

Consulting and Technical Services (CATS+)

Task Order Request for Proposals (TORFP)

**ENTERPRISE CONTENT MANAGEMENT  
SYSTEM (ECMS) OPERATIONS AND MAINTENANCE (O&M) SUPPORT SERVICES  
CATS+ TORFP OTHS/OTHS-15-029-S**

CATS+ TORFP # N00B4400085



**DEPARTMENT OF HUMAN RESOURCES (DHR)  
OFFICE OF TECHNOLOGY FOR HUMAN SERVICES (OTHS)**

Issue Date: October 9, 2014

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**KEY INFORMATION SUMMARY SHEET**

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

TORFP Title:	Enterprise Content Management Solution (ECMS) System Operation and Maintenance Support Services
TO Project Number (TORFP #):	N00B4400085
Functional Area:	Functional Area 3 – Electronic Document Management
TORFP Issue Date:	October 9, 2014
Questions Due Date and Time:	November 17, 2014 at 2:00 PM Local Time
Closing Date and Time:	December 10, 2014 at 2:00 PM Local Time
TORFP Requesting Agency:	Maryland Department of Human Resources (DHR or Department) Office of Technology for Human Services (OTHS)
Send Questions to:	Richard Wright <a href="mailto:Richard.Wright@maryland.gov">Richard.Wright@maryland.gov</a> Office Phone Number: 410-238-1267 Office Fax Number: 410-238-1260
TO Manager:	Carol Burkindine Department of Human Resources Information Services Applications Program Director 1100 Eastern Boulevard Essex, MD 21221 Office Phone Number: 410 238-1458 Office Fax Number: 410-238-1260
TO Type:	Combination of Fixed Price (FP) and Time and Materials (T&M)
Period of Performance:	Three (3)Year Base Period With two (2), One-year Option Periods
MBE Goal:	35 % with sub-goals for Women-owned of 9 %, African American-owned of 6 %, and Hispanic American-owned of 2 %
VSBE Goal:	.005 (one half of one percent)
Small Business Reserve (SBR):	No
Primary Place of Performance:	Department of Human Resources Information Services 1100 Eastern Boulevard Essex, MD 21221

TO Pre-proposal Conference:	Department of Human Resources Information Services 1100 Eastern Boulevard Essex, MD 21221 Conference Room 1 DATE: October 31, 2014 Time: 10:00 AM See Attachment 6 for directions.
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## SECTION 1 - ADMINISTRATIVE INFORMATION

### 1.1 TORFP SUBJECT TO CATS+ MASTER CONTRACT

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

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

### 1.2 ROLES AND RESPONSIBILITIES

Personnel roles and responsibilities under the TO:

- A. **TO Procurement Officer** – 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.
- B. **TO Manager** - The TO Manager has the primary responsibility for: the management of the work performed under the TO Agreement; administrative functions, including issuing written directions; and ensuring compliance with the terms and conditions of the CATS+ Master Contract.
- C. **TO Contractor** – The CATS+ Master Contractor awarded the TO Agreement. The TO Contractor shall provide human resources as necessary to perform the services described in this TORFP Scope of Work.
- D. **TO Contractor Manager** - TO Contractor Manager will serve as primary point of contact with the TO Manager to regularly discuss progress of tasks, upcoming tasking, historical performance, and resolve any issues that may arise pertaining to the TO Contractor Support Personnel. The TO Contractor Manager will serve as liaison between the TO Manager and the senior TO Contractor management.
- E. **TO Support Personnel** – Any resource provided by the TO Contractor in support of this TORFP over the course of the TORFP period of performance.
- F. **Proposed Personnel** – Any individual named in the TO Proposal by the Master Contractor to perform work under the scope of this TORFP. Proposed personnel shall start as of TO Agreement issuance unless specified otherwise in the TO Agreement.

### **1.3 TO AGREEMENT**

Based upon an evaluation of TO Proposal responses, a Master Contractor will be selected to conduct the work defined in Section 2 - Scope of Work. A specific TO Agreement, Attachment 3, will then be entered into between the State and the selected Master Contractor, which will bind the selected Master Contractor (TO Contractor) to the contents of its TO Proposal, including the TO Financial Proposal.

### **1.4 TO PROPOSAL SUBMISSIONS**

The TO Procurement Officer will not accept submissions after the date and exact time stated in the Key Information Summary Sheet above. The date and time of submission is determined by the date and time of arrival in the TO Procurement Officer's building.

### **1.5 ORAL PRESENTATIONS/INTERVIEWS**

All Master Contractors and proposed staff shall 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 TO Agreement is awarded to the Master Contractor. The Procurement Officer will notify Master Contractors of the time and place of oral presentations.

### **1.6 QUESTIONS**

All questions must be submitted via email to the TO Procurement Officer no later than the date and time indicated in the Key Information Summary Sheet. Answers applicable to all Master Contractors will be distributed to all Master Contractors who are known to have received a copy of the TORFP. Answers can be considered final and binding only when they have been answered in writing by the State.

### **1.7 TO PRE-PROPOSAL CONFERENCE**

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

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

The pre-proposal conference will be summarized in writing. As promptly as is feasible subsequent to the pre-proposal conference, the attendance record and pre-proposal summary will be distributed via email to all Master Contractors known to have received a copy of this TORFP.

In order to assure adequate seating and other accommodations at the pre-proposal conference, please email the TO Procurement Officer indicating your planned attendance no later than three (3) Business Days prior to the pre-proposal conference. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, please contact the TO Procurement Officer no later than five (5) Business Days prior to the pre-proposal conference. DHR will make reasonable efforts to provide such special accommodation.

## **1.8 CONFLICT OF INTEREST**

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

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

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

## **1.9 LIMITATION OF LIABILITY**

The TO Contractor's liability is limited in accordance with Section 27 of the CATS+ Master Contract. TO Contractor's liability for this TORFP is limited to 5 times the total TO Agreement amount.

## **1.10 ERRORS AND OMISSIONS INSURANCE**

Errors and Omission Insurance with limits no less than \$1,000,000.00 shall be in force and effect one (1) week prior to the TO Agreement start date of sales and automatically be extended for one (1) year after the TO Agreement expires (or renewal option period, if exercised) which shall indemnify the TO Contractor, DHR, and the State for any loss which may be incurred due to: TO Contractor error or omissions during the period of time that computer systems and applications are to be operational; systems error; or any error or omission caused by the TO Contractor, its officers, employees, agents, subcontractors or assigns, regardless of negligence.

## **1.11 PERFORMANCE BOND**

NOT APPLICABLE TO THIS TORFP

## **1.12 CHANGE ORDERS**

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

## **1.13 TRAVEL REIMBURSEMENT**

Expenses for travel performed in completing tasks for this TORFP shall not be reimbursed.

#### **1.14 MINORITY BUSINESS ENTERPRISE (MBE)**

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

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

##### **1.14.1 MBE PARTICIPATION REPORTS**

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

##### **1.14.2 MBE AMENDMENT AFFIDAVIT**

In accordance with COMAR 21.11.03.12 Amendment for Unforeseen Circumstances, if at any time before execution of a contract, the apparent successful bidder or offeror determines that a certified MBE listed on the schedule for participation required under Regulation .10B(2) of this chapter has become or will become unavailable, then the apparent successful bidder or offeror immediately shall notify the procurement officer. Any desired change in the schedule for the participation shall be approved in advance by the certified MBE subcontractor to perform the work. Desired changes occurring after the date of contract execution may occur only upon written approval by the agency head and subsequently by contract amendment. Reference Attachment # 29.

#### **1.15 VETERAN OWNED SMALL BUSINESS ENTERPRISE (VSBE)**

This TORFP has a VSBE subcontract participation goal as stated in the Key Information Summary Sheet above, representing the percentage of total fees paid for services under this TO. By submitting a response to this solicitation, the Master Contractor agrees that this percentage of the total dollar amount of the TO Agreement will be performed by verified VSBEs.

### **1.15.1 NOTICE TO MASTER CONTRACTORS**

Questions or concerns regarding the VSBE requirements of this solicitation shall be raised before the receipt of initial proposals.

### **1.15.2 PURPOSE**

The TO Contractor shall structure its procedures for the performance of the work required in this TORFP to attempt to achieve the stated VSBE goal. VSBE performance shall be in accordance with this section, as authorized by COMAR 21.11.13. Contractor agrees to exercise all good faith efforts to carry out the requirements set forth in this section and Attachment 15.

### **1.15.3 VSBE PARTICIPATION REPORTS**

DHR shall monitor both the TO Contractor's efforts to achieve the VSBE participation goal and compliance with reporting requirements. Monthly reporting of VSBE participation is required by the 15th day of each month. The TO Contractor shall provide a completed VSBE Prime Contractor Unpaid Invoice Report (Attachment 15, Form V-3) to DHR at the same time the invoice copy is sent.

The TO Contractor shall ensure that each VSBE Subcontractor provides a completed VSBE Subcontractor Unpaid Invoice Report (Attachment 15, Form V-4). Subcontractor reporting shall be sent directly from the subcontractor to DHR. The TO Contractor shall e-mail all completed forms, copies of invoices and checks paid to the VSBE directly to the TO Manager.

### **1.15.4 SOLICITATION AND TO AGREEMENT FORMATION**

A Master Contractor shall include with its TO Proposal a completed VSBE Utilization Affidavit and Subcontractor Participation Schedule (Attachment 15, Form V-1) whereby:

- A. the Master Contractor acknowledges it: a) intends to meet the VSBE participation goal; or b) requests a full or partial waiver of the VSBE participation goal. If the Master Contractor commits to the full VSBE goal or requests a partial waiver, it shall commit to making a good faith effort to achieve the stated goal.
- B. the Master Contractor responds to the expected degree of VSBE participation as stated in the TORFP, by identifying the specific commitment of VSBEs at the time of TO Proposal submission. The Master Contractor shall specify the percentage of TO Agreement value associated with each VSBE subcontractor identified on the VSBE Participation Schedule.

***If a Master Contractor fails to submit Attachment V-1 with the TO Proposal as required, the Procurement Officer may determine that the TO Proposal is not reasonably susceptible of being selected for award.***

Within 10 Working Days from notification that it is the apparent awardee, the awardee shall provide the following documentation to the TO Procurement Officer:

- C. VSBE Project Participation Statement (**Attachment 15, Form V-2**);
- D. If the apparent awardee believes a full or partial waiver of the overall VSBE goal is necessary, it shall submit a fully-documented waiver request that complies with COMAR 21.11.13.07; and any other documentation required by the TO Procurement Officer to ascertain Master Contractor's responsibility in connection with the VSBE subcontractor participation goal.

*If the apparent awardee fails to return each completed document within the required time, the TO Procurement Officer may determine that the apparent awardee is not responsible and therefore not eligible for TO Agreement award.*

#### **1.16 TO AGREEMENT ADMINISTRATION REQUIREMENTS**

The TO Contractor, once awarded the TO Agreement, shall:

- A. Submit monthly to the Department a report listing any unpaid invoices, over 45 days old, received from any VSBE subcontractor, the amount of each invoice, and the reason payment has not been made. (**Attachment 15, Form V-3**)
- B. Include in its agreements with its VSBE subcontractors a requirement that those subcontractors submit monthly to the Department a report that identifies the prime TO Agreement and lists all payments received from TO Contractor in the preceding 30 days, as well as any outstanding invoices, and the amount of those invoices. (**Attachment 15, Form V-4**)
- C. Maintain such records as are necessary to confirm compliance with its VSBE participation obligations. These records shall indicate the identity of VSBE and non-VSBE subcontractors employed on the TO Agreement, the type of work performed by each, and the actual dollar value of work performed. The subcontractor agreement documenting the work performed by all VSBE participants shall be retained by the TO Contractor and furnished to the TO Procurement Officer on request.
- D. Consent to provide such documentation as reasonably requested and to provide right-of entry at reasonable times for purposes of the State's representatives verifying compliance with the VSBE participation obligations. The TO Contractor shall retain all records concerning VSBE participation and make them available for State inspection for three years after final completion of the TO Agreement.

At the option of the procurement agency, upon completion of the TO Agreement and before final payment and/or release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from VSBE subcontractors.

## **1.17 NON-DISCLOSURE AGREEMENT**

### **1.17.1 NON-DISCLOSURE AGREEMENT (MASTER CONTRACTOR)**

Certain system documentation may be available for Master Contractors to review at a reading room at 1100 Eastern Blvd, Essex, MD 21221. Master Contractors who review such documentation may be required to sign a Non-Disclosure Agreement in the form of Attachment 10. Please contact the TO Procurement Officer to schedule an appointment.

### **1.17.2 NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)**

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 shall be required to sign a Non-Disclosure Agreement in the form of Attachment 11.

## **1.18 LIVING WAGE**

The Master Contractor shall abide by the Living Wage requirements under Title 18, State Finance and Procurement Article, Annotated Code of Maryland and the regulations proposed by the Commissioner of Labor and Industry.

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

## **1.19 IRANIAN NON-INVESTMENT**

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

## **1.20 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES**

DoIT is responsible for contract management oversight on the CATS+ Master Contract. As part of that oversight, DoIT has implemented a process for self-reporting TO Agreement management activities of TOs under CATS+. This process typically applies to active TOs for operations and maintenance services valued at \$1 million or greater, but all CATS+ TOs are subject to review.

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

## **1.21 FEDERAL AND STATE ACCESS**

In addition to Section 6.7 of the CATS+ Master Contract, the United States Department of Health and Human Services, or any of its duly authorized representatives, shall have access to the TO Contractor's Work Product which is directly pertinent for the purpose of making audit, examination, excerpts, and transcriptions for work performed under this TO Agreement. The TO Contractor shall cooperate with

all reviews and supply copies of any requested materials.

## 1.22 AUDITS

The TO Contractor shall be expected to fully cooperate with any audit by DHR or an outside agency. This may require: preparing special reports; submitting requested data to DHR partners; assisting DHR in answering queries within an audit; assisting with the compilation and collating of data requested within the scope of an audit; and advising DHR on strategies to follow during audits. Currently, DHR is required to comply with the following auditing authorities:

**DoIT:** DoIT conducts Independent Verification & Validation (IV&V) to assess the health of a project according to certain identified objectives. An IV&V is an independent verification and validation or a third-party assessment of a project. IV&V contractors are typically solicited by the DoIT Office of Program Oversight to conduct a health assessment of select Major IT Development Projects (MITDP), based on the project/agency's recent history. It may also result due to other mitigating factors such as legislative regulations, high visibility, mission criticality or multiple agency functionality.

**Maryland State Office of Legislative Audits (OLA):** OLA conducts audits and evaluations of Maryland State government agencies and local school systems. OLA is a unit within the Department of Legislative Services, which provides staff support for the Maryland General Assembly. These audits are either related to fiscal compliance or performance.

Fiscal compliance audits are conducted of each State agency within the Executive and Judicial Branches to evaluate internal controls and compliance with certain State laws and regulations. For certain agencies, this category also includes financial statement audits and follow-up reviews of actions taken to implement audit recommendations.

