, the TO Contractor shall develop an understanding of information flows, needs and requirements through such possible avenues of information gathering as interviews, focus group discussions and end-user design sessions with appropriate personnel in the organization. All interviews, discussions, and planning sessions shall be documented through written minutes. High-level business processes and automation requirements shall be identified and mapped. In addition to process mapping, information shall be collected to determine who performs each step, what data is involved in each step, and how data is captured or obtained in each step of the process maps. The analysis shall also capture the necessary functions to be available on the Internet to support the State's e-government requirements. The complete set of process maps, business requirements matrix, and supporting information shall be delivered to GOC.
- (b) The completed Requirements (or Business Needs) Analysis shall provide the basis for the scope of the project. The major technique utilized shall be outlined in the schedule and detailed in the project plan. GOC will provide functional experts for participation in Business Needs Analysis strategies to ensure staff with business rules knowledge, business process knowledge, and policy expertise is represented. With assistance from GOC, the contractor may be required to hold sessions with a provider focus group as well.
- (c) This is a deliverable and a checkpoint. System configuration should not begin until the agency has signed the resulting Requirements Review.

Application Configuration Requirements

- (a) The purpose of this step is to ensure the configuration and/or modification of the COTS package meets the business needs defined by the user community and provides an understandable, straightforward application that facilitates ease of use. The TO Contractor will develop a detailed configuration and modification for the application.
- (b) This deliverable shall constitute a checkpoint. Actual system configuration should not begin until GOC has signed the resulting Requirements Review.

System Testing

- (a) The TO Contractor shall provide a comprehensive framework and plan for developing and managing an overall testing program before implementation of the COTS package. The testing approach shall address both functional and technical considerations through systematic and rigorous testing performed by the TO Contractor for unit, subsystem, integrated system, volume/stress, regression, and system acceptance testing. Detailed testing plans for each testing component shall be developed. The detailed test plans shall manage and control the various testing tasks and include a testing schedule, the component to be tested, test cases, and expected test results. The final report for each phase of testing shall discuss the expected results versus the actual results. The TO Contractor's testing shall be completed, reviewed, and approved by the GOC prior to the start of State user acceptance testing.
- (b) The TO Contractor's overall testing approach shall address the following points:
 - 1. Performing system tests during system configuration.
 - 2. Tracking problems from identification through resolution.
 - 3. Development of a testing strategy

4. Performing volume/stress testing.
5. Performing infrastructure testing including software distribution tools and response times.
6. Obtaining test criteria from the State for acceptance testing and reviewing the criteria to determine completeness and appropriateness of tests submitted.
7. Supporting the acceptance test in coordination with the State.
8. Providing a mechanism for evaluating test results (i.e., displays of computations, special reports, etc.).
9. Discussing test results and system performance with designated agency staff.
10. Documenting test results.
11. Correcting any errors found in the testing procedure.

User Testing

- (a) The TO Contractor's project team is required to develop user documentation, user test plan, user test environment, and user test data for GOC user testing. Test results shall be documented. Problems shall be reported, modifications and enhancements need to be addressed, evaluated and prioritized through a program change management procedure that would be developed by the project team. Review and acceptance of test results by users and/or auditors shall be confirmed in writing from involved users and/or auditors and shall be directed to the GOC project manager and program supervisor.
- (b) After completion of user testing, GOC management staff will conduct a final walkthrough and user acceptance. Check list and test results shall be documented. System approval to proceed with acceptance test will be given by GOC's Project Manager upon satisfaction.
- (c) The new system shall involve meeting minimum criteria for GOC's services. All system functions shall be exercised successfully during the acceptance period. Criteria also include, but are not limited to, the achievement of specified system availability, performance and service level commitments for a full processing cycle. The Contractor shall provide a statement indicating compliance with the acceptance test and transition.
- (d) In the event that the TO Contractor fails to complete the acceptance test within one cycle. GOC reserves the right to terminate the contract and draw or claim upon any performance bond, letter of credit, surety or other form of guarantee provided for the benefit of GOC pursuant to the terms of the contract.

Implementation

The TO Contractor shall deliver an Implementation Plan at least 90 days in advance of the expected implementation date. This deliverable will describe plans for implementing the migrated application including communications, user hardware/software requirements, roll-out approach and implementation support

Transition Out

The TO contractor shall deliver a Transition Out Plan within 180 days of the notice to proceed. The Transition Out plan will detail how the contractor will transition in-flight initiatives, knowledge, application maintenance, help desk and hosting activities to an incoming contractor or to the GOC.

2.2.10 DELIVERABLES

For each written deliverable, draft and final, the TO Contractor shall submit to the TO Manager one hard copy and one electronic copy compatible with Microsoft Office 2000, Microsoft Project 2000 and/or Visio 2000.

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

- A) Be presented in a format appropriate for the subject matter and depth of discussion.
- B) Be organized in a manner that presents a logical flow of the deliverable's content.
- C) Represent factual information reasonably expected to have been known at the time of submittal.
- D) Present information that is relevant to the Section of the deliverable being discussed.
- E) Represent a significant level of completeness towards the associated final written deliverable that supports a concise final deliverable acceptance process.

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

Upon receipt of a final deliverable, the TO Manager shall commence a review of the deliverable as required to validate the completeness and quality in meeting requirements. Upon completion of validation, the TO Manager shall issue to the TO Contractor notice of acceptance or rejection of the deliverables in an Agency Acceptance of Deliverable Form (Attachment 9). In the event of rejection, the TO Contractor shall correct the identified deficiencies or non-conformities. Subsequent project tasks may not continue until deficiencies with a deliverable are rectified and accepted by the TO Manager or the TO Manager has specifically issued, in writing, a waiver for conditional continuance of project tasks. Once the State's issues have been addressed and resolutions are accepted by the TO Manager, the TO Contractor will incorporate the resolutions into the deliverable and resubmit the deliverable for acceptance. Accepted deliverables shall be invoiced within 30 days in the applicable invoice format (Reference 2.6 Invoicing).

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

- A) Be presented in a format appropriate for the subject matter and depth of discussion.
- B) Be organized in a manner that presents a logical flow of the deliverable's content.
- C) Represent factual information reasonably expected to have been known at the time of submittal.
- D) Present information that is relevant to the Section of the deliverable being discussed.