Performance audits are conducted based on legislative requests or at the discretion of the Legislative Auditor. The purpose of a performance audit is to evaluate whether an agency or program is operating in an economic, efficient, and effective manner or to determine whether desired program results have been achieved. This category also includes special reviews, which are less comprehensive than audits.

**American Institute of CPAs (AICPA):** The Service Organization Control (SOC 2) Report, established by the AICPA, focuses on a business's non-financial reporting controls as they relate to security, availability, processing integrity, confidentiality, and privacy of a system. The Trust Service Principles which SOC 2 is based upon are modeled around four broad areas: Policies, Communications, Procedures, and Monitoring.

Each of the principles has defined criteria (controls) which shall be met to demonstrate adherence to the principles and produce an unqualified opinion (no significant exceptions found during an audit). An advantage to trust principles is the fact that the criteria businesses shall meet are predefined, making it easier for business owners to know what compliance needs are required, and for users of the report to read and assess the adequacy.

Many entities outsource tasks or entire functions to service organizations that operate, collect, process, transmit, store, organize, maintain, and dispose of information for user entities. SOC 2 was put in place to address demands in the marketplace for assurance over non-financial controls.

A SOC 2 Type II Audit required of the TO Contractor can specifically address five attributes:

**Security** - The system is protected against both physical and logical unauthorized access.

**Availability** - The system is available for operation and use as committed or agreed.

**Processing integrity** - System processing is complete, accurate, timely, and authorized.

**Confidentiality** - Information designated as confidential is protected as committed or agreed.

**Privacy** - Personal information is collected, used, retained, disclosed, and disposed of in conformity with the commitments in the entity's privacy notice, and with criteria set forth in Generally Accepted Privacy Principles (GAPP) issued by the AICPA and Canadian Institute of Chartered Accountants.

The TO Contractor shall be required to perform an annual SOC2 Type II audit and submit the results to DHR'S TO Manager. If the TO Contractor is directed to perform the SOC2 Type II audit, it shall address the first three attributes: **Security, Availability and Processing Integrity**. The TO Contractor shall share the unfiltered results with DHR. In the event there are negative findings, DHR will create a Corrective Action Plan (CAP) which includes a time frame within which the corrective action must take place. The TO Contractor shall remediate any and all negative findings, per the CAP, at the TO Contractor's expense.

### 1.23 HIPAA / PII REQUIREMENT

Due to the Health Insurance Portability and Accountability Act (HIPAA) and Personally Identifiable Information (PII), the TO Contractor shall ensure the PII practices and processes are adhered to, providing protection of confidential information. The TO Contractor shall be required to sign a Certification of HIPAA Compliance in the form of Attachment 27. In ensuring these practices, the TO Contractor shall implement the following security measures:

- A. Encrypt key security HTTP traffic from the client workstations to the servers using the SSL tunnel (HTTPS), protect the data in-transit from respective workstation sites to the datacenter servers;
- B. Activate Directory polices for passwords and enforce any existing policies that are in place to prevent unauthorized access to the system;
- C. Ensure ECMS components (Compass and OnBase) log auditing-and-forensic-related data in their respective databases; generate detailed audit reports based on those logs;
- D. Ensure the ECMS access requests logs are tracked and can be used for auditing and forensic purposes;
- E. Maintain scanned images in a secured location that cannot be accessed directly by system users; and

- F. Ensure the architecture separates the data from the users by putting a service layer between the end users and the actual data.

## **1.24 IRS COMPLIANCE**

### **1.24.1 GENERAL SERVICES**

#### **A. PERFORMANCE**

In performance of this TO Agreement, the TO Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

1. All work shall be performed under the supervision of the TO Contractor or the TO Contractor's responsible employees.
2. Any Federal tax returns or return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this TO Agreement. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this TO Agreement. Inspection by or disclosure to anyone other than an officer or employee of the TO Contractor is prohibited.
3. All returns and return information shall be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products shall be given the same level of protection as required for the source material.
4. No work involving returns and return information furnished under this TO Agreement shall be subcontracted without prior written approval of the IRS.
5. The TO Contractor shall maintain a list of employees authorized access. Such list shall be provided to DHR and, upon request, to the IRS reviewing office.
6. DHR shall have the right to void the TO Agreement if the TO Contractor fails to provide the safeguards described above.

#### **B. CRIMINAL/CIVIL SANCTIONS**

1. Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee, and can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000.00 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall

also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000.00 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC Sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

2. Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this TO Agreement. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this TO Agreement. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRC Sections 7213A and 7431.
3. Additionally, it is incumbent upon the TO Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C.552a. Specifically, 5 U.S.C. 552a (i) (1), which is made applicable to contractors by 5 U.S.C. 552a (m) (1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established there under, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.00.
4. Granting a TO Contractor's employees access to FTI shall be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. TO Contractors and their staff shall maintain their authorization to access FTI through annual recertification. The initial certification and recertification shall be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors should be advised of the provisions of IRC Sections 7431, 7213, and 7213A (see Exhibit 6, IRC Sec. 7431 Civil Damages for Unauthorized Disclosure of Returns and Return Information and Exhibit 5,

IRC Sec. 7213 Unauthorized Disclosure of Information). The training provided before the initial certification and annually thereafter shall also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. For both the initial certification and the annual certification, the contractor should sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements. See Attachments 23 and 24.

### C. INSPECTION

The IRS and DHR shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this TO Agreement. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be noncompliant with TO Agreement safeguards.

#### **1.24.2 TECHNOLOGY SERVICES**

### A. PERFORMANCE

In performance of the TO Agreement, the TO Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

1. All work shall be done under the supervision of the TO Contractor or the TO Contractor's employees.
2. Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this TO Agreement. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this TO Agreement. Disclosure to anyone other than an officer or employee of the TO Contractor shall be prohibited.
3. All returns and return information shall be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output shall be given the same level of protection as required for the source material.
4. The TO Contractor certifies that the data processed during the performance of this TO Agreement shall be completely purged from all data storage components of his or her computer facility, and no output shall be retained by the TO Contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the TO Contractor certifies that any IRS data remaining in any storage component shall be safeguarded to prevent unauthorized disclosures.
5. Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data shall be given to the agency or his or her designee. When this is

not possible, the TO Contractor shall be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and shall provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.

6. All computer systems receiving, processing, storing, or transmitting Federal tax information shall meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment shall provide for the managerial, operational, and technical controls. All security features shall be available and activated to protect against unauthorized use of and access to Federal tax information.
7. No work involving Federal tax information furnished under this TO Agreement shall be subcontracted without prior written approval of the IRS.
8. The TO Contractor shall maintain a list of employees authorized access. Such list shall be provided to the agency and, upon request, to the IRS reviewing office.
9. The agency shall have the right to void the TO Agreement if the TO Contractor fails to provide the safeguards described above.

**B. CRIMINAL/CIVIL SANCTIONS:**

1. Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five(5) years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.
2. Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this TO Agreement. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the TO Agreement. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as one (1) year, or both, together with the costs of prosecution.

Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC section 7213A and 7431.

3. Additionally, it is incumbent upon the TO Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C.552a. Specifically, 5 U.S.C.552a(i)(1), which is made applicable to contractors by 5U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.00.

### **1.25 MERCURY AND PRODUCTS THAT CONTAIN MERCURY**

This solicitation and resulting purchase orders require that all materials used in the performance of the TO Agreement and subsequent Purchase Orders or Sub Task Orders shall be mercury-free products. The Master Contractor shall submit a Mercury Affidavit found in Attachment 14 with its TO Technical Proposal.

### **1.26 PURCHASING AND RECYCLING ELECTRONIC PRODUCTS**

A new State law effective October 1, 2012 (HB 448, Chapter 372) requires State agencies purchasing computers and other electronic products in categories covered by Electronic Product Environmental Assessment Tool (EPEAT) to purchase models rated EPEAT Silver or Gold unless the requirement is waived by DoIT. This information is located on the Department of General Services (DGS) web site: <http://www.dgs.maryland.gov/Procurement/Green/Guidelines/desktops.html>.

The TO Contractor shall perform proper disposition of Information Technology equipment within the guidelines provided by DGS. A new State law effective October 1, 2012 (HB 448, Chapter 372) requires State agencies awarding contracts for services to recycle electronic products to award the contract to a recycler that is R2 or e-Stewards certified. This information is located on the DGS web site: <http://www.dgs.maryland.gov/Procurement/Green/Guidelines/disposal.html>.

The State's Information Security Policy

(<http://doit.maryland.gov/Publications/DoITSecurityPolicy.pdf>, Section 6.5 Media Protection)

discusses proper precautions to protect confidential information stored on media. Agencies can use the

flowchart in Appendix B of the security policy document to assist them in making sanitization decisions commensurate with the security categorization of the confidentiality of information contained on their media.

**1.27 USE OF SUBCONTRACTORS ON THIS TORFP**

The TO Contractor shall not subcontract the delivery of all or any part of the services provided to the Department without the express prior written consent of the Department. The Department's approval of a subcontractor shall not relieve the TO Contractor of its obligations under the TO Agreement. Nothing contained in the TO Agreement shall create any contractual relationship between a subcontractor or a contractor and the Department.

The TO Contractor agrees to bind every subcontractor and contractor by the terms and conditions of the TO Agreement, as far as appropriate and applicable, to the work to be performed by the subcontractor or the TO Contractor. The TO Contractor shall be fully responsible to the Department for the acts and omissions of all subcontractors and TO Contractors and of persons directly or indirectly employed or contracted by any of them.

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## SECTION 2 - SCOPE OF WORK

### 2.1 PURPOSE

DHR's OTHS is issuing this CATS + TORFP to obtain maintenance and system operation support services, as well as enhancement upgrades, for DHR's web-based ECMS application from one (1) Master Contractor. Additional information regarding DHR's ECMS is located in Section 2.3.

As part of the evaluation of the proposal for this TO, **Master Contractors shall propose exactly four (4) named key resources** and shall describe in a Staffing Plan how additional resources shall be acquired to meet the needs of the DHR, and shall do so by proposing a Service Level Agreement that details the timing plan and methodology for initial staffing.

While only four (4) labor categories are identified as Key Personnel to be available for evaluation, DHR will issue a Sub Task Order immediately upon TO award for four (4) additional Non-Key resources following the Sub Task Order Process in Section 2.17 for a total of eight (8) resources at the start of the TO. DHR may request an additional ten (10) resources, using the Sub Task Order process, for a maximum concurrent resource count of eighteen (18).

The following Labor Categories are Key Resources:

- Project Manager;
- Database Manager;
- Help Desk Specialist (Senior); and
- Administrator, Systems.

The following Labor Categories are Non- Key Resources DHR will add through a Sub Task Order upon TO award:

- Applications Development Expert;
- Help Desk Specialist (Senior);
- Analyst, Systems (Senior); and
- Network Technician (Senior).

Additionally, DHR may, via the Sub Task Order process, request additional resources in any of the following Labor Categories:

- Project Manager
- Applications Development Expert
- Database Manager
- Help Desk Specialist (Junior) (2)
- Analyst, Systems (Senior)
- Network Technician (Senior)
- Administrator, Systems
- Testing Specialist; and

- Training Specialist/Instructor.

## 2.2 REQUESTING AGENCY BACKGROUND

### DHR

DHR is Maryland's fourth largest State agency and works to safeguard and provide services to some of Maryland's most vulnerable citizens. The Department has four major operating administrations: the Office of Technology for Human Services (OTHS); the Family Investment Administration (FIA); the Child Support Enforcement Administration (CSEA); and the Social Services Administration (SSA); and was established to administer the State's public assistance, social services, child support enforcement, and community-based programs. DHR provides FIA, CSEA, and SSA personnel in each local department of social services (LDSS), which administer public assistance programs in each of the State's 24 jurisdictions. In general, each LDSS house staff for all three administrations, but in some cases there are standalone sites known as metro or satellite offices that provide access to specific program administrations. A list of DHR sites that will be addressed in this TORFP is included in Attachment 1-C. Point of Contact (POC) names, email addresses for each site will be provided to the TO Contractor after the NTP. Additional information on each administration is provided below:

### OTHS

OTHS manages and maintains 49 mainframe, client-server, and web-based applications that support the health and human service programs administered by the Department. OTHS provides technology support services to more than 8,000 employees, contractor partners, and third-parties in approximately 120 locations across the State (this includes LDSSs; a list of DHR sites that will be addressed in this TORFP is included in Attachment 1-C). In addition to supporting systems to meet changing needs of the organization and fulfilling regulatory mandates, OTHS oversees the Department's IT infrastructure. This includes personal computers, hardware and software, office applications and network equipment, Internet and Intranet, and telephone systems.

OTHS has three divisions:

**Enterprise IT Policy and Planning and IT Procurement** – This division develops the OTHS IT Master Plan and sets the strategic direction of OTHS, ensuring compliance with the Department's overall goals and mission. This division supports OTHS customers by planning and managing OTHS' inventory of IT projects, ensuring compliance with statewide policies and strategic plans, monitoring OTHS' strategic information asset base, managing the relationship with federal partners, and ensuring the efficient and effective use of IT contracts. Included in Enterprise IT Policy Planning and IT Procurement is the DHR Enterprise Project Management Office (EPMO) which provides project management oversight, governance, and guidance to project team members at all levels. Additionally, EPMO promotes and enforces the use of consistent project management tools and techniques across DHR.

**Technical Services** – Technical Services oversees the DHR's IT infrastructure. This includes administering, repairing, and securing more than 8,000 computers, laptops, and servers statewide; supporting Local Departments of Social Services (LDSS's) initiatives statewide; enterprise IT

hardware and telecommunications budget planning; and maintaining voice and data connectivity to more than 100 locations across the state.

This division supports OTHS customers by developing and maintaining OTHS's IT hardware, network, infrastructure and security. This division is also responsible for ensuring that proper virus/malware prevention is applied, ensuring proper capacity management is performed, as well as administering the general management and oversight of storage, security and the DHR network.

**Systems Development** – This division supports OTHS, the business needs of each DHR administration, and the customers they serve through software application development, implementation, operations and maintenance of the Department's IT systems.

### **DHR PROGRAM ADMINISTRATIONS:**

Information on DHR's other three program administrations are listed below:

#### **FIA**

FIA and its associated community partners work to administer Temporary Cash Assistance (TCA), the Temporary Disability Assistance Program (TDAP), Medical Assistance (MA), Long Term Care (LTC), Emergency Assistance, Burial Assistance, Electronic Benefits Transfer (EBT), the Food Supplement Program (FSP), the Maryland Children's Health Program (MCHP), Maryland Reaching Independence and Stability through Employment (RISE) programs and other programs which assist families in need. The Office of Home Energy Programs (OHEP), an operating unit within FIA, is designed to assist Maryland residents with home energy costs through programs such as the Maryland Energy Assistance Program (MEAP) and the Electric Universal Service Program (EUSP). Eligibility determinations for most programs are based upon income and technical eligibility requirements.

#### **CSEA**

CSEA works proactively to ensure present and future care for children by working with hospitals and other health care providers to establish paternity at birth. CSEA petitions the courts to set child support amounts and ensures delivery of those monies to custodial parents.

#### **SSA**

SSA oversees the State's foster care and adoption system and champions the establishment and maintenance of environments that protects the overall well-being of Maryland's most vulnerable children, families and adults. SSA provides the statutory and policy guidance for the delivery of child welfare services as outlined in COMAR and delivers those services through LDSS in 24 jurisdictions throughout the State.

**Note:** While SSA does not have any ECMS efforts implemented, future sites may be included for expansion.

### **2.2.1 DHR NETWORK ARCHITECTURE**

OTHS maintains, supports, and enhances more than 45 mainframe, non-mainframe, client server, and Web-based applications supporting Health and Human Services (HHS) programs administered and managed by DHR across the State. These systems are hosted and maintained by external vendors through contracts DHR currently has in place for data center hosting and applications maintenance services.

The data center/hosting vendor (Xerox) is responsible for providing and maintaining the hardware and connectivity to all systems including ECMS in secure Data Centers located in Texas, Pennsylvania, Indiana, and Maryland. Connectivity between these facilities is established via Xerox's Multiprotocol Label Switching (MPLS) backbone with bandwidth ranging from 50Mbps to 100Mbps. DHR's network backbone connects directly to the Xerox MPLS backbone in through two points of entry (currently Baltimore and Essex). DHR users access these systems via DHR's network backbone which consists of Network Maryland (nwMD) circuits ranging from 3Mbps to 50 Mbps. A high-level overview of the current network architecture is in Attachment 26, Overview of Current Network Architecture.

The ECMS production environment is located in Indianapolis, Indiana. The ECMS non-production environment, which also provides Disaster Recovery, is in Elkridge, Maryland. At the time of issuing this TORFP the OTHS is working with Xerox to decommission the Elkridge location and transition the ECMS non-production environment to Indianapolis, Indiana and Disaster Recovery to an undetermined location.

The TO Contractor is expected to work with DHR's hosting provider to install, configure, and maintain the ECMS regardless of location. The TO Contractor awarded this TO will be a critical business partner to both DHR and DHR vendors and are expected to work together to provide seamless service to all of DHR's customers: social workers; service providers; and Maryland's most vulnerable citizens.

### **2.2.2 DHR SYSTEMS**

FIA case workers complete their work in LDSSs across the State and maintain active and closed customer files onsite. CSEA case workers spend much of their time in court, but also work in the office setting. They also keep active and closed files on site, as they often need to access physical case files for use in court proceedings. SSA social workers are primarily out in the field to service customers, conducting home studies and visits as needed. They also maintain active and closed case files, but have less of a document requirement than FIA and CSEA. Much of the data regarding an SSA case is entered and maintained electronically on the Maryland Children's Electronic Social Services Information Exchange (MD CHESSIE). Across DHR, in general, closed records are kept onsite for at least one year before being sent to an approved DHR archived records facility.

There are six main systems used to process client and case data; all systems reside within the hosted environment detailed in Section 2.3.

- A. Client Automated Resource and Eligibility System (CARES);
- B. Child Support Enforcement System (CSES);
- C. Maryland Children’s Electronic Social Services Information Exchange (MD CHESSIE);
- D. FIA Online;
- E. WORKS; and
- F. OHEP.

The programs with which the ECMS TO Contractor will primarily interact are:

**CARES and CSES** are subsystems of the Client Information System (CIS), a mainframe-hosted system that currently resides in Dallas, Texas. CARES is a mainframe legacy application that maintains individual and case-level information that is used by FIA case workers to determine eligibility and benefit levels for public assistance, FSP and MA programs. MA is determined using eligibility information from CARES which is then administered by the Maryland Department of Health and Mental Hygiene (DHMH). CARES determines technical and financial eligibility, calculates, and initiates benefits issuance, and produces necessary management reports. CARES identifies, tracks, and provides timely notification to workers and supervisors for all actions required to complete case processing. CARES also calculates, collects, and tracks overpayment obligations of customers. CSES is a web-based application that maintains a database which allows CSEA case workers access to any information that pertains to child support cases registered in Maryland.

**OHEP** is the Office of Home Energy Program’s application to assist Maryland’s families in paying their utility bills, minimize heating crises, and make energy costs more affordable.

The possibility exists that the TO Contractor will also be called upon, through the Sub Task Order process, to interact with the other three (3) programs. Further information regarding these programs is found in Section 2.17.

### **2.2.3 DHR Vendor Partners**

The vendors listed below provide crucial support to OTHS and will work with the TO Contractor in regards to the ECMS system.

#### **A. APPLICATIONS MAINTENANCE CONTRACTOR**

The applications maintenance contractor provides 24x7x365 system operation and maintenance support as well as application security for DHR’s 45 systems, upkeep and improvements to assure continuous operations and functions. In addition, this contractor provides staff support (staff augmentation for Help Desk, OTHS’ Technical Services unit and UAT, risk management, project management oversight, long range and strategic planning as well as large scale development projects and technical improvements.

## **B. DHR MANAGEMENT-CONSULTING CONTRACTOR**

DHR contracts with a third-party vendor to provide overarching QA/QC, and IV&V services as well as support for both the EPMO and the Enterprise Architecture planning activities. This third-party vendor is referred to as the management-consulting contractor. The management-consulting contractor is an integral member of the technical team and DHR relies upon their expertise to provide independent, third-party assessments of the TO Contractor's performance.

## **C. DHR DATA CENTER SERVICES AND HOSTING CONTRACTOR**

DHR currently contracts out the data center and hosting services for its applications. The data services/hosting contractor is responsible for this ongoing effort is a critical business partner to both DHR and the TO Contractor.

### **2.3 SYSTEM BACKGROUND AND DESCRIPTION**

All descriptions within Section 2.3 are current ECMS capabilities, processes, and equipment.

#### **ECMS Background**

In 2011, the Department issued a TORFP for the creation of a Statewide ECMS. This was primarily due to the number of challenges LDSS staff faced in providing timely service to citizens. When assisting citizens, LDSS staff had to maintain paper case files, copy, store, and search for documents. With hiring freezes, staff shortages, and an increase in the number of people seeking assistance, front line workers experienced increasing difficulty in managing the volumes of paper associated with their duties. As a result, DHR leadership believed the implementation of a ECMS would streamline LDSS work processes, increase the ease and speed of searching and tracking documents, as well as improve citizens' experience with DHR.

The ECMS is a secure intranet-based electronic data system which allows for rapid information storage and retrieval. Physical objects, such as paper case files, electronic objects such as images, and associated data and metadata are examples of objects used in an ECMS environment. These objects are scanned, indexed, and stored in an auditable database which is available across DHR. ECMS enables secure, electronic management of case and client content effectively across DHR by enabling case workers to scan and process customer applications with a reduced need for paper storage. The Department's objectives, all of which have been met, in creating the ECMS were to:

- A. Provide an Intranet-accessible, Web-based, scalable and secure ECMS that makes efficient use of non-proprietary and commercial-off-the-shelf (COTS) applications;
- B. Allow for the reduction of time spent looking for documents, therefore providing workers with more time for case management;
- C. Allow for the reduction of case worker effort;
- D. Eliminate reliance on paper files as resources for case management, thereby setting the foundation for future integration with a BPMS for DHR;
- E. Allow for the reduction of wait time for LDSS customers who need to drop off eligibility verification information;
- F. Allow for the reduction or elimination of multiple customer form submission;

- G. Create a secure, centralized Statewide Electronic Document Repository (SEDR);
- H. Send electronic documents from ECMS and disparate imaging systems to the SEDR to facilitate secure information sharing across jurisdictions, sites and administrations;
- I. Create a statewide retrieval interface that allows for advanced cross-jurisdiction, cross-site and cross-administration retrieval capability; and
- J. Provide a permanent, secure back-up of specified case documents.

As of the issuance of this TORFP, ECMS is fully operational and the Department plans to continue using ECMS for document management. As a result, DHR seeks the services of a Master Contractor who shall maintain and monitor the current ECMS hardware and software infrastructure at all Statewide locations to ensure optimal use for all user-specific requirements and responsibilities are outlined in Section 2 of this TORFP.

### **2.3.1 CURRENT ECMS ENVIRONMENT**

The ECMS is built on top of Hyland OnBase and Compass Capture, COTS products that will be described in more detail in later portions of this TORFP. The ECMS has three key areas of functionality:

- A. Document Capture;
- B. Document Search and Retrieval; and
- C. Reporting.

These areas are depicted below:

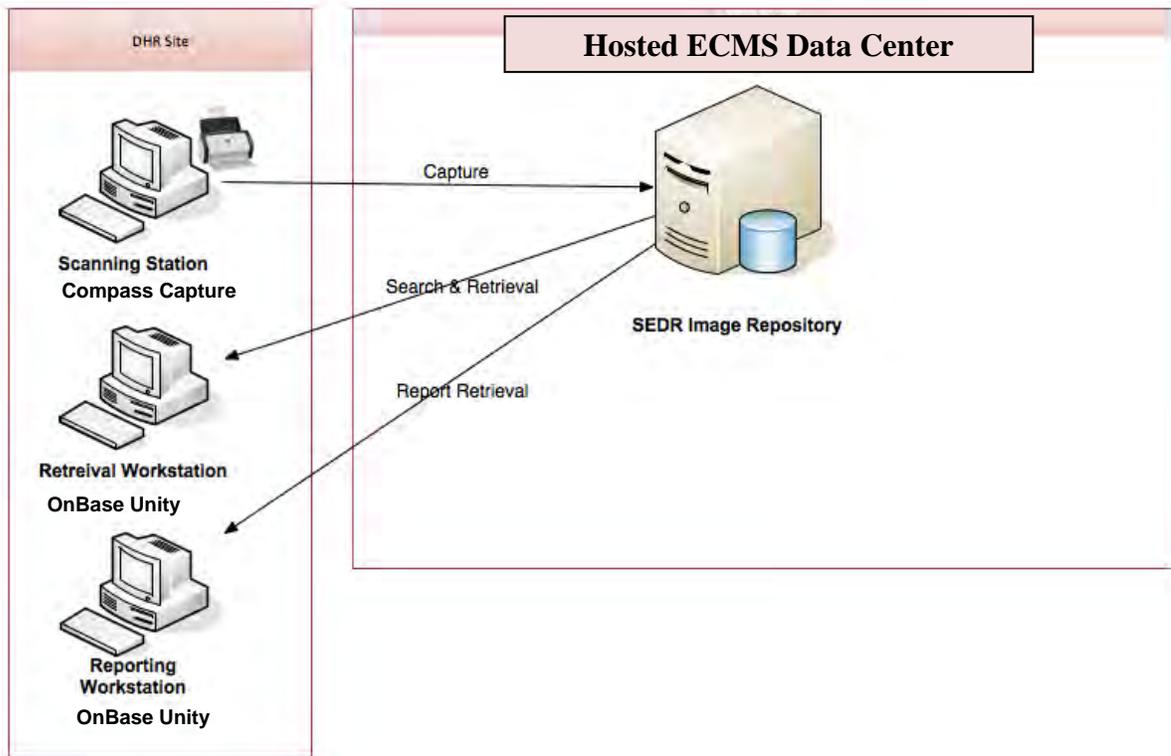


Figure 1: ECMS Overview

The functional areas are already developed and tested, with minimal need for customized code. Please see the Table 1 below that illustrates the successful adoption of the ECMS within FIA and CSEA sites, since its inception through March 15, 2014, as well as the projected increase in each type of ECMS function over the next five contract years, which begin each January 1st.

Table 1: ECMS Usage Statistics as of March 15, 2014

Description	Count	Projected Increase over a 5 year period
Scanned Documents	7,479,426	33%
Scanned Pages	25,071,978	33%
Viewed Documents	3,714,243	33%
Executed Logins	1,219,739	33%

In addition, Master Contractors may reference Attachment 21 for details regarding historical work order trends and volumes.

### 2.3.2 DOCUMENT CAPTURE

Document capture consists of scanning documents to images (and uploading documents such as .doc and .pdf. files), reviewing images and documents for quality (QA/QC), and assigning indexing information to the images/documents so they can be found by those values in later steps (e.g. search and retrieval). Index information consists of values such as case IDs, person IDs, document types, etc.

### 2.3.3 DOCUMENT SEARCH & RETRIEVAL

Document search and retrieval consists of users issuing searches to query the repository using combinations of index values (e.g. document type and Case ID and date created). Lists of documents matching the query are returned to the user, and s/he is able to retrieve one or more of the returned documents and work with the image/ file as needed.

### 2.3.4 REPORT RETRIEVAL

Report retrieval involves running pre-built reports, often with their own report parameters to narrow the data returned (e.g. April 1-April 30, Counties 2, 3, & 5, etc.). Reports are returned to the user's desktop and can be viewed, printed, or saved.

#### FUNCTIONAL DESIGN

This TORFP section presents the key use-cases of scanning, search / retrieval, and some administrative use-cases (e.g. adding a new scan queue, modifying the document types table).

#### SCANNING / DOCUMENT CAPTURE

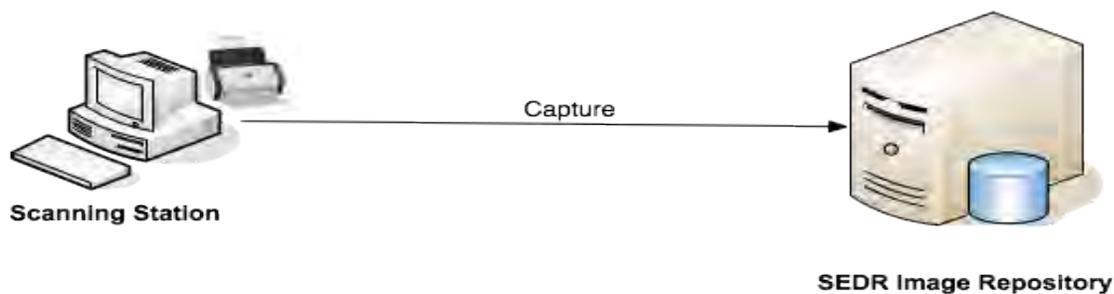


Figure 2: Document Capture

A scanner operator inputs documents and images into the SEDR by either scanning a hardcopy document to obtain an image or uploading an electronic document. The Compass Capture component accomplishes the scanning method. The OnBase Unity component achieves the uploading requirement.

The design is structured as a point-of-entry solution, i.e., documents are expected to arrive in the office individually and should be scanned and saved to the ECMS as quickly as possible according to the process flow in the figure below. In this type of solution, the scanner operator identifies the document to the system and which worker would most be interested in it prior to physically scanning the document.