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

2.2.10.1 TASKS AND DELIVERABLES

- A. **Kickoff Meeting** within five (5) business days of the Notice of Award

- B. **Project Management and WorkPlan** shall within twenty days of the notice to proceed. The WBS as part of a Project Plan and Methodology will include Milestones and Deliverables with individual important project tasks, Gantt chart, Staffing Plan, and Risk Management.
- C. **Communication Plan Outline** shall be delivered within fifteen days from the notice to proceed.
- D. **Communication Plan** shall be delivered 45 days of the notice to proceed.
- E. **Requirements Document.** This deliverable will outline the user requirements and the approach that will be used to implement the system. This deliverable will also identify any risks associated with the approach and identified requirements.
- F. **Application Configuration Requirements Document.** This deliverable will provide the detailed design specifications for the system including user interface and external system interfaces.
- G. **Implementation Plan.** This deliverable will describe plans for implementing the migrated application including communications, user hardware/software requirements, roll-out approach and implementation support.
- H. **Disaster Recovery**
- I. **Security Plan.** The TO Contractor shall provide a security plan that includes physical/facility security, system security and disaster recovery.
- J. **User Manuals.** This deliverable will provide users with detailed information about how to use the application. It will be scenario-based and will use graphics and text to walk users through accomplishing all capabilities within the application.
- K. **Administrator Guide.** This deliverable will provide system administrators with detailed information on how to operate and maintain the application.
- L. **Monthly Status Report** shall be delivered 15th day following the close of the period. Status report will include service level attainment report.
- M. **Weekly Monitoring/Statistic Report** shall be delivered by Monday noon of each week via electronic to the Governor's Office for Children.
- N. Deliver **Configuration Management Plan** within 30 days of the notice to proceed.
- O. Deliver **Standard Operating Procedures** document including backup procedures within 60 days before go live date.
- P. **Transition Out Plan** shall be delivered within 180 days of the notice to proceed.

2.2.10.2 DELIVERABLE REVIEWS

The State will provide a response to each deliverable or module within seven (7) business days of receipt of the deliverable. Depending on the size and complexity of a deliverable or module, the State may not be able to complete the review within the specified time frame. In such a case, the State will provide the Contractor a notice by the 5th business day indicating when the review shall be completed. In no case shall the review exceed an additional thirty (30) business days.

If the deliverable is not acceptable as submitted, the State's response shall indicate where the deliverable is deficient. The Contractor shall correct the deficiency(ies) to receive approval of the deliverable by the State at no

charge. The Contractor shall not proceed with the next deliverable until the deficiency(ies) are resolved. . If comments impact Contractor staffing, Contractor will submit a revised staffing plan as appropriate to ensure continuity of service.

2.2.11 DELIVERABLE/ DELIVERY SCHEDULE

Describe using the following format for each deliverable:

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

Deliverables for 2.2.3 references the Section of the TORFP, the description of the deliverable and Expected Completion by identifying the number of calendars days estimated for the TO Contractor to complete the deliverable after receiving the Notice to Proceed (NTP).

ID	Deliverables for 2.2.3	Expected Completion:
2.2.2.1	Deliverable 1: Project Kickoff	NTP + 5 Business Days
2.2.2.1	Deliverable 2: Draft Project Management Plan	NTP + 5 Business Days
2.2.2.1	Deliverable 2: Final Project Management Plan	NTP + 20 Business Days
2.2.2.1	Deliverable 3: Staffing Plan	NTP + 15 Business Days
2.2.2.1	Deliverable 4: Communication Plan	NTP + 45 Business Days
2.2.2.1	Deliverable 5: Long Range Transition Plan	NTP + 120 Calendar Days
2.2.2.1	Deliverable 6: Maintenance Plan	30 days before system go live date
2.2.2.1	Deliverable 7: Standard Operating Procedure	60 days before system go live date
2.2.2.1	Deliverable 8: Training Plan	NTP + 60 Business Days
2.2.2.1	Deliverable 9: Disaster Recovery Plan	NTP + 90 Business Days
2.2.2.1	Deliverable 10: Configuration Management Plan	NTP + 30 Business Days
2.2.2.1	Deliverable 11: Implementation Plan	90 days in advance of system go live date
2.2.2.1	Deliverable 12: Requirements Document	To be determined by the vendor and presented in the project workplan
2.2.2.1	Deliverable 13: Application Configuration Requirements Document	To be determined by the vendor and presented in the project workplan
2.2.2.1	Deliverable 14: Monthly Status Report	15 th day following the close of the period
2.2.2.1	Deliverable 15: Weekly Performance Report	Every Monday by Noon to the Project Management Office
2.2.2.1	Deliverable 16: Transition Out Plan	NTP + 180 Business Days

2.2.12 REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES

The TO Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting information technology projects, which may be created or changed periodically. The TO Contractor shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards and guidelines affecting project execution. These may include, but are not limited to:

- A) The State's System Development Life Cycle (SDLC) methodology at: www.dbm.maryland.gov - keyword: SDLC.
- B) The State Information Technology Security Policy and Standards at: www.dbm.maryland.gov - keyword: Security Policy.
- C) The State Information Technology Project Oversight at: www.dbm.maryland.gov - keyword: IT Project Oversight.
- D) The State of Maryland Enterprise Architecture at www.dbm.maryland.gov - keyword: MTAF Guiding Principles.
- E) The TO Contractor shall follow the project management methodologies that are consistent with the Project Management Institute's Project Management Body of Knowledge Guide. TO Contractor's staff and subcontractors are to follow a consistent methodology for all TO activities.

2.3 CONTRACTOR EXPERTISE REQUIRED

The Contractor's project team shall possess extensive experience and technical expertise in all phases of the proposed life cycle. The project technical staff shall have advanced information technology (IT) skills and hands-on experience with system re-engineering projects, the proposed COTS software package, and relational database Web applications. Excellent project management skills are required to lead the project and ensure work to be delivered to the user's satisfaction. Contractor's project and technical staff qualifications and skills shall be submitted to and approved GOC senior management prior to project engagement. Any changes to the Contractor's project or technical staff during the project's term shall require GOC senior management approval.