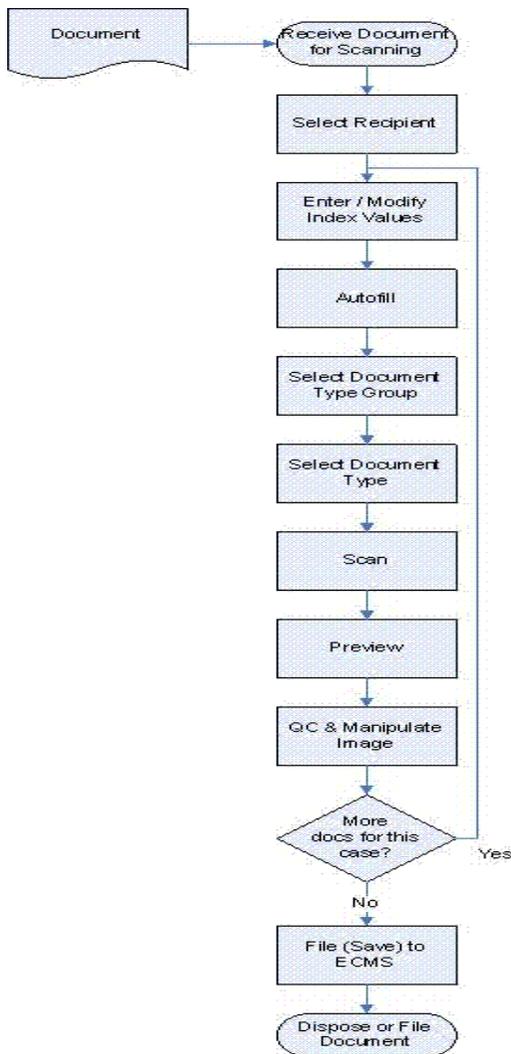


Figure 3: Scanning Process Flow

The scanner operator selects the interested worker, typically the case worker (known in ECMS as the “Recipient”), from the Recipient(s) tab in the left panel of Hyland OnBase. Knowledge of who the recipient should be is determined based on local practices. The scanner operator then enters one or more indexes into the Keywords tab also in the left panel of the main window. These values appear on the hardcopy of the document, are provided by the client giving the document to the scanner operator, or in rare cases are retrieved by researching CARES or CSES. If another document has already been scanned but not yet transmitted to the SEDR, the previous document’s index values are present in the fields. The scanner operator may either accept the previous document’s index values, overwrite the entries with the values correct for the document about to be scanned, or click a clear button to reset the values back to their blank, default, or null status to accept fresh entries.

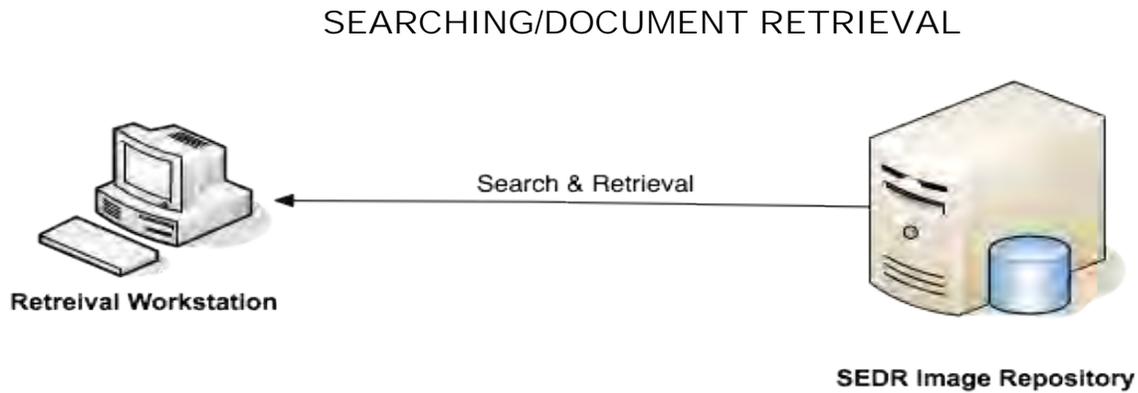
Once the user enters at least one of the required index values, he or she may click the search button to execute logic for ECMS to automatically fill (autofill) the remaining entries from CSES and CARES extracted data. If more than one entry in the autofill data can satisfy the request, a list of those entries is shown in the central pane of the window. The scanner operator shall then select one or more entries based on the data shown in the list to which he or she would like the document to be associated. ECMS will fill in the left panel's remaining index values with one of the selected entries but will retain the other selections in memory. It then presents the scanner operator with his or her authorized document type groups based on the user groups in which the scanner operator is a member. Each of the document type groups is presented as a button listed in alphabetical order. While the system is creating this display, the scanner operator loads the scanner with the document.

The scanner operator selects a document type group among the choices and clicks its button. The central panel then displays a button for each of the authorized document types within the document type group. These buttons are also arranged alphabetically. Clicking the document type button executes the edits. If a required value is detected to be missing at this point, the scan is canceled and a message provided to fill the required entry. Clicking the document type button may also pop up a TWAIN dialog if the Capture Profile in effect requires a reverse tone imaging decision. Once the TWAIN attributes are set, the software triggers the scanning equipment to physically scan the document and present an image preview of the first page to the scanner operator for a configurable set amount of time. Once the time expires or the user clicks the Hide Preview button, Compass Capture returns to the main window where an icon of the document is added in the document panel and the image attributes and keywords are displayed. A reduced sized preview image is placed in the right panel.

If the scanner operator determines that the preview is of poor quality, he or she may use the button commands in the ribbon at the top of the right panel to manipulate the image. For a better enlarged view, the panel can be detached. As the image is manipulated, it is modified in isolated storage.

Once the scanner operator is satisfied with the quality of the image, he or she either starts at the top of this description with the next document in the collection for the same case or client or clicks the File button to commit the image(s) in memory to the SEDR through encrypted transmission. The images will be saved in the SEDR under each of the index sets that were selected from the autofill search results. Once the File button is clicked, the scanner operator may receive a document receipt dialog depending on the Capture Profile in effect. If the dialog is presented, the user shall answer whether a document receipt is to be printed. Finally, ECMS resets the index values to their defaults and clears the document panel, thumbnails, and memory.

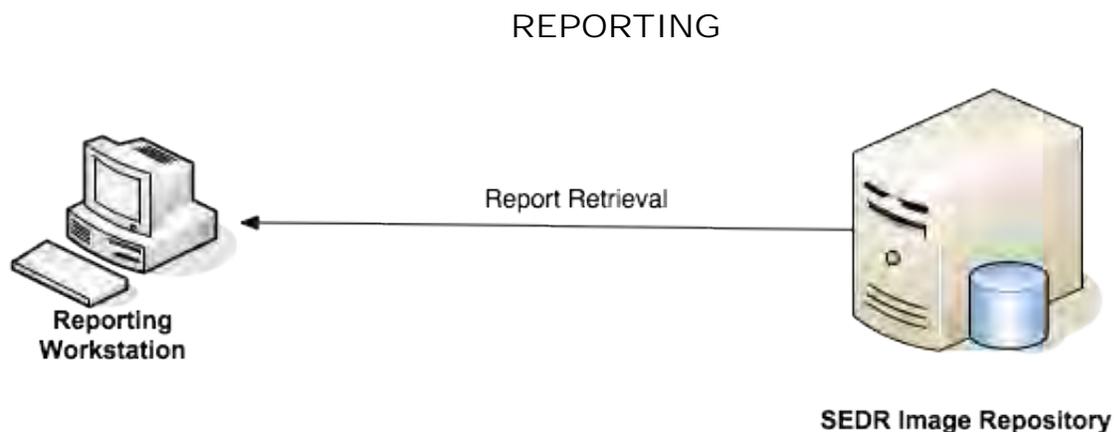
If an electronic document needs to be saved to the SEDR, the user shall use the OnBase Unity component to conduct similar indexing tasks prior to receiving a standard Microsoft Open File dialog box requesting which document is to be imported.



*Figure 4: Searching & Retrieval*

A retrieval user views document images by first searching in the SEDR using the OnBase Unity component. The search can be done either by document type retrievals or by custom queries on one or more keyword indexes. The ECMS returns a list of search results that match the search criteria. The retrieval user may then select the desired document and do limited image manipulations to better see the document. Those users with sufficient authorization can re-index the document if necessary.

If the selected document was an uploaded electronic document, ECMS will launch the application mapped by the Windows operating system for that file type.



*Figure 5: Reporting*

Supervisory and system administration users view a variety of reports from the Report Services module. Reports are organized into groups by general purpose. Within each group, the user selects a specific report from a list of authorized reports. The system responds with defaults for allowable report parameters that further refine the data extracted for the report. Users may modify the parameters to customize each execution of the report. Once executed, the reports display results in either a grid, bar chart, or pie chart format. If the results are in a grid format, the user may sort the report in ascending or descending sequence by clicking the column header. Reports may be saved to Excel or comma delimited formats if desired.

**2.3.5 SYSTEM ARCHITECTURE/TECHNICAL APPROACH**

As described in the previous section, the ECMS is a document repository and management system, encompassing three key areas of functionality:

- A. Document Capture;
- B. Document Search and Retrieval; and
- C. Reporting.

From an implementation standpoint, each of these areas of functionality aligns strongly with a specific client, all of which leverage a common back-end infrastructure, as depicted in the figure below.

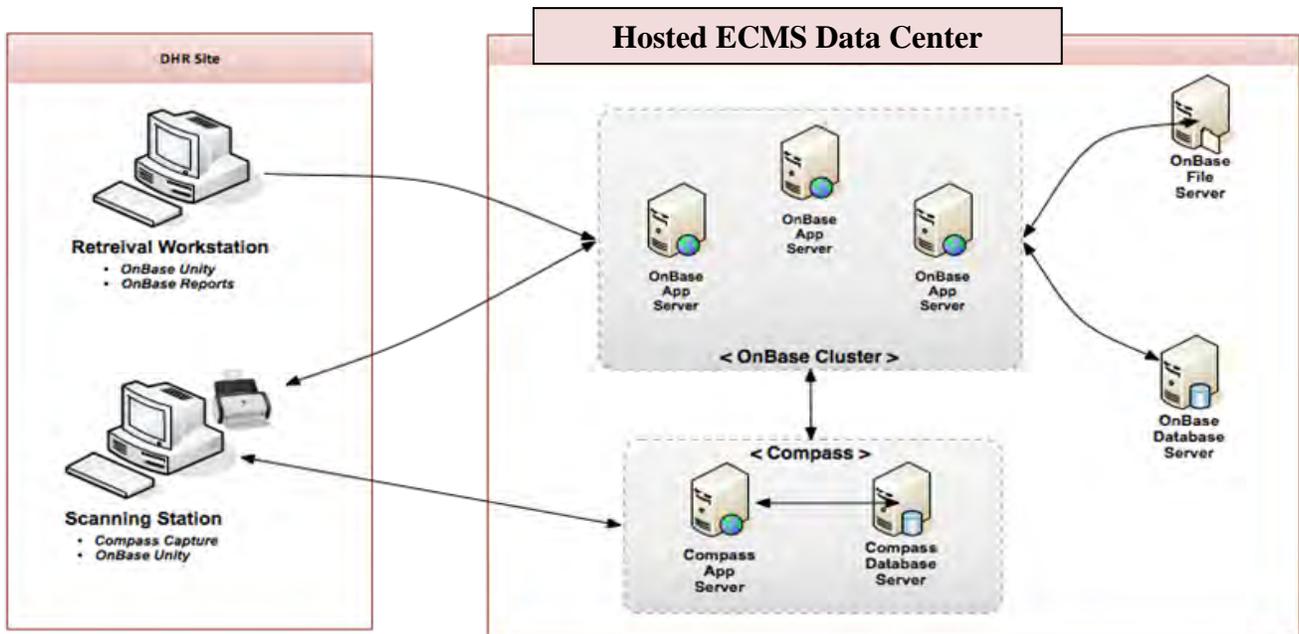


Figure 6: Technical Overview

In this diagram, the common back-end infrastructure is shown on the right (in the box labeled “ECMS Data Center”), and a typical front-end user environment is shown on the left (in the box labeled “DHR Site”).

### **2.3.6 ECMS FRONT-END COMPONENTS**

The specific COTS components that underlie the ECMS are:

#### **A. Hyland OnBase**

Hyland OnBase is a suite of software modules that allow organizations to implement the full complement of Content and Document Management capabilities.

DHR uses the following modules:

##### **1. IMAGE STORAGE**

The OnBase File Server is the data store for all of the documents / images submitted to the ECMS. Physically, this centralized data store is a file server running Microsoft Windows Server 2008 with attached SAN storage to hold the actual images and documents. Additional SAN space can be allocated to the File Server in order to increase ECMS’s document storage capacity.

OnBase organizes its file storage into diskgroups. A diskgroup designates a physical location where documents are stored (local or UNC path) and groups related documents. Current diskgroups for this ECMS include:

- a. FIA documents;
- b. CSEA documents; and
- c. Shared documents.

Each disk group (path to a folder) contains multiple volumes (sub-folders). OnBase automatically creates new volumes when the previous one closes. Volumes roll-over when they reach a fixed size (either 4 GB or 24 GB typically). Each document written to a disk group has a corresponding row (or pointer) in the OnBase database recording its location. OnBase is capable of ingesting and storing files of any type or format.

##### **2. ONBASE DATABASE SERVER—METADATA / INDICES STORAGE**

The OnBase Database Server is part of the OnBase COTS product and is the database server for the OnBase application. Its sole responsibility is to host the OnBase database for ECMS. This database holds configuration data, user accounts, indices, and other meta-data to support the OnBase Content Management System (CMS).

Physically, this data store is represented by a server running Microsoft SQL Server 2008 R2, with database files located on the SAN.

The OnBase Database has 14 files assigned to 14 file groups. Tables and indexes are assigned to these files to allow for spreading the OnBase database across multiple drives/arrays/luns to increase I/O performance if needed. OnBase includes approximately 1800 tables. This database is managed with the standard Microsoft tools for managing SQL Server Databases. The OnBase application server uses an ODBC driver to connect to the OnBase database to retrieve and update data.

## B. Northwoods Compass Capture

Compass Capture is a single module out of the Compass suite of products developed by Northwoods Consulting Partners. It provides transactional document scanning tailored for Human Services agencies such as DHR.

### 1. COMPASS SYSTEM DATA STORAGE

The Compass Database Server is part of the Compass COTS product and is the database server for the Compass Capture application. Its primary responsibility is to host the CompassFramework database for the Compass Capture application. This database holds configuration data, user accounts, and other meta-data to support the Compass client.

The CompassFramework database consists of 1 file and 1 filegroup. CompassFramework includes approximately 900 tables. This database is managed with the standard Microsoft tools for managing SQL Server Databases. The Compass application server uses ADO.NET to connect to the CompassFramework database to retrieve and update data.

One of the key functions of the ECMS that is served by the CompassFramework database is the 'Autofill' Function in the Compass client.

### 2.3.7 ECMS BACK-END COMPONENTS

The back-end components of the ECMS provide the infrastructure for document storage and management, as well as Application Programming Interfaces (APIs) and protocols that interact with the front-end components. The ECMS back-end components include:

- A. **OnBase Application Server:** The OnBase application (app) server provides access to the Unity API to clients such as Compass Capture and the Unity Client. The Unity API allows clients to store documents, initiate searches, receive search results, and retrieve individual documents. It also supports reporting. It is the primary interface between the front-end components and the back-end components.
- B. **OnBase File Server:** The OnBase file server component provides storage of raw images. The file server operates as a "head," meaning it manages indexes and access for

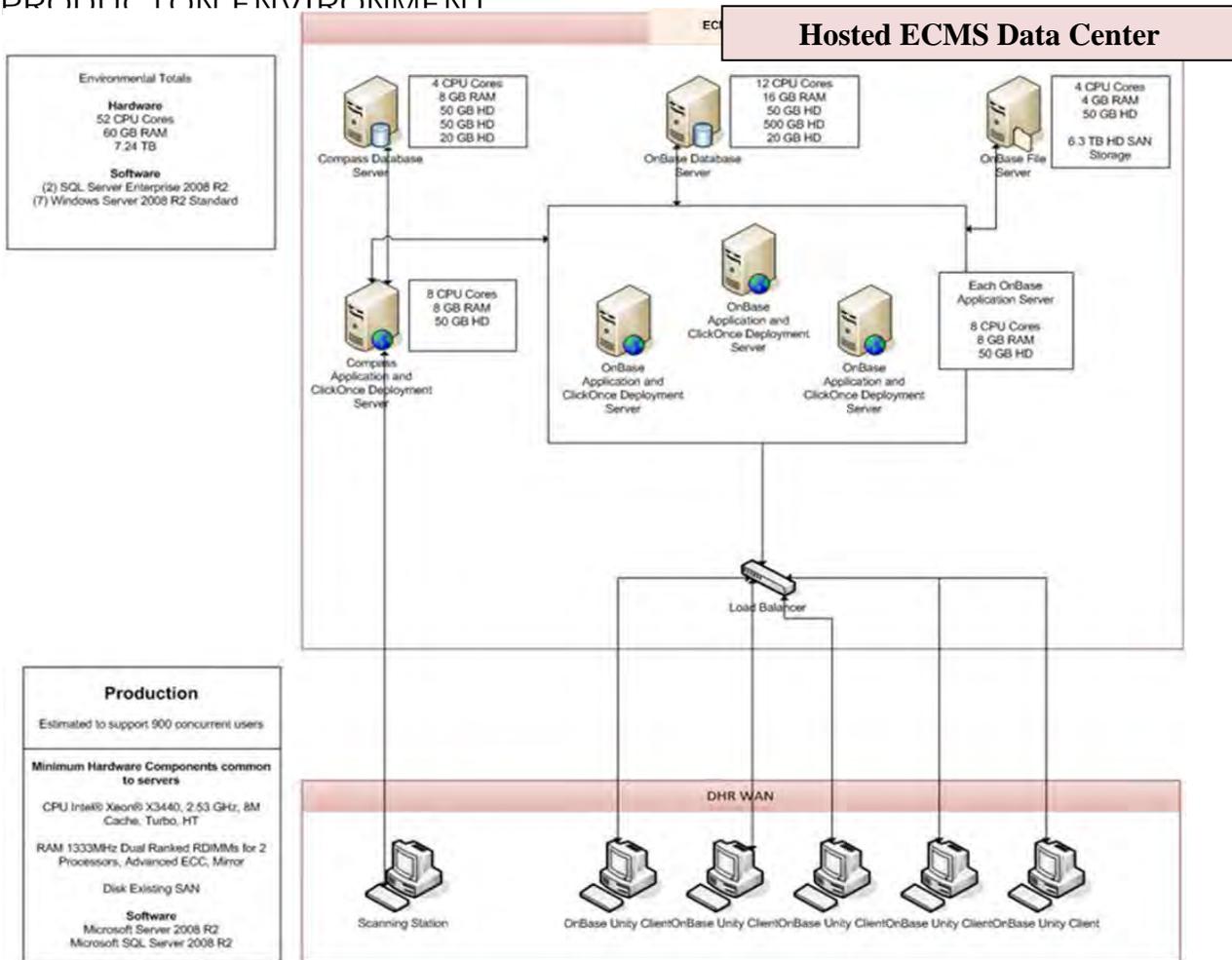
raw storage media that are external to it. In ECMS, the raw storage will be provided by attaching SAN (Storage Access Network) storage to the file server. Access to the file server is managed strictly through the Application Server.

- C. **Compass Application Server:** The Compass application (app) server provides support for the Compass Capture client software. It manages scanning sessions, and mediates client access to the database.

### 2.3.8 ECMS SERVER ENVIRONMENT

This section defines the physical deployment of the current ECMS systems in the production environment. The ECMS includes hardware, software applications, data, and communications. The ECMS is physically located in the data services/hosting vendor's datacenter located in Indiana, Indianapolis. The ECMS back-end infrastructure consists of Servers running Windows 2008 Server R2, in addition to server-specific software. The Application Servers runs OnBase software and Compass components, and accesses Microsoft SQL Server 2008 R2, which runs on the ECMS database servers. The UAT and Development environments are a scaled down replication of the Production environment and are considered Non-Production. The figure below shows the logical architecture diagram for the production environment of the ECMS system.

**PRODUCTION ENVIRONMENT**



*Figure 7: Production Server Environment*

**Hardware**

CPU Intel® Xeon® X3440, 2.53 GHz, 8M Cache, Turbo, HT

RAM 1333MHz Dual Ranked RDIMMs for 2 Processors, Advanced ECC, Mirror

SAN Space: 7.24 TB (6.3TB for images + 0.94 TB for OS)

**Software**

SQL Server Enterprise 2008 R2

Windows Server 2008 R2 Standard

**2.3.9 UAT/TRAINING ENVIRONMENT (NON-PRODUCTION)**

The figure below shows the logical architecture diagram for the non-production environment of the ECMS system:

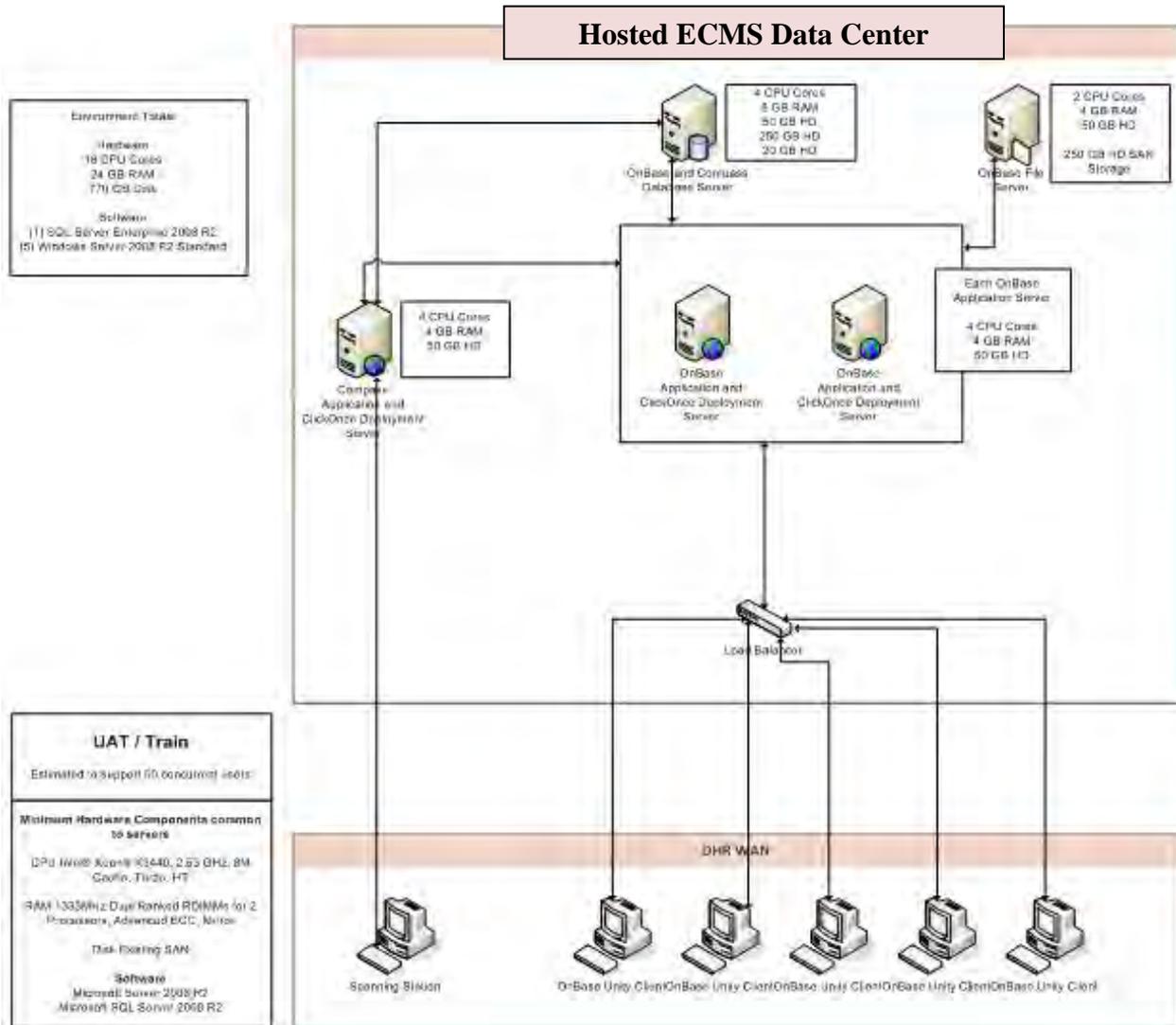


Figure 8: UAT / Training Server Environment

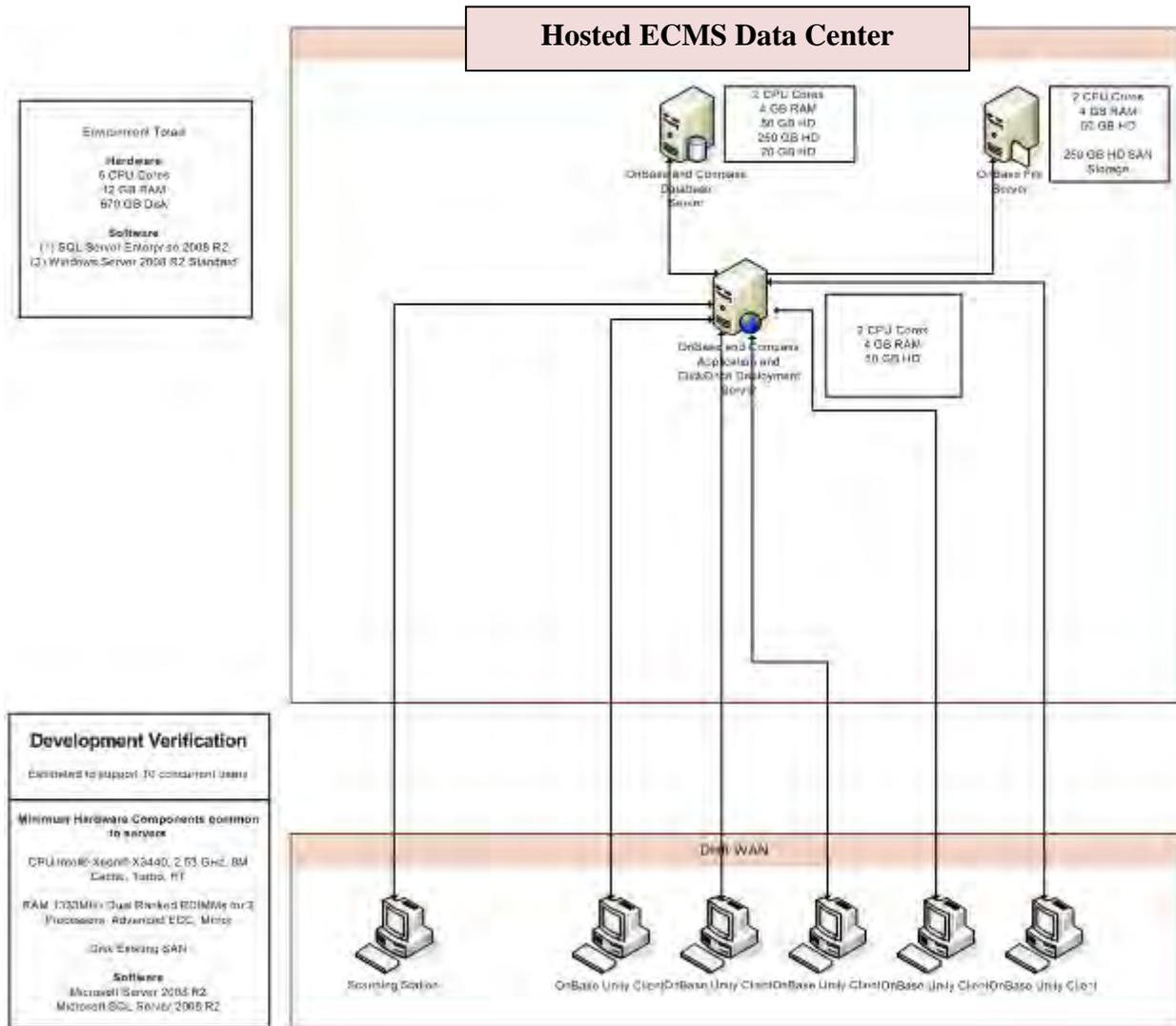


Figure 9: Development Verification Server Environment

### 2.3.10 ECMS USER GROUPS

The current DHR environment has four (4) ECMS user groups. They are:

- A. Input/Retrieval Users – This group is made up of case workers, clerical staff and any other user that shall access case files or handle customer documents as a part of their daily work processes. The training provided to them will enable them to successfully operate the ECMS to input and retrieve case file content.
- B. Retrieval Users – This group includes DHR entities and partners that will be given access to the SEDR and will need to know how to retrieve case file content for the administrations they support (FIA, CSEA).
- C. Management Users – This group is made up of management-level and supervisory staff that oversee the work of the Input/Retrieval user group.

- D. Technical Users – This group includes system administrators and/or any other technical staff who would benefit from being able to manage users, operate, maintain and configure the system without the assistance of the TO Contractor.

**2.3.11 USER PLATFORM**

Below are two tables that list: the number of ECMS users; the number of user licenses; a description of the users’ hardware; and current hardware specifications as of June 2014:

*Table 2: User Software Data*

Description	Count*	Comments*
Concurrent OnBase License Users	Average 845	Actual licenses available 1396
Compass Licenses	409	
Average Document Size	225KB (approximate)	
Users (Read / Write Access)	4,043	This is an approximate number of users that perform complete ECMS functionality and need support.
Users (Read only)	500	

*Table 3: User Hardware Data*

\*Note: Approximate values as best recorded at the time of writing this TORFP

Hardware / Users	Company	Serves	Count*	Reference Links
Monitor	Dell	E1911 19”	409	<a href="http://www.dell.com/ae/business/p/dell-e1911/pd">http://www.dell.com/ae/business/p/dell-e1911/pd</a>
Scanner High performance duplex scanner	Fujitsu	i-6140 (Non-flat bed) & i—6240 (Flatbed)	409	<a href="http://www.fujitsu.com/downloads/COMP/fcpa/scanners/fi-6x40_datasheet.pdf">http://www.fujitsu.com/downloads/COMP/fcpa/scanners/fi-6x40_datasheet.pdf</a>
Desktop	Dell	Optiplex 780	221	<a href="http://www.dell.com/us/business/p/optiplex-780/pd">http://www.dell.com/us/business/p/optiplex-780/pd</a> (These Dell desktops are discontinued by the

				manufacturer)
Desktop	Dell	Optiplex 710	188	<a href="http://www.dell.com/us/business/p/optiplex-7010/pd">http://www.dell.com/us/business/p/optiplex-7010/pd</a>
UPS	APC	750VA	409	<a href="http://www.apc.com/products/family/index.cfm?id=165&amp;tab=models">http://www.apc.com/products/family/index.cfm?id=165&amp;tab=models</a>
Spare set of equipment			4	Approximate

\*Note: The figures provided for user and license counts are approximations. For information regarding DHR sites, see Attachment 1-C.