The TO Contractor shall propose any applicable staff based on the requirements of the scope of work and must document a professional level of expertise in:

- Staffing the project with key personnel with direct knowledge and experience in service provision, State or local government
- Experience using automated testing and requirements gathering tools
- Expertise and experience in planning Joint Application Design (JAD) sessions, preparing JAD materials, training JAD participants, conducting JAD sessions, and documenting JAD sessions
- Experience and expertise in project management, administration and reporting for large-scale system development/ replacement projects for governmental entities
- Experience and expertise providing ongoing operation phase consultation and project management for large-scale system development/ replacement projects for governmental entities
- Demonstrable knowledge of health and human services
- The contractor shall supply a minimum of three (3) and a maximum of five (5) projects of similar size and nature. Information shall include a brief description of the project, dates of the project and whom the project was for. The information shall clearly state how the experience is of similar size and nature.
- The contractor shall supply two (2) references to support the proposal. The references shall be current. Identify the name of each reference, point of contact, and telephone number. GOC will have the right to contact any reference of its choosing as part of the evaluation process, including references not provided by the contractor but otherwise known by the Department.
- Selected contractor shall have a demonstrated ability to install and customize the proposed COTS software, host, deploy, maintain, and engineer world-class application systems.
- Selected contractor shall have a demonstrated ability to support and manage the similar project size for 2,000+ users.
- Documented successful experiences in implementing and operating a Hosting environment for State governmental entities
- Documented successful experiences in implementing the software in the .Net and SQL server environment.

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

- Connectivity through multiple Tier-1 Backbone Providers

- Redundant Power Supply
- Multi-Layer Security Infrastructure (Hacker-Safe certified)
- Advance Data Center Security Protocols
- 24/7 physical security
- Procedure and contact lists (including escalation procedures) for after-hours accessibility in the event contractor does not staff a 24x7 helpdesk.

2.4 CONTRACTOR PERSONNEL MINIMUM QUALIFICATIONS

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

The TO Contractor will have experience in implementing proposed COTS solution for Health and Human Services.

The TO Contractor must identify and maintain a project team that demonstrate a minimum level of expertise as outlined in Section 2.4.1 below.

2.4.1 SKILLS REQUIREMENT FOR KEY PERSONNEL OF PROPOSED TEAM

Project Manager

Education and other Requirements: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline. PMI Project Management Training (40 hours) or equivalent formal project management training. PMP certification or equivalent certification (such as Graduate Degree or certificate in Project Management, Information Systems focusing on technology management) A Master's Degree is preferred. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.

General Experience: Must have seven (7) years IT experience, including at least seven (7) years of IT management experience. Prefer five (5) years general experience in social services.

Specialized Experience: At least five (5) years of Direct Supervision IT Software Development and COTS Systems. Five (5) years experience large-scale (+3,000 users) system development experience of which three (3) years large scale systems project management and strong leadership, communication & coordination skills to supervise activities of business analysts, design teams, developers, testers & other IT professionals throughout the SDLC process. Must have experience managing DB2 & DB2 UDB, MS SQL, .NET, and PowerBuilder projects.

Subject Matter Expert

Education and other Requirements: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline. A Master's Degree is preferred. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.

General Experience: Must have twelve (12) years of experience in the ADP field.

Specialized Experience: At least eight (8) years of combined new and related older technical experience in the ADP field directly related to the required area of expertise. Must have five (5) to seven (7) years experience in general social services. Must have (3) years experience in the contractor proposed COTS system.

Senior Computer Software/Integration Analyst

Education and other Requirements: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline. A Master's Degree is preferred. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.

General Experience: Must have eight (8) years of progressive working experience as a computer specialist or a computer systems analyst.

Specialized Experience: At least five (5) years of experience as a Computer Systems Analysts. Must have (3) years of experience in the proposed COTS solution.

Senior Computer Specialist

Education and other Requirements: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or three (3) years of equivalent experience in a related field. A Master's Degree is preferred. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.

General Experience: Must have 8 years of computer experience in at least two of the following disciplines: system analysis, system programming, application programming, and equipment analysis.

Specialized Experience: At least 5 years of experience either as computer hardware or systems software specialist or as a systems analyst with duties relating to the evaluation of third and fourth generation of current state-of-the-art computer hardware and software and its ability to support specific requirements for hardware and software evaluation, system management, or large-scale system development and maintenance.

Training Specialist/Instructor

Education and other Requirements: A Bachelor's Degree from an accredited college or university with a major in Education/Training in the areas of Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline. A Master's Degree is preferred. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.

General Experience: Must have 4 years of experience in information systems development, training, or related fields.

Specialized Experience: At least 2 years of experience in developing and providing IT and end user training on computer hardware and application software.

Network Administrator

Education and other Requirements: An Associate's degree from an accredited college or university in Computer Science, Information Systems, Engineering or a related field, or two years of college or university study in

Computer Science, Information Systems, Engineering or a related field. If applicable, should be certified as a network administrator for a specific network operating system as defined in the State solicitation. Certification criteria is determined by the network operating system manager. An additional year of specialized experience may be substituted for the required education.

General Experience: Two years of experience in a computer-related field.

Specialized Experience: One year of experience in one or more of the following areas: data communications engineering, data communications hardware or software analysis, network administration or management, data communications equipment installation and maintenance, or computer systems administration and management.

Functional and Technical Team Leads

The Functional and Technical Team Leads, at a minimum, shall have the following qualifications:

Two (2) years direct analysis experience within State government systems environment.

Two (2) years of experience as a lead analyst for ADP.

Five (5) years of analysis/programming experience in design and development of ADP software.

One (1) year of experience in team supervision of five (5) or more technical professionals.

A Bachelor of Science (BS) or Arts (BA) degree from an accredited institution; preferably in business administration, computer or management sciences, or a related field; or extensive experience in projects similar to this one.

2.5 INVOICING

Payment will only be made upon completion and acceptance of the deliverables as defined in 2.2.3.

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

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

2.5.1 INVOICE SUBMISSION PROCEDURE

This procedure consists of the following requirements and steps:

- A) The invoice shall identify the Governor's Office for Children as the TO Requesting Agency, deliverable description, associated TO Agreement number, date of invoice, period of performance covered by the invoice, and a TO Contractor point of contact with telephone number.
- B) The TO Contractor shall send the original of each invoice and supporting documentation (itemized billing reference for employees and any subcontractor and signed Acceptance of Deliverable form – Attachment 9, for each deliverable being invoiced) submitted for payment to the Governor's Office for Children at the following address: 301 W. Preston Street, 15th Floor, Baltimore, MD 21201.
- 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.