### **2.3.12 WORKSTATION MINIMUM REQUIREMENTS**

See Attachment 30.

### **2.3.13 ECMS SECURITY DESIGN**

This section defines the security related functions of the ECMS and will cover the following topics:

- A. Active Directory as a Repository;
- B. Compass Capture & OnBase Unity Client Credential Forwarding; and
- C. Auditing Requirements.

#### **2.3.13.1 ACTIVE DIRECTORY AS THE USER REPOSITORY**

ECMS utilizes the DHR Active Directory Infrastructure for the purpose of authorization and authentication of DHR users to the ECMS components (OnBase and Compass). This process allows the ECMS components to perform the necessary authentication query to determine if a user should be granted access to the ECMS components. Both application components communicate with Active Directory over the Lightweight Directory Access Protocol (LDAP) on TCP Port 389 using a technique known as “credential forwarding.” All ECMS user credentials and passwords are stored on the DHR domain controllers and not the OnBase or Compass applications.

#### **2.3.13.2 COMPASS CAPTURE & UNITY CLIENT CREDENTIAL FORWARDING**

The combination of credential forwarding from the end-user desktop to the application server tier and then a subsequent LDAP call to an Active Directory domain controller is the mechanism that allows for the Compass Capture & OnBase Unity Client Credential Forwarding. When accessing the OnBase Unity Client (for Retrieval), and the OnBase Report Services client (for reporting), and the Compass client (for Scanning), the DHR end-user is prompted to enter their domain, domain username and domain password corresponding to an account that exists in the DHR domain. The credentials get

forwarded to the application server for validation against the specified directory server using an LDAP query. This method of integrating does not require a trust between the Vendor Hosting domain and the DHR domain where the user accounts reside. The following figure depicts this process.

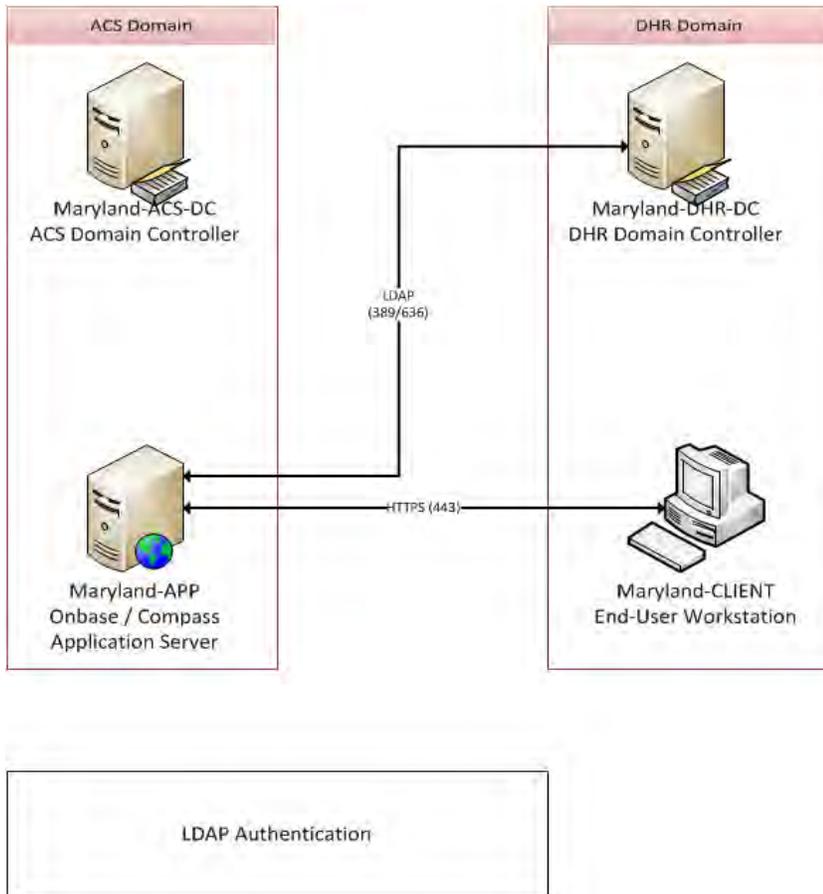


Figure 10: Credential Forwarding

### 2.3.13.3 AUDITING REQUIREMENTS

This section defines the necessary ECMS systems' auditing requirements. Audits are submitted to the TO Manager upon request or on a schedule mutually agreed upon by TO Manager and the incumbent TO Contractor after NTP. Report formats will also be determined at a meeting after NTP. The TO Contractor is responsible for auditing the following system logs:

#### A. ONBASE SERVER LOGGING

1. **Transaction Logs** – TheOnBase TRANSACTIONXLOG table stores information regarding modifications to a document. The item “num” of a document (stored in the Nuffield) can be used to retrieve all of the logged information about a document.

2. **Security Logs** – TheOnBase SECURITYLOG table stores information related to system security (e.g. logging in or out of the Client or Web Client, Licensing, Creating/Modifying passwords).

## B. COMPASS SERVER LOGGING

1. **Transaction Logs** – The CompassFramework database has a set of auditing tables for every database table. The auditing tables are suffixed with “Audit” and “AuditEff.” For example, the ApplicationUser table stores the user accounts for the Compass system. The ApplicationUserAudit and ApplicationUserAuditEff tables contain auditing data for the ApplicationUser table. All inserts, updates, and deletes on the base table are logged in the audit tables along with the datetime and the primary key of the Compass user account initiating the action.
2. **Security Logs/Error Logs** – The CompassFramework Logging table stores information regarding user logins, when Compass Capture is launched, when any service-tier errors occur, and when the LDAP synchronization process occurs.
3. **Web Server Logging** –
  - a. **Log all failed Logon attempts** – This auditing feature is used in order to detect and trace suspicious behavior on failed logon attempt to ECMS Web Server will be enabled. This setting is configured from the ECMS Web Server Local Security Policy, Audit Policy.
  - b. **Log all failed actions across the file system** – This auditing feature is used to detect potentially malicious attempts against the ECMS Web Server directories. This feature is configured in two parts: (1) Enable Logging, (2) Audit failed actions across the file systems. These settings are configured from the ECMS Web Server Local Security Policy, Audit Policy.
  - c. **Relocate and secure the IIS log files** – The ECMS Web Servers will move and rename the IIS log file directory to a different volume than the website. This volume will not be the system volume. The following NTFS permissions to the log files folder and subfolders will be applied:
    - 1) **Administrators**- Full Control;
    - 2) **System**- Full Control; and
    - 3) **Backup Operator**- Read.
  - d. **Audit Access to the Metabase.bin File** – The ECMS Web Server audits all failures by the “Everyone” group to the IIS metabase.bin file located in \WINNT\System32\inetsrv\. The same action currently occurs for the \Metabase backup folder for the backup copies of the metabase.

## 2.4 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES

The TO Contractor shall comply with all applicable laws, regulations, policies, standards, and guidelines affecting information technology and technology projects, which may be created or changed

periodically. The TO Contractor shall also remain abreast of current, new, and revised laws, regulations, policies, standards and guidelines affecting security and technology project execution.

The following policies, guidelines and methodologies govern State of Maryland IT initiatives and projects and may be found at DoIT's website

(<http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx>):

- The State of Maryland System Development Life Cycle (SDLC) methodology;
- The State of Maryland Information Technology Security Policies;
- The State of Maryland Information Technology Non-Visual Access Standards;
- State of Maryland Enterprise Architecture; and
- The State of Maryland Information Technology Project Oversight.

In addition to following the above policies and guidelines, the TO Contractor shall follow project management methodologies consistent with the Project Management Institute's Project Management Body of Knowledge (PMBOK) Guide.

## **2.5 REQUIREMENTS**

### **2.5.1 TO CONTRACTOR RESPONSIBILITIES**

At a minimum, the work to be completed by the TO Contractor personnel under this TORFP shall provide the ECMS Maintenance and Operations support as defined in this TORFP. The TO Contractor shall strategize and provide the qualified staff to perform all tasks dictated by the requirements in this section and its associated subsections. The TO Contractor shall provide maintenance and operations, monitoring, support, and a help desk for the current production environment. All TO Contractor personnel shall be located within the continental United States and able to perform work in Maryland as DHR requires. The TO Contractor shall, in regards to ECMS system maintenance and support:

- A. Provide technical support and advice to DHR/OTHS Management and represent OTHS on conference calls, attend seminars and meeting(s) and other communication, as requested. The TO Contractor shall report to any DHR or non-DHR site, as requested, where OTHS may require in-depth technical knowledge on the ECMS solution or business operational communications.
- B. Draft, as needed, monthly or weekly communications on behalf of OTHS management for Statewide distribution or to a section of ECMS Statewide users as directed by OTHS management.
- C. Maintain a Statewide ECMS user database. This database shall include, at a minimum, the following user information: first name; last name; telephone number; email address; physical address; title; program; and agency information. This database shall be maintained and updated at least monthly and provided to OTHS as part of one of the required TO Contractor reports. The database report shall have contact information for leading figures at each site, such as LAN Admin, Assistant Director and Director.

- D. Coordinate work with DHR and the application maintenance contractor on supporting both application maintenance activities and problem-resolution activities in terms of providing technical expertise and insight from an ECMS perspective, where applicable.
- E. Any development work performed shall cover all applicable phases (as determined by DHR) of the system development life cycle and follow the state's SDLC methodology. See <http://doit.maryland.gov/policies/pages/sdlc.aspx>.
- F. Provide qualified technical personnel to monitor, troubleshoot and maintain the current ECMS application in order to provide 24/7 system availability at every DHR site listed in Attachment 1-C.
- G. Coordinate change management efforts with DHR and the data services/hosting vendor and follow OTHS Standard Operating Procedures.
- H. Procure proper maintenance coverage and provide qualified personnel to maintain the core software (i.e., update software with new releases and patches, fix bugs, etc.).
- I. The TO Contractor's collective assigned personnel shall support core business hours, 7 AM to 8 PM, Monday through Saturday at every site listed in Attachment 1-C. Maintenance that requires outages shall be performed outside of peak hours. System Availability/Support hours are defined as Monday through Saturday, 7 AM to 8 PM EST, with peak hours being 8 AM to 7 PM, Monday through Friday. Any emergency maintenance that requires system downtime during System Availability/Support hours shall first be approved by the TO Manager or designee. The ECMS Help Desk shall be staffed to support the System Availability/Support hours Monday through Friday 7 AM to 8 PM EST, and Saturday 8 AM to 8 PM.
- J. Provide a technology refresh for all client server ECMS hardware and to include replacing all spares, workstations, scanners, monitors, UPSs and other hardware installed for ECMS support. In addition, all software shall be updated or replaced with the current revision per the manufacturer. This requirement is described in detail in section 2.5.7.3.
- K. Ensure that all ECMS equipment is up and running at all times. The TO Contractor shall replace any non-functional equipment, regardless of the reason.
- L. Provide required COTS knowledge transfer to the data services/hosting vendor to ensure changes into production by the hosting team is seamless. Only the hosting vendor has approval from DHR to make changes in the production environment. TO Contractor shall not make any changes to the production environment, unless directed by the data services/hosting vendor with approval from DHR or by DHR directly.

- M. Work with DHR and the data services/hosting vendor's help desk technicians to troubleshoot and resolve ECMS issues.
- N. Establish and maintain an ECMS Help Desk to troubleshoot and resolve local user issues for ECMS. Level 1 Help Desk issues will be addressed by the OTHS Help Desk. Level 2 and 3 issues shall be addressed by the TO Contractor. The TO Contractor shall meet stated response time and SLA performance measurements. For detailed information on the Help Desk, see Sections 2.5.6 and 2.5.14.
- O. Monitor and manage storage utilization and system application performance and devise ongoing strategies for improvement and usage.
- P. Monitor system performance and usage closely to ensure that productivity is not adversely affected due to contention for system resources. This data shall be provided as part of the Performance Metrics as provided in the Monthly Status Report. The TO Contractor shall alert DHR of current contention or performance degradation issues as well as forecast any future issues. DHR may subsequently issue a Sub Task Order for additional user licenses to be added under the TO Agreement should the need arise.
- Q. Participate in conference calls and in-person meetings, working proactively to support application maintenance and problem-resolution efforts, where applicable.
- R. Adhere to defined deadlines and work toward agreed-upon milestones, when applicable, and related to task collaboration. This includes instances where application maintenance project activities overlap or intersect with hosting and data center activities (for example, a critical software release is scheduled in the same month as a key technical upgrade, and testing and coordination activities shall take place to facilitate a seamless outcome for the users).
- S. Consult with the application maintenance contractor to provide recommendations and advice regarding design and development activities to ensure that their application maintenance work adheres to the DHR target architecture and technical standards with regards to this ECMS effort, in the event that development efforts are requested.
- T. Coordinate hardware and software maintenance and replacements with OTHS and/or the data services/hosting contractor.
- U. Dedicate 4 scanners (2 flatbed and 2 non-flatbed) for training purposes at all times or any other purpose the State deems appropriate at the DHRIS location.
- V. Have, at a minimum, 10 flatbed and 10 non-flatbed scanners, and 1 workstation per scanner (for a total of 20 workstations), to be used as spares at DHR's discretion at all

times, stored at the DHR location. TO Contractor shall provide a strategy for replacement spares in their proposal.

- W. Adhere to standards for application response times and meet all prescribed SLAs as outlined in Section 2.5.14 of this TORFP. DHR will provide the standards for response times within 30 Calendar Days of the NTP.
- X. Report a summary of all system maintenance and support activities as part of the Monthly Status Report.
- Y. Maintain, as part of the ongoing system maintenance and support activities, responsibility for all database administration activities. Master Contractor's responses shall address the following database administrator (DBA) activities at a minimum:
  - 1. Performing the necessary, standard administration and configuration of the application server and database environment;
  - 2. Performing maintenance activities which shall include monitoring and adjusting the memory, data, table spaces, optimization and other normal application server and database duties;
  - 3. Keeping the TO Manager apprised of the overall health of the system and present system adjustments, tuning, and other system improvement recommendations to upper management for review and approval;
  - 4. Working with the hosting contractor to ensure that full and incremental backups are complete and can be used for data recovery;
  - 5. Working with the hosting contractor to troubleshoot any server related issues that may be affecting the security, integrity or performance of the system;
  - 6. Working with Help Desk technicians to troubleshoot and resolve database issues;
  - 7. Preparing reports, metrics and documenting monthly DBA activities and system health as part of the Monthly Status Report;
  - 8. Providing the TO Manager with necessary database or system reports and/or run queries to satisfy any DHR ad-hoc report requests; and
  - 9. Maintaining database and coordinate database releases, upgrades, security patches, bug fixes, etc., and thoroughly testing applicable changes that may impact the ECMS in the test/development environment prior to deploying into production, in the event any new enhancements are requested.