2.6.2 MBE PARTICIPATION REPORTS

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. The TO Contractor shall provide a completed MBE Participation form (Attachment 2, Form D-5) to ASM at the same time the invoice copy is sent. The TO Contractor shall ensure that each MBE Subcontractor provides a completed MBE Participation Form (Attachment 2, Form D-6). Subcontractor reporting shall be sent directly from the subcontractor to DBED. DBED will monitor both the TO Contractor's efforts to achieve the MBE participation goal and compliance with reporting requirements. The TO Contractor shall email all completed forms, copies of invoices and checks paid to the MBE directly to the TO Procurement Officer and TO Manager

2.6 REPORTING

The TO Contractor and the TO Requesting Agency shall conduct monthly progress meetings or on an as needed basis. A monthly project progress report shall be submitted one week/5 business days in advance prior to the discussion to the TO Manager and shall contain, at a minimum, the following information:

- TO Requesting Agency name, TO Agreement number, functional area name and number, reporting period and “Progress Report” to be included in the e-mail subject line.
- Work accomplished during the reporting period.
- Deliverable progress, as a percentage of completion.
- Problem areas, including scope creep or deviation from the work plan.
- Planned activities for the next reporting period.
- Gantt chart updated from the original to show actual progress; as applicable, explanations for variances and plan for completion on schedule.
- An accounting report for the current reporting period and a cumulative summary of the totals for both the current and previous reporting periods. The accounting report shall include amounts invoiced-to-date and paid-to-date.

2.7 CHANGE ORDERS

If the TO Contractor is required to perform additional work, or there is a work reduction due to unforeseen scope changes, the TO Contractor and 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 modifications shall be performed until a change order is executed by the TO Procurement Officer.

SECTION 3 - TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1 REQUIRED RESPONSE

Each Master Contractor receiving this CATS TORFP must respond within the submission time designated in the Key Information Summary Sheet. Each Master Contractor is required to submit one of two possible responses: 1) a proposal and 2) a completed Master Contractors feed back form submitted electronically off the CATS web site.

3.2 FORMAT

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

3.2.1 THE TECHNICAL PORTION OF THE TO PROPOSAL SHALL INCLUDE

A) Proposed Services – Work Plan

- 1) **Requirements:** A detailed discussion of the Master Contractor's understanding of the work and the Master Contractor's capabilities, approach and solution to address the requirements outlined in Section 2.
- 2) **Assumptions:** A description of any assumptions formed by the Master Contractor in developing the Technical Proposal.
- 3) **Risk Assessment:** An assessment of any risks inherent in the work requirements and actions to mitigate these risks.
- 4) **Proposed Solution:** A description of the Master Contractor's proposed solution to accomplish the specified work requirements.
- 5) **Proposed Tools:** A description of all proposed tools that will be used to facilitate the work.
- 6) **Tasks and Deliverables:** A description of and the schedule for each task and deliverable, illustrated by a Gantt chart. Start and completion dates for each task, milestone, and deliverable shall be indicated. The Gantt chart will form the baseline for task order monitoring, and will be updated bi-weekly as part of progress reporting (see Section 2.7.1).
- 7) **Work Breakdown Structure:** A detailed work breakdown structure and staffing schedule, with labor hours by skill category that will be applied to meet each milestone and deliverable, and to accomplish all specified work requirements.
- 8) **Acceptance Criteria:** A statement acknowledging the Master Contractor's understanding of the acceptance criteria.

B) Proposed Personnel

- 1) Identify and provide resumes for all proposed personnel by labor category. The resume should highlight the proposed personnel's applicable responsibilities and accomplishments as they relate to the requirements of this TORFP
- 2) Certification that all proposed personnel meet the minimum required qualifications and possess the required certifications in accordance to Section 2.8
- 3) Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under this TO Agreement.

- 4) Complete and provide, at the interview, Attachment 5 – Labor Classification Personnel Resume Summary.
- C) MBE Participation
- 1) Submit completed MBE documents Attachment 2 - Forms D-1 and D-2.
- D) Subcontractors
- 1) Identify all proposed subcontractors, including MBEs, and their full roles in the performance of this TORFP Scope of Work.
- E) Master Contractor and Subcontractor Experience and Capabilities
- 1) Provide three examples of projects that you have completed that were similar in scope to the one defined in this TORFP Scope of Work. Each of the three examples must include a reference, to be provided at the interview, complete with the following:
 - A) Name of organization.
 - B) Name, title, and telephone number of point-of-contact for the reference.
 - C) Type, and duration of contract(s) supporting the reference.
 - D) The services provided, scope of the contract and performance objectives satisfied as they relate to the scope of this TORFP.
 - E) Whether the Master Contractor is still providing these services and, if not, an explanation of why it is no longer providing the services to the client organization.
 - 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 government entity of the State of Maryland. For each identified contract, the Master Contractor shall provide:
 - A) The State contracting entity,
 - B) A brief description of the services/goods provided,
 - C) The dollar value of the contract,
 - D) The term of the contract,
 - E) Whether the contract was terminated prior to the specified original contract termination date,
 - F) Whether any available renewal option was not exercised,
 - G) The State employee contact person (name, title, telephone number and e-mail address.

This information will be considered as part of the experience and past performance evaluation criteria in the TORFP.
- F) Proposed Facility
- 1) Identify Master Contractor’s facilities, including address, from which any work will be performed.
- G) State Assistance
- 1) Provide an estimate of expectation concerning participation by State personnel.
- H) Confidentiality
- 1) A Master Contractor should give specific attention to the identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and

provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland. Contractors are advised that, upon request for this information from a third party, the TO Procurement Officer will be required to make an independent determination regarding whether the information may be disclosed.

3.2.2 THE FINANCIAL RESPONSE OF THE TO PROPOSAL SHALL INCLUDE

- A) A description of any assumptions on which the Master Contractor's Financial Proposal is based;
- B) Attachment 1 - Completed Financial Proposal

SECTION 4 - PROCEDURE FOR AWARDING A TASK ORDER AGREEMENT

4.1 EVALUATION CRITERIA

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 TO Requesting Agency will consider all information submitted in accordance with Section 3.