10. Perform work outside of operations and maintenance which shall be handled under a T&M Services TO Agreement should the need arise.
11. Maintain and update the system documentation (“System Administration Manual”) that guides system administrators in all technical aspects of the operation, maintenance and configuration of the ECMS. The TO Contractor shall follow the DoIT SDLC System Administration Manual template for maintaining and updating this documentation (see <http://doit.maryland.gov/SDLC/Pages/SDLCHome.aspx>). If the TO Contractor updates or changes the system during Transition-In, it shall update the System Administration Manual within 60 Calendar Days of NTP. Following Transition-In, the TO Contractor shall update to the Manual within one (1) business day after updates are made to the system. A copy of the latest System Administration Manual shall be maintained on a shared drive or directory on a server that DHR will provide after the NTP.
12. Assist DHR in complying with, or performing any audits (see Sections 1.22, 2.3.14.3 and 2.5.17 for additional detail).

#### **2.5.2 DHR MANAGEMENT CONSULTING VENDOR – QA/QC**

The TO Contractor shall have clear approaches to:

- a. Working with DHR and the management-consulting contractor on QA/QC, EPMO, IV&V and project management activities to meet the needs of DHR.
- b. Including the management-consulting contractor in all relevant project-related communication. Relevant project-related communication includes, but is not limited to, email correspondence, meeting invitations, meetings, and draft deliverable reviews as well as technical design discussions, as appropriate.
- c. Responding to requests and supporting the activities of the management-consulting contractor, as directed by DHR.
- d. Working with the management-consulting contractor such that it and the DHR TO Manager share the same understanding of Deliverable and release due dates, updates to project work plans and milestones, and overall project status – as performance metrics are based upon that crucial project data.

#### **2.5.3 HOSTING**

The TO Contractor shall work with DHR and the data services/hosting contractor to support DHR system activities, as needed, to include but not limited to:

- A. Problem-resolution;
- B. Conference calls and in-person meetings, working proactively to support application maintenance, system performance, and problem-resolution efforts;

- C. Adhering to defined deadlines and working toward agreed-upon milestones; and
- D. Ensuring that DHR's application response times adhere to standards and meet SLAs.
- E. Any other hosting support activities as required.

#### **2.5.4 EPMO**

The TO Contractor shall perform the work outlined in this TORFP in alignment with the EPMO's processes and procedures. The TO Contractor shall have clear approaches to:

- a. Providing access to resource allocation information, project work plans, issues, risks, action items, budgetary information or other information to EPMO staff and their designees;
- b. Providing ad-hoc reports to the TO Manager regarding Enterprise Project Management (EPM);
- c. Working with the EPMO to refine SLA Performance Measures and tracking metrics for improvement where applicable;
- d. Responding to the EPMO on matters related to Deliverables, project hours and other work as requested by DHR;
- e. Working with the EPMO to promote compliance with all enterprise-wide processes and procedures by adhering to DHR project standards; and
- f. Attending EPMO-related meetings to obtain the latest processes, procedures and project management information and disseminating the information to relevant TO Contractor team members.

#### **2.5.5 APPLICATION MAINTENANCE, OPERATIONS AND ENHANCEMENTS**

The TO Contractor shall work with DHR and the application maintenance, operations and enhancements contractor to support DHR system activities, as needed, including but not limited to:

- A. Problem-resolution;
- B. Participating in conference calls and in-person meetings as required by DHR.
- C. Adhering to defined deadlines and working toward agreed-upon milestones; and
- D. Any other application maintenance, operations and enhancements support activities as required by DHR.

#### **2.5.6 ECMS HELP DESK**

The majority of ECMS-related issues will be routed to the TO Contractor through the OTHS help desk. The OTHS help desk receives trouble reports via telephone call, email, and/or fax from DHR end users. The trouble reports are logged and tracked via the Remedy ticketing system. If the OTHS help desk is able to resolve the problem the Remedy ticket is updated and closed. In the event that the OTHS help desk cannot successfully resolve the issue, the Remedy ticket/request will be emailed to the ECMS Help Desk.

The OTHS help desk uses a priority system to segment calls. The following definitions apply:

- Critical priority is an issue affecting multiple people at multiple locations or a high profile user;

- High priority is an issue that affects multiple people at one location;
- Medium priority is a problem affecting an individual or a small user group for which an alternate bypass may be available;
- Low priority is a problem that is inconvenient and not critical to, or having no impact on, a user's duties; and
- No urgency is a problem that requires an enhancement, but with no urgency.

See additional information under Section 2.5.14, Service Level Agreements

The TO Contractor shall email the OTHS help desk, or call or email the ECMS user directly, with follow-up and resolution details (a Help Desk "call"). The TO Contractor shall follow up with the OTHS help desk for Remedy ticket closure and status. In the event the ECMS Help Desk receives any phone calls, faxes or e-mails directly from end users, the ECMS Help Desk shall direct the worker to first contact the OTHS help desk.

At a minimum, the Help Desk shall handle: all ECMS workstation issues (including monitors, desktops, scanners; all associated peripheral equipment, and UPS devices); ECMS application issues (with the exception of questions about enterprise-specific applications); and ECMS server or storage-related issues.

A. Help Desk Requirements:

The TO Contractor shall:

1. Operate the Help Desk from its own facilities, located somewhere in the continental United States.
2. Ensure the Help Desk is operational during regular business hours (7AM to 8 PM EST Monday through Friday and 8 AM to 8 PM Saturdays).
3. Provide a Maryland-based Help Desk phone number, and a toll free number, to serve as a means for follow-up Help Desk communication.
4. Provide an emergency contact number for Critical/High Priority contact situations such as a total system outage.
5. The TO Contractor shall capture all emailed Help Desk requests and monitor, control, communicate, and report on each Help Desk request until it is resolved and/or completely corrected. All low and medium priority emailed Help Desk requests shall be responded to within two (2) business hours from the time the email was submitted to the Help Desk e-mail account. Critical/High Priority and Critical Help Desk requests shall be responded to within fifteen (15) minutes of submission.

6. Follow-up for emailed trouble reports may be handled via either email or telephone.
7. Ensure Help Desk technicians are knowledgeable with the ECMS User Account Management Standard Operating Procedures (SOPs) document. ECMS User Account Management SOPs documents will be provided after NTP.
8. Ensure that Help Desk technicians, when making a Help Desk call: advise the caller that his or her issue has been received; gather additional pertinent information if needed; and provide an estimated time to completion.
9. Ensure that Help Desk technicians are familiar with and adhere to the State's Remote Access Policy:  
[http://doit.maryland.gov/support/documents/security\\_guidelines/remote\\_access\\_policy.pdf](http://doit.maryland.gov/support/documents/security_guidelines/remote_access_policy.pdf).
10. Make every effort to resolve issues remotely. VPN shall be used for remote troubleshooting capabilities. The Help Desk Technician shall notify the site worker prior to making the VPN connection to the workstation. As an option, the TO Contractor may use a DHR-provided WebEx account for remote support if requested.
11. In the event a problem cannot be resolved remotely, provide on-site support and travel to the site to resolve the problem. On-site support shall be provided no later than the next business day after determination that the problem cannot be resolved remotely.
12. In the event the Help Desk receives a user account related request (although OTHS' Active Directory technical personnel and local security administrators will manage user accounts), the Help Desk shall provide guidance to the caller (such as how user accounts are administered, the types of privileges that are available, etc.) and then guide the caller to contact the appropriate party (such as his/her local security monitor) that can handle the actual account request.
13. Coordinate with the data services/hosting contractor to diagnose and troubleshoot server-related issues. Should the TO Contractor find that an ECMS issue is related to a DHR/OTHS system component, such as the DHR infrastructure or router, it is the TO Contractor's responsibility to report the findings back to the OTHS help desk for further investigation by DHR/OTHS.
14. In the event the Help Desk determines that the reported issue is not related to the ECMS, advise the user to contact the OTHS help desk.
15. Provide updates regarding Help Desk requests. The date/timestamp of the submission shall be used by DHR to measure initial response time and the overall resolution time frame.

16. Provide a standard, commercially available tool to track all Help Desk requests. At a minimum, the tool shall capture the following data for each Help Desk requests:
- a. Date;
  - b. Request Time;
  - c. Requester's Name;
  - d. Requester's Site;
  - e. Administration (FIA or CSEA);
  - f. Issue Title;
  - g. Issue Description;
  - h. Classification (Critical, High, Medium, Low, no urgency);
  - i. On-Site Support Required (Y/N);
  - j. Resolution Description; and
  - k. Help Desk Technician's Name.

This information will form a comprehensive report known as the "Help Desk Log."

17. Provide a copy of each month's Help Desk Log with the Monthly Status Report.
18. Have specific strategies for TO Agreement monitoring and problem management processes, procedures, controls and communications, including escalation procedures congruent with what DHR currently utilizes as provided in the SLA requirements (found in Section 2.5.14). Situations that cannot be resolved in the specified timeframes shall be reported to the TO Manager within four (4) business hours with a plan of action.
19. Maintain and update the Help Desk Operations Manual which outlines their SOPs used in capturing all Help Desk requests. DHR will provide the Operations Manual following at some point after NTP, but before the end of the Transition-In period.
20. Maintain the Help Desk Log, and the Help Desk Operations Manual in a central repository with other operational documentation.

Master Contractors shall describe in their TO Proposals how their proposed Help Desk approach will meet all technical requirements defined in this section.

## **2.5.7 REQUIREMENTS FOR HARDWARE, SOFTWARE AND MATERIALS**

### **2.5.7.1 SOFTWARE LICENSES**

On behalf of DHR and under DHR's direction, the TO Contractor shall manage and maintain all software licenses for software purchased, installed, and operated for the services described in this TORFP. The TO Contractor shall:

1. Provide the TO Manager via email, with an updated inventory report of licenses no less than annually. This report shall include, at a minimum, the name of the product, the name of the manufacturer/vendor for the product, the version of the product, the type of license, license renewal date, renewal cost, number of licenses, license key, and contact person's name.
2. Act as DHR's agent to purchase and administer software licenses including third-party software products, unless DHR makes the decision to purchase the licenses under a separate procurement vehicle. DHR shall retain and maintain ownership of third-party software products. Any new software shall be licensed to DHR. Any purchase of hardware or software provided by the TO Contractor shall be with no markup to the State in accordance with the CATS+ Master Contract provisions.

#### **2.5.7.2 N-1 SOFTWARE VERSION**

Working with the data services/hosting contractor, the TO Contractor shall maintain, at a minimum, software versions within one release of the current version (also known as N-1). For example, version 6.1.50 is the latest released version of Compass Capture software. Version 6.1.50 is considered version "N." Version 6.1.40 is considered version "N-1." The TO Contractor shall maintain the system at N-1 or better.

When making modifications or enhancements to comply with this requirement, the TO Contractor shall consider the impact to the entire web environment for those changes. If enhancements are required to meet performance criteria, the enhancements shall be the responsibility of the TO Contractor.

The TO Contractor shall develop:

- 1.A strategy for maintaining operational responsibility at the most recently released and generally available version of the Software (the "N" release level), unless otherwise directed by DHR.
- 2.A strategy for supporting release, N-1 and earlier versions of the software for the longer of:
  - a. The thirty-six (36) month period following version N's general public availability; or
  - b. The time the applicable third-party vendor ceases to support such version; unless otherwise directed by DHR.

#### **2.5.7.3 TECHNOLOGY REFRESH AND SOFTWARE CURRENCY**

The Master Contractor shall describe its methodology for providing the most cost-effective approach to refreshing the ECMS hardware and software. DHR'S time standards for a technology refresh are as follows:

- PC's & scanners: Every three (3) years; and

- Uninterrupted Power Supplies (UPS): Every five (5) years.

All DHR sites listed in Attachment 1-C received new equipment in May 2014. However, the TO Contractor shall complete the technology refresh of PCs and scanners within the initial three (3) year base TO Agreement term/period and refresh UPS no later than May 2019. Master Contractors shall include the price for the technology refresh in their total evaluated price. Technological minimum standards for PCs, scanners, and UPS units may be found in Attachment 30. A Master Contractor's response to this TORFP shall include:

1. A description of the Master Contractor's strategy to provide a technical refresh of ECMS equipment and how DHR will be kept current with industry advances and experience associated increases in productivity.
2. The advantages of upgrading to a standard configuration in advance of the regular refresh schedule. Master Contractors shall describe their experience with implementing a project to standardize configuration.
3. A strategy for the development of equipment and software associated with any refresh to ensure compliance with DHR Standards, including DHR's technical architecture requirements and the long-range IT plan. Master Contractors may find information regarding DHR's technical architecture in Attachment 26.
4. A specific strategy to provide DHR with every assurance that all equipment is new at the execution of the technology refresh.
5. A refresh schedule for all equipment. DHR expects that all software renewals shall be completed timely to ensure vendor support, and all software versions shall be no more than N-1.
6. The flexibility to work with DHR on the specific refresh timeframes, as DHR reserves the right to modify the timeframes and requirements based on its business and other requirements, subject to defined Change Control procedures.
7. A strategy to provide minimal disruption to DHR's business operations associated with all technology refresh activities.
8. Its commitment to consistently using industry standards and best practices as well as effective automation tools during technology refresh activities.
9. A performance plan for ensuring all changes to equipment and software are made in accordance with defined Change Management procedures.
10. A performance plan for ensuring that all data transfers or conversions related to changes in equipment or software are made to maintain the integrity of the data. This shall include ensuring that appropriate back-ups and recovery processes exist prior to the execution of any refresh activities, and all methods are soundly tested and proven prior to executing of any refresh activities, and all methods are soundly tested and proven prior to execution of any refresh activities, and all methods are soundly tested and proven prior to executing them against DHR's equipment and/or software.

11. How the TO Contractor will cooperate with the data services/hosting contractor for the disposal of excess or obsolete equipment in a manner that ensures data security and complies with the State's Information Security Policy (see Section 2.6.7(A)). OTHS will be responsible for the disposal of harddrives.

Note: DHR reserves the right to purchase additional equipment at the TO Contractor's prices stated in Attachment 1-C for the purposes of ECMS expansion – and shall obtain the equipment through the Sub Task Order process.