4.2 TECHNICAL CRITERIA

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

- The expertise of the contractor meets or exceeds the expertise defined in the TORFP.
- The qualifications of the proposed personnel meet or exceed the minimum qualifications set forth in the Master Contract and meet or exceed the mandatory skills defined in the TORFP.
- Satisfactory past performance and similarity of work on engagements that the contractor has provided as references.
- Having documented successful experiences in implementing web-based COTS for Health and Human Services.
- Having documented successful experiences in implementing and operating a Hosting environment for State governmental entities.
- The overall understanding of the work required.
- The efficiency and effectiveness of the work plan, including the approach and methodology for completing the requirements of this task order, the reporting mechanism for ensuring project schedules are met, and change control and project management methodology.

4.3 SELECTION PROCEDURES

- A) TO Proposals deemed technically qualified will have their financial proposal considered. All others will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.
- B) Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.
- C) The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment. In making this selection, technical merit has greater weight than price.

4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT

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

ATTACHMENT 1- PRICE PROPOSAL FORM

PRICE PROPOSAL FOR CATS TORFP # DEXP7200117

Identification	Deliverable	Proposed Price
001	Software (One time Only)	
002	Software Licensing (One time Only)	
003	Software Licensing – Recurring (Annual)	
004	Installation	
005	Training	
006	Help Desk (Base Year)	
007	Help Desk (Optional – Contract Year 2)	
008	Help Desk (Optional – Contract Year 3)	
009	Help Desk (Optional – Contract Year 4 – Partial Year which ends 12/31/2010)	
010	Hosting (Base Year)	
011	Hosting (Optional – Contract Year 2)	
012	Hosting (Optional – Contract Year 3)	
013	Hosting (Optional – Contract Year 4 – Partial Year which ends 12/31/2010)	
014	Hardware (if applicable)	
015	Operation and Maintenance (Base Year)	
016	Operation and Maintenance (Optional – Contract Year 2)	
017	Operation and Maintenance (Optional – Contract Year 3)	
018	Operation and Maintenance (Optional – Contract Year 4 – Partial Year which ends 12/31/2010)	
019	Per Incident Fees (If applicable)	
020	Software Warranty Fees	
021	Back Up and Restore Fees	
022	Disaster Recovery – Cold Site (Optional)	
023	Disaster Recovery – Warm Site (Optional)	
024	Task Order Deliverable Title	
	Total Proposed Fixed Price	

NOTE: Contractor should use April 1, 2007, as Year 1 contract start date. The contract price will be adjusted accordingly for Year 4 in the event the contract starts early or later than April 1, 2007.

Authorized Individual Name

Company Name

Title

Company Tax ID #

SUBMIT AS A .PDF FILE WITH THE FINANCIAL RESPONSE

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

CATS TORFP #DEXP7200117

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

1. As the TO Contractor, you have entered into a TO Agreement with the State of Maryland. As such, your company/firm is responsible for successful completion of all deliverables under the contract, including your commitment to making a good faith effort to meet the MBE participation goal(s) established for TORFP. Part of that effort, as outlined in the TORFP, includes submission of monthly reports to the State regarding the previous month's MBE payment activity. Reporting forms D-5 (TO Contractor Paid/Unpaid MBE Invoice Report) and D-6 (Subcontractor Paid/Unpaid MBE Invoice Report) are attached for your use and convenience.
2. The TO Contractor must complete a separate Form D-5 for each MBE subcontractor for each month of the contract and submit one copy to each of the locations indicated at the bottom of the form. The report is due no later than the 15th of the month following the month that is being reported. For example, the report for January's activity is due no later than the 15th of February. With the approval of the TO Manager, the report may be submitted electronically. Note: Reports are required to be submitted each month, regardless of whether there was any MBE payment activity for the reporting month.
3. The TO Contractor is responsible for ensuring that each subcontractor receives a copy (e-copy of and/or hard copy) of Form D-6. The TO Contractor should make sure that the subcontractor receives all the information necessary to complete the form properly, i.e., all of the information located in the upper right corner of the form. It may be wise to customize Form D-6 (upper right corner of the form) for the subcontractor the same as the Form D-5 was customized by the TO Manager for the benefit of the TO Contractor. This will help to minimize any confusion for those who receive and review the reports.
4. It is the responsibility of the TO Contractor to make sure that all subcontractors submit reports no later than the 15th of each month, regardless of whether there was any MBE payment activity for the reporting month. Actual payment data is verified and entered into the State's financial management tracking system from the subcontractor's D-6 report only. Therefore, if the subcontractor(s) do not submit their D-6 payment reports, the TO Contractor cannot and will not be given credit for subcontractor payments, regardless of the TO Contractor's proper submission of Form D-5. The TO Manager will contact the TO Contractor if reports are not received each month from either the prime contractor or any of the identified subcontractors. The TO Contractor must promptly notify the TO Manager if, during the course of the contract, a new MBE subcontractor is utilized. Failure to comply with the MBE contract provisions and reporting requirements may result in sanctions, as provided by COMAR 21.11.03.13.

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 1

CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT

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

In conjunction with the offer submitted in response to TORFP No. DEXP7200117, I affirm the following:

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

OR

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

2. I have identified the specific commitment of certified Minority Business Enterprises by completing and submitting an MBE Participation Schedule (Attachment 2 - Form D-2) with the proposal.
3. I acknowledge that the MBE subcontractors/suppliers listed in the MBE Participation Schedule will be used to accomplish the percentage of MBE participation that I intend to achieve.
4. I understand that if I am notified that I am the apparent TO Agreement awardee, I must submit the following documentation within 10 working days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier.
 - (a) Outreach Efforts Compliance Statement (Attachment D-3)
 - (b) Subcontractor Project Participation Statement (Attachment D-4)
 - (c) MBE Waiver Documentation per COMAR 21.11.03.11 (if applicable)
 - (d) Any other documentation required by the TO Procurement Officer to ascertain Offeror's responsibility in connection with the certified MBE participation goal.

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

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

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

Offeror Name

Signature of Affiant

Address

Printed Name, Title

Date

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 2

MINORITY BUSINESS ENTERPRISE PARTICIPATION SCHEDULE

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

TO Prime Contractor (Firm Name, Address, Phone)	Task Order Description
Task Order Agreement Number: DEXP7200117	
List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	

USE ATTACHMENT D-2 CONTINUATION PAGE AS NEEDED

SUMMARY

TOTAL MBE PARTICIPATION:	<u> </u> %
TOTAL WOMAN-OWNED MBE PARTICIPATION:	<u> </u> %
TOTAL AFRICAN AMERICAN-OWNED MBE PARTICIPATION:	<u> </u> %

Document Prepared By: (please print or type)

Name: _____ Title: _____

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 2

MINORITY BUSINESS ENTERPRISE PARTICIPATION SCHEDULE (CONTINUED)

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

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 3

OUTREACH EFFORTS COMPLIANCE STATEMENT

In conjunction with the bid or offer submitted in response to TORFP # DEXP7200117, I state the following:

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

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

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

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

(DESCRIBE EFFORTS)

 This project does not involve bonding requirements.

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

Offeror Name

By: _____
Name

Address

Title

Date

Submit within 10 working days of receiving notice of the potential award

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 4

SUBCONTRACTOR PROJECT PARTICIPATION STATEMENT

SUBMIT ONE FORM FOR EACH CERTIFIED MBE LISTED IN THE MBE PARTICIPATION SCHEDULE

Provided that _____ is awarded the TO Agreement in
(Prime TO Contractor Name)
conjunction with TORFP No. DEXP7200117, it and _____,
(Subcontractor Name)

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

(Describe work to be performed by MBE):

- No bonds are required of Subcontractor
- The following amount and type of bonds are required of Subcontractor:

By:

By:

Prime Contractor Signature

Subcontractor Signature

Name

Name

Title

Title

Date

Date

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

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 5

MINORITY BUSINESS ENTERPRISE PARTICIPATION TO CONTRACTOR PAID/UNPAID INVOICE REPORT

Report #: _____ Reporting Period (Month/Year): _____ Report is due by the 15th of the following month.	CATS TORFP # DEXP7200117 Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____
--	--

Prime TO Contractor:		Contact Person:	
Address:			
City:		State:	ZIP:
Phone:	FAX:		
Subcontractor Name:		Contact Person:	
Phone:	FAX:		
Subcontractor Services Provided:			
List all unpaid invoices over 30 days old received from the MBE subcontractor named above:			
1.			
2.			
3.			
Total Dollars Unpaid: \$ _____			

**If more than one MBE subcontractor is used for this contract, please use separate forms.

Return one copy of this form to the following address:

Antoinette Thomas Governors for Children 301 W Preston Street, 15 th floor Baltimore, MD 21201 athomas@goc.state.md.us	Scott Finkelsen Governor's Office for Children 301 W Preston Street, 15 th floor Baltimore, MD 21201 sfinkelsen@goc.state.md.us
--	--

Signature: _____ Date: _____

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 6

MINORITY BUSINESS ENTERPRISE PARTICIPATION SUBCONTRACTOR PAID/UNPAID INVOICE REPORT

Report #: _____ Reporting Period (Month/Year): __/_____ Report Due By the 15th of the following Month.	CATS TORFP #DEXP7200117 Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____	
MBE Subcontractor Name: _____		
MDOT Certification #: _____		
Contact Person: _____		
Address: _____		
City: _____	State: _____	ZIP: _____
Phone: _____	FAX: _____	
Subcontractor Services Provided: _____		
List all payments received from Prime TO Contractor during reporting period indicated above. 1. 2. 3. Total Dollars Paid: \$ _____	List dates and amounts of any unpaid invoices over 30 days old. 1. 2. 3. Total Dollars Unpaid: \$ _____	
Prime TO Contractor: _____ Contact Person: _____		

Return one copy of this form to the following address:

Antoinette Thomas Governors for Children 301 W Preston Street, 15 th floor Baltimore, MD 21201 athomas@goc.state.md.us	Scott Finkelsen Governors for Children 301 W Preston Street, 15 th floor Baltimore, MD 21201 sfinkelsen@goc.state.md.us
--	--

Signature: _____ Date: _____

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

ATTACHMENT 3 – TASK ORDER AGREEMENT

CATS TORFP# DEXP7200117 OF MASTER CONTRACT #050R5800338

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

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

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
 - a. “Agency” means the Governor’s Office for Children, as identified in the CATS TORFP # DEXP7200117.
 - b. “CATS TORFP” means the Task Order Request for Proposals # DEXP7200117, dated January 31, 2007, including any addenda.
 - c. “Master Contract” means the CATS Master Contract between the Maryland Department of Budget and Management and TO Contractor dated December 19, 2005.
 - d. “TO Procurement Officer” means Scott Finkelsen. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
 - e. “TO Agreement” means this signed TO Agreement between Governor’s Office for Children on behalf of the Children’s Cabinet and TO Contractor.
 - f. “TO Contractor” means the CATS Master Contractor awarded this TO Agreement, whose principal business address is _____ and whose principal office in Maryland is _____.
 - g. “TO Manager” means Antoinette Thomas of Governor’s Office for Children. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
 - h. “TO Proposal - Technical” means the TO Contractor’s technical response to the CATS TORFP dated date of TO Proposal – Technical.
 - i. “TO Proposal – Financial” means the TO Contractor’s financial response to the CATS TORFP dated date of TO Proposal - Financial.
 - j. “TO Proposal” collectively refers to the TO Proposal – Technical and TO Proposal – Financial.
2. Scope of Work
 - 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supercede 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 Proposal-Technical
- d. Exhibit C – TO Proposal-Financial

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

3. Time for Performance

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of insert time for performance, 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 \$total amount of task order. 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 an invoice for services provided by the TO Contractor, acceptance by the Agency of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.
- 4.3 Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is Federal ID number. 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 GOC Fiscal.
- 4.4 In addition to any other available remedies, if, in the opinion of the TO Procurement Officer, the TO Contractor fails to perform in a satisfactory and timely manner, the TO Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the TO Contractor to be reduced or

withheld until such time as the TO Contractor meets performance standards as established by the TO Procurement Officer.