### **2.5.8 FLEXIBILITY AND SCALABILITY**

The Master Contractor shall describe how its solution provides the flexibility to integrate with and/or meet the following future ECMS expansion features:

- A. Integration of future workflow process and business process management capabilities.
- B. The ability to allow other State agencies to utilize the product for input and/or retrieval only activities with minimal system configuration required by the vendor.
- C. Real-time user role updates that will enable input permissions between sites in order to provide a way for sites to help other sites with heavier workloads.
- D. Integration with various Web-based, front-end user interface technologies that connect to DHR's existing mainframes.
- E. Document management capabilities such as annotation and image cropping capabilities.
- F. Additional input capabilities, such as using self-service kiosks or designated workstations where clients can scan their own documents into the system.

### **2.5.9 DATA ARCHIVING AND PURGING**

TO Contractor shall work with and assist the data services/hosting vendor to ensure success of data archiving and purging.

### **2.5.10 ECMS SECURITY**

The TO Contractor shall work with OTHS and the data services/hosting contractor to comply with each party's security policy. In meeting this requirement, the TO Contractor shall comply with DoIT Information Security Policy and NIST (Risk Management Framework) Security Policy and shall implement and maintain security controls for a moderate impact system. The system controls shall be compliant with Managerial Operational and Technical Controls contained within NIST SP 800-53 rev 4. DoIT Security policy and NIST policy can be found at the following URLs:

<http://doit.maryland.gov/support/Pages/SecurityPolicies.aspx>; and

<http://csrc.nist.gov/publications/PubsSPs.html>.

The TO Contractor shall:

- A. Work with DHR/OTHS and the data services/hosting vendor to comply with the risk assessment of the system consistent with NIST Risk Management framework within ninety (90) Calendar Days of operation. OTHS will provide the Risk Assessment to the TO Contractor following NTP.
- B. Work with DHR/OTHS and the data services/hosting vendor to comply with the Security Plan of the system consistent with NIST (Risk Management Framework SP 800-37 rev 1) and DoIT security policy. OTHS will provide the Security Plan to the TO Contractor following NTP.
- C. Work with DHR/OTHS and the data services/hosting vendor to comply with the Security Assessment and Authorization documentation as requested by OTHS. Additionally the TO Contractor shall work with DHR/OTHS and the hosting vendor to comply with testing security controls as identified in the Security Plan's Continuous Monitoring Strategy to assure that they are operating according to design. OTHS will provide the Security Assessment and Authorization documentation to the TO Contractor following NTP.
- D. Work with DHR/OTHS and the data services/hosting vendor to develop an Incident Response reporting mechanism including, but not limited to, type, severity, contact information, escalation, remediation, containment and eradication.
- E. Provide encryption mechanisms for data in transit and data at rest, consistent with NIST SP 800-53 Rev 4 (moderate system).
- F. Provide provisions to ensure separation of production data from the non-production regions.
- G. Provide timely patch management to mitigate threats from vulnerabilities and comply with the data services/hosting contractor and DHR/OTHS requirements for implementing patches.
- H. Assure that there is no commingling of other customer data with DHR/OTHS data within the system.
- I. Assure that audit logs are created, maintained and reviewed on a daily basis and reported on if suspicious activity is found. Audit logs are part of the security plan and should be maintained in accordance with NIST SP 800-53 rev 3.
- J. Assure that devices are properly segmented via firewall or network as required to ensure security and that only the necessary ports and protocols are available over the network and on the system.
- K. Assure that there is separation of production and non-production environment to ensure confidentiality, integrity and availability of environments.
- L. Preserve and isolate sensitive data.
- M. Where applicable, ensure that virtual operating system images are validated before and changed prior to placement into production to prevent unauthorized access and attacks.

- N. Comply with the data services/hosting vendor's intrusion prevention, antivirus and vulnerability scanning procedures.
- O. Create policies and procedures and demonstrate implementation validation for user account management for applications, databases and all server and or network infrastructure as applicable. The TO Contractor shall provide the policies and procedures to the TO Manager upon request.
- P. Assist with testing as required. This shall include testing the redundancy of multiple communication link providers.
- Q. Create policies and procedures for client data backup storage and redundancy and test those procedures on a regular basis.
- R. Stay abreast of changes in NIST and DoIT's Information Security policy and adjust its procedures accordingly.

#### **2.5.11 PROJECT MANAGEMENT**

The TO Contractor shall:

- A. Adhere to DHR's Enterprise Project Management Guide (EPMG) for best practices, policies, processes, standards and tools as its staff progresses through the life cycle of a project. The EPMG was developed to provide a body of knowledge on the expected methodology to follow on any project management engagement. DHR will provide an electronic and/or paper copy of the EPMG within 30 Calendar Days of NTP.
- B. Provide work estimates for and in support of all tasks identified in this TORFP and otherwise assigned as a result of the TO Agreement.
- C. Present all work estimates in the approved format and/or utilizing standard templates and submission guidelines as outlined in the EPMG.
- D. Work with the DHR TO Manager to ensure project conformity with DHR's IT environment, overall IT strategic plan, and long-range vision of Department objectives.
- E. Cooperate with the management consulting and IV&V contractors to promote overall compliance with TO Agreement provisions, project work plan, and EPMO processes and procedures as documented in (but not limited to) the EPMG.
- F. Support DHR's formalized work approval process by providing technical expertise, issue analyses, work estimates, and impact analyses adhering to the existing process.
- G. Make written recommendations for improvement to the work approval process which may or may not be implemented at the sole discretion of DHR.
- H. Support release management through the performance of and/or adherence to the process steps established by DHR.
- I. Work with the DHR-appointed Change Control Board (CCB) to define procedures for the collection, management, and prioritization of change requests. 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 TO Contractor before reaching a decision to authorize or disapprove the request(s).

The CCB will review, approve and document all changes. While the TO Contractor shall participate in these meetings, the TO Contractor shall not be a voting member. Approval of any items, which may affect the terms and conditions of the TO Agreement, shall be submitted to the TO Procurement Officer for review, approval and processing as necessary. All requests shall originate with and be approved by the CCB. Changes governed by the CCB may include, but not be limited to:

1. The Project Plan;
  2. Business Needs;
  3. Software Specifications;
  4. Hardware Specifications; and
  5. Development of TO Agreement Modifications (if necessary).
- J. Not use any proprietary, exclusive-use, or limited-license software without prior written approval from the DHR TO Manager.
- K. Work with the DHR TO Manager and the management consulting and IV&V contractors, using standard/commercially available software tools to define hardware requirements, including capacity confirmation and volume analysis during system modification activities to confirm that necessary capacity is available to DHR for operation of the system.
- L. Document the outcome of all key stakeholder meetings and publish meeting minutes within two (2) Business Days of the meeting.
- M. Use DHR's portfolio management tool, Clarity, to record pertinent project data, such as deliverables, action items, due dates, etc., to facilitate portfolio management and project reporting. In addition, the TO Contractor shall be asked to provide advisory input to DHR's enterprise architecture tool, Telelogic. DHR shall provide TO Contractor access to this software under its existing licensing agreements.
- N. Supply its own workstations, PCs and other development equipment. This equipment shall be refreshed every five years.
- O. Work with DHR to implement Level 3 Capability Maturity Model Integration® (CMMI)-based processes to improve the efficiency and effectiveness of its project processes.
- P. Perform time and resource management activities.
- Q. Prepare time and cost estimates for new development.
- R. Plan and organize work to deliver required results.

- S. Provide appropriate resources to complete the work and provide daily guidance and leadership to those resources.
- T. Measure and evaluate system performance by continuously tracking work, comparing actual results to planned results and evaluating end-products.
- U. Manage the scope, schedule and cost of the projects.
- V. Propose technology innovations to improve DHR applications.

#### **2.5.12 TRAINING OF ECMS USERS**

To ensure user familiarity with the ECMS, the TO Contractor shall provide comprehensive training to new and existing users in each of the user groups, as mentioned in section 2.3.10. This training shall be tailored to each respective user group and shall include instruction, instructional documentation, an assessment of skills learned and a plan for providing remedial instruction, as needed. The ultimate goal of this training is to ensure that new users receive a solid introduction to the use of the ECMS and that existing users receive refresher training to ensure optimal use of ECMS technology.

The TO Contractor shall:

- A. As needed and upon TO Manager's request, provide training to new ECMS users and refresher training to existing users in each user group. The four (4) different training areas that may be requested are listed below:
  - 1. Input and Retrieval Training –The TO Contractor shall provide users with instruction on document preparation, basic scanner maintenance, scanning documents, quality control of images, and associating identifying data to images (indexing). The TO Contractor shall also provide users with instruction on searching for and retrieving images from the ECMS.
  - 2. Retrieval-Only Training – The TO Contractor shall provide users with instruction on searching for and retrieving images from the ECMS.
  - 3. Management Training – The TO Contractor shall train designated supervisory/management and lead DHR staff to be able to manage user accounts at the site/administration level as well as use advanced retrieval and report generation capabilities.
  - 4. Technical Training – The TO Contractor shall provide designated OTHS staff with a comprehensive review of how to administer the ECMS so that OTHS staff will have the knowledge and skills necessary to maintain and support the ECMS. This course shall include, at a minimum, how to perform user account administration activities functions such as adding users, modifying account privileges, synchronizing IDs and passwords with Active Directory, suspending account access, and disabling accounts. Depending on the Department's needs, the training may also include more technical and

administrative activities such as performing data migration activities, performing system start-up and shutdown, performing data, document, and application software back-ups, performing system configuration, performing tuning, installing patches and upgrades, etc.

- B. Ensure all ECMS training is conducted at a State site. Training shall primarily be held at DHRIS, 1100 Eastern Boulevard, Essex, Maryland.
- C. Ensure training is provided ‘just-in-time’ so user groups avoid the potential loss of knowledge that can occur when training sessions are provided too far in advance or when a user knowledge base is forgotten. The TO Contractor shall perform training no later than two weeks following a request from DHR.
- D. Become familiar with and adopt the available training modalities DHR currently uses such as WebEx, Google Apps, hosted on-demand video and presentation capability. Additionally, the TO Contractor may propose other training methods.
- E. At DHR’s request, provide professionally recorded training sessions and ensure they are available at the State’s discretion in a format that can be viewed by Statewide ECMS users for the purpose of self-paced training.
- F. Use, at minimum, Microsoft Word 2007 when preparing training materials, such as handouts. Electronic distribution of handouts shall be in either Word 2007 or PDF format.
- G. Ensure that each training course includes, at a minimum, ‘How To’ job aids (any document such as a Quick Reference sheet that provides a user group with condensed, step-by-step instruction on commonly used features of the ECMS such as scanning and indexing).
- H. Update training materials once a year (at minimum), or as requested, that incorporate screenshots and step-by-step instruction. This shall include (at a minimum):
  - 1. Input and Retrieval Guide – information that enables end users to navigate the ECMS and perform input and retrieval functions.
  - 2. Retrieval Guide – information that enables retrieval users to perform ECMS retrieval functions.
  - 3. Management Guide – information that enables managers/supervisors to correct index or image data.
  - 4. Technical Guide – user account management information that enables users to perform user account administration activities functions such as adding users, modifying account privileges, synchronizing IDs and passwords with Active Directory, suspending account access, and disabling accounts. May include additional technical information depending on who DHR/OTHS identifies as the training attendees.
- I. At a minimum, maintain at least four (4) scanner stations dedicated for training and/or testing purposes at all times during the course of the TO Agreement. These workstations

shall primarily be kept at the DHRIS site, but may be used for training sessions at other State sites. TO Contractor shall be required to transport these workstations at DHR's request.

- J. In the event new sites are identified and implemented during the TO Agreement, or new users are created, the TO Contractor shall provide training that is relevant to the user group's responsibilities under the T&M agreement. The TO Contractor shall work with DHR to understand training needs (number of classes required per number of users within a user group, if make-up sessions are required for absentees, format and medium, number of trainers required, class length, number of students per training class, scheduling constraints, etc.). The TO Contractor shall, with DHR's guidance, design applicable training curriculums to address each user group and develop training schedules to track each user group's participation.
- K. In conjunction with DHR management, determine any additional training needs across ECMS.

### **2.5.13 LONG RANGE PLANNING**

The TO Contractor shall:

- A. Assist in the development and updating of the long-range, comprehensive plan for DHR's IT systems, processes, technical architecture and standards (while DHR will be primarily responsible for the Long-Range IT Plan, the TO Contractor shall serve as a key collaborator).
- B. Help to understand, develop, and confirm DHR's future business and IT requirements.
- C. Identify candidates and requirements for the deployment of new technology or automation of tasks associated with the ECMS and/or DHR business processes.
- D. Proactively submit recommendations and options regarding new technology and automation to DHR for its review and approval.
- E. Seek proactively to automate manual tasks.
- F. Support DHR in the discussion and presentation of potential new technology product and service offerings to DHR customers.
- G. Facilitate and encourage active cross-functional, cross-group and cross-location coordination and communication related to new technology and automation.

### **2.5.14 SERVICE LEVEL AGREEMENT (SLA)**

The capability of DHR to provide reliable service to its customers depends on the ability of the selected TO Contractor to provide timely and accurate information. Unreliable operation of DHR's systems causes severe stress to the customers of DHR and a strong negative impact on the reputation of the State of Maryland. As a result, it is critical that the TO Contractor understand DHR's expectations around levels of system availability and timeliness of service and system performance.

The TO Contractor shall provide service at or above the defined SLAs as outlined in the **Service Level Agreements (SLA)** below, and provide monthly metrics to DHR’s TO Manager to show if these SLA standards are being met. Failure to meet SLAs as defined in this TORFP may result in DHR withholding or reducing payments to the TO Contractor.

DHR and the TO Contractor acknowledge and agree that pursuant to the terms of this TORFP and the resulting TO Agreement, the results of the calculations of the SLAs shall be adjusted for purposes of determining if a breach of the TO Agreement has occurred, to take into account any excusable delay for which the TO Contractor is not responsible pursuant to the definition provided in Section 2.6.8. The TO Contractor shall have a comprehensive approach to measuring service levels in regards to the ECMS. The TO Contractor shall define and communicate the specific methodologies utilized to achieve the SLAs requested.

<i>Severity</i>	<i>Classification</i>	<i>Definition</i>	<i>Response Availability</i>	<i>Response Time</i>	<i>Anticipated Resolution Time</i>
1	Critical/High	Total customer outage or an outage having an impact on a customer’s business, affecting the majority of users or major applications. (Examples: 1. The server is down during scheduled availability and the entire State cannot scan to the server; 2. Users across the State cannot retrieve images)	6 days/week, Mon-Fri, 7AM-8PM EST; 8AM-8PM, Saturdays	Respond to Key DHR/OTHS Personnel within fifteen (15) minutes of receiving Help Desk e-mail and/or phone call.	Communicate plan of action to Key DHR/OTHS Personnel within two (2) hours.
2	Medium	Problem affecting an individual or a small user group. An alternate bypass may be available. (Examples: 1. Scanning workstations at one site are not functional; 2. Request to add user accounts or modify privileges; 3. Authorized user has a question about application functionality).	6 days/week, Mon-Fri, 7AM-8PM EST; 8AM-8PM, Saturdays	Respond to caller within two (2) business hours of receiving the Help