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

TO Contractor Name

By: Type or Print TO Contractor POC

Date

Witness: _____

STATE OF MARYLAND, Governor's Office for Children

By: Scott Finkelsen, 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 subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.
- C) The bidder or Offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.
- D) The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail—attach additional sheets if necessary):
- E) The bidder or Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or Offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or Offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

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

Date: _____ By: _____

(Authorized Representative and Affiant)

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 5 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY

INSTRUCTIONS:

1. Master Contractors must comply with all personnel requirements under the Master Contract RFP 050R5800338.
2. Only labor categories proposed in the Master Contractors Financial Proposal may be proposed under the CATS TORFP process.
3. For each person proposed in any of the labor categories, complete one Labor Category Personnel Resume Summary to document how the proposed person meets each of the minimum requirements. This summary is required at the time of the interview.

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

4. Each form also includes examples of duties to perform. The proposed person must be able to fulfill those duties.
5. For each subject matter expert, the State will identify the particular area of expertise and the Master Contractor shall provide proof the individual has qualifications within that area of expertise.
6. Additional information may be attached to each Labor Category Personnel Resume Summary that may assist a full and complete understanding of the individual being proposed.

ATTACHMENT 6 – DIRECTIONS

TO THE PRE-TO PROPOSAL CONFERENCE

From Western Maryland:

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

From Annapolis/Eastern Shore:

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

From Washington:

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

From Southern Maryland:

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

From North of Downtown Baltimore:

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

PARKING:

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

ATTACHMENT 7 – NOTICE TO PROCEED

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS Task Order Agreement #DEXP7200117

Dear TO Contractor Contact:

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

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

Sincerely,

Scott Finkelsen

Task Order Procurement Officer

Enclosures (2)

cc: Antoinette Thomas, Governor's Office for Children

Procurement Liaison Office, Office of Information Technology, DBM

Project Management Office, Office of Information Technology, DBM

ATTACHMENT 8 – AGENCY RECEIPT OF DELIVERABLE FORM

I acknowledge receipt of the following:

TORFP Title: Children’s Services Outcome Measurement System

TO Agreement Number: # DEXP7200117

Title of Deliverable: _____

TORFP Reference Section # _____

Deliverable Reference ID # _____

Name of TO Manager: Antoinette Thomas

TO Manager Signature

Date Signed

Name of TO Contractor’s Project Manager: _____

TO Contractor’s Project Manager Signature

Date Signed

SUBMIT AS REQUIRED IN SECTION 2.2.10 OF THE TORFP.

ATTACHMENT 9 – AGENCY ACCEPTANCE OF DELIVERABLE FORM

Agency Name: Governor’s Office for Children on Behalf of the Children’s Cabinet

TORFP Title: TORFP Children’s Services Outcome Measurement System

TO Manager: Antoinette Thomas, 410-767-6242

To:

The following deliverable, as required by TO Agreement # DEXP7200117, has been received and reviewed in accordance with the TORFP.

Title of deliverable: _____

TORFP Contract Reference Number: Section # _____

Deliverable Reference ID # _____

This deliverable:

Is accepted as delivered.

Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

TO Manager Signature

Date Signed

ISSUED BY THE TO MANAGER AS REQUIRED IN SECTION 2.2.10 OF THE TORFP.

ATTACHMENT 10 – NON-DISCLOSURE AGREEMENT (OFFEROR)

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

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS TORFP #DEXP7200117 for TORFP Children's Services Outcome Measurement System. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to _____. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information described in Section 1.7 of the TORFP, 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 under Section 1.7, 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 Scott Finkelsen, Governor's Office for Children on or before the due date for Proposals.
4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR'S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.
5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
6. This Agreement shall be governed by the laws of the State of Maryland.
7. OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than \$20,000 and/or imprisonment not exceeding 5 years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.
8. The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

OFFEROR: _____ BY: _____

NAME: _____ TITLE: _____

ADDRESS: _____

SUBMIT AS REQUIRED IN SECTION 1.8 OF THE TORFP

ATTACHMENT 11 – NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made as of this ___ day of _____, 200___, by and between the State of Maryland ("the State"), acting by and through its Governor’s Office for Children on Behalf of the Children’s Cabinet (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 Children’s Services Outcome Measurement System TORFP No. DEXP7200117 dated 2-1-2007, (the “TORFP”) issued under the Consulting and Technical Services procurement issued by the Department, Project Number 050R5800338; and

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

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

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

6. TO Contractor shall, at its own expense, return to the Department, all copies of the Confidential Information in its care, custody, control or possession upon request of the Department or on termination of the TO Agreement.
7. A breach of this Agreement by the TO Contractor or by the TO Contractor's Personnel shall constitute a breach of the TO Agreement between the TO Contractor and the State.
8. TO Contractor acknowledges that any failure by the TO Contractor or the TO Contractor's Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the TO Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The TO Contractor consents to personal jurisdiction in the Maryland State Courts. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages from the TO Contractor and the TO Contractor's Personnel for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the TO Contractor or any of the TO Contractor's Personnel to comply with the requirements of this Agreement, the TO Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
9. TO Contractor and each of the TO Contractor's Personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement and the TO Contractor shall provide originals of such executed Agreements to the State.
10. The parties further agree that:
 - a. This Agreement shall be governed by the laws of the State of Maryland;
 - b. The rights and obligations of the TO Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;
 - c. The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;
 - d. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;
 - e. Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures; and
 - f. The Recitals are not merely prefatory but are an integral part hereof.

TO Contractor/TO Contractor's Personnel:

Governor's Office for Children:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SUBMIT AS REQUIRED IN SECTION 1.8 OF THE TORFP

EXHIBIT A

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

Printed Name and Address
of Employee or Agent

Signature

Date

ATTACHMENT 12 – SYSTEM REPORTS

Group Home Reports

- I. Youth-Based Reports
- II. Program-Based Reports
- III. System Comprehensive Reports

I. Youth-Based Reports

❖ Youth Profile Report

- Name, ID # & demographics (race, gender, age)

Baseline indicators

- Assessed Needs:
 - Education Level/Needs
 - Currently Enrolled in School
 - Special Ed/IEP
 - Prior Attendance
 - Prior Grade level/GPA
 - Medical & Dental Health Condition/Needs
 - DSM IV Diagnosis
 - Services Required
 - Substance Abuse
 - Behavioral Health
 - Mental Health
- Special Factors:
 - Sibling Group
 - New Mother
 - Flight risk (frequent runaway)
 - Gang Involvement
 - Other-Identify

❖ Admission Report

- Program information (name, location, program ID #, etc.)
- Youth Profile information (per youth profile)
- Service Plan
 - Services to be provided under program contract
 - List all programs
 - Services to be provided under special agreement (one-on-one's)
 - List specifics
 - Services to be provided outside of group home
 - List all services

- Need assessed but no service mandated
 - List needs assessed
 - Placement location
 - Home Neighborhood – Identify home neighborhood
 - Home School district – Identify home school district
 - Home County – Identify home county
 - Adjacent County – identify county
 - Outside Home Area/County (w/exception reason)
 - Specialized Service w/ limited availability (regional/statewide program)
 - ◆ Identify specialized service need
 - No suitable local program
 - No suitable vacancy
 - Proximity to other kin/sibling
 - Other factor
- ❖ **Quarterly/Annual Progress Report**
 - Services Provided (# of hours per week and/or month)
 - Contracted Services
 - Special Services
 - Outside Services
 - TOTAL - Service Plan recommendations vs. actual
 - Education Activity:
 - Attendance (# of days absent from school)
 - Excused
 - Unexcused
 - Disciplinary (suspension)
 - Grades/GPA
 - Tutoring/Additional Educational Services (# of hours/week)
 - Health Services Provided
 - Well-visits
 - Most recent must be within last 12 months
 - Dental
 - Most recent must be within last 12 months
 - Non-scheduled service (i.e. injuries, allergic reaction, etc.)
 - Type of service and date
- ❖ **Assessment Update Report** (from quarterly or 6-month re-assessment of youth’s newly identified needs)
 - Current status vs. baseline indicators (outcome indicators)
 - Change in baseline indicators
 - Current v. initials
 - Trend, initial to current
 - Current Needs/Services
 - Change in Needs
 - Current v. Initial Assessment
 - Trend
- ❖ **Incident Report** – youth-specific incident (reported at time of incident per state regs)
 - Incidents – summary of incidents during reporting period (see also incident report)

- AWOL/Runaway
- Law Enforcement/DJS contact
- Disciplinary Action
- Injury/Illness
- Abuse & Neglect
 - ◆ Physical
 - ◆ Sexual
 - ◆ Neglect
- Disposition:
 - ◆ Pending/Under Investigation
 - ◆ Indicated
 - ◆ Unsubstantiated
 - ◆ Ruled-Out
- Suicide & Related
- Other (per state law/regulations)

❖ **Discharge Report**

- Length of Stay (start & end date)
- Type of Discharge:
 - Planned termination (placement terminated per youth's service plan)
 - Voluntary termination (unplanned but DHR approved)
 - Involuntary termination (unplanned, not approved by DHR)
- Reason for discharge:
 - Adoption
 - Placement with kin/siblings
 - Step-down in level of care
 - Step-up to higher level of care
 - Identify level of care
 - Identify justification for level
 - Youth Behavior/incident
 - Abuse/Neglect
 - Arrest/DJS commitment
 - Death
- Services Provided Summary
 - List of all services provided
 - Total # of hours of each type of service provided (by week, month, year)
- Health - Final/most recent status
- Education - Final/most recent
- Status Update (comparison of baseline data v. current data)

❖ **Post Discharge Status** (*how has youth done since leaving the program/State care, prepared at 6-month intervals for 3-years from discharge or until 21, whichever is first*)

- Education
 - GED
 - Vocational
 - Higher Education
- Employment – weeks youth was employed/unemployed during reporting period
- Law-enforcement contact(s)

❖ **Youth Satisfaction Survey (taken every 6 months, rating on scale of 1-10)**

- Physical accommodations
- Educational services
- Somatic & Dental Health services
- Mental & Behavioral Health services
- Other services
- Other criteria

II. Program-Based Reports

❖ **Program Profile**

- Program basic info – name, location, parent co.
- Program Type
- Age & Gender Served
- Capacity (beds):
 - Licensed Capacity (by Agency)
 - Contracted Capacity (by Agency)
- Catchment area (intended/targeted – county, regional, statewide)
- Assessment Profiles served/supported
- Services
 - Type
 - Health
 - ◆ Somatic & Dental Health
 - ◆ Behavioral Health
 - ◆ Mental Health
 - Education
 - Recreation
 - Family Support Services
 - Delivery
 - Services Provided Under Contract
 - Services available for additional fees
 - Services supported from state arranged outside provider
- Licenses (with which State Agency)
- Special Information
 - Sibling Groups
 - Out-of-state youth served?

❖ **Aggregate Youth Entry Summary** (*ad hoc, Aggregate data from Youth Admission Reports*)

- age, gender, home, etc. – average & range
- Baseline data – average & range
- Vacancy rate
- Eject Reject reason

❖ **Program Service Summary** (*Quarterly & Annual*)

- Client Youth Aggregate Profile
- Vacancy Rate (Average Daily Vacancy)
- Services Provided
 - Types of services

- Total hours per service type
 - Actual hours per youth for each service
 - Average hours per youth
 - Distribution of services (% by youth & by time)
 - % of contracted services provided (e.g. program is contracted to provide 5 services, but youth only require 3 services)
 - Types of Delivery (under contract, additional fee, outside source)
 - Education
 - Avg. # of school days missed, by type (excused, unexcused, disciplinary)
 - Youth Incidents – broken down by type
 - # of youth involved in incidents
 - Program Incidents
 - Aggregate Baseline data of youth in program
- ❖ **Program Incident Reports** (*as necessary, non-youth specific*)
- Level/Intensity
 - Minor
 - Major
 - Type
 - Physical Plant
 - Staffing/Coverage
 - Other per State law & regulations
- ❖ **Inspection/Compliance Reports** (*Results of Licensing & Monitoring actions*)
- ❖ **Discharge Aggregate Report** (*aggregate from youth discharge report*)
- ❖ **Program Post-Discharge Report** (*aggregate outcome data from youth post report*)
- ❖ **Program Satisfaction Report** (*aggregate of youth satisfaction survey*)
- ❖ **Program Comparative Performance Report** (*program performance v. other comparable programs in county/region/state*)

III. System Comprehensive Reports

- ❖ **State Averages and Totals** (aggregate #'s for all above areas)
- ❖ **Program Type Averages and Totals** (aggregate #'s for above areas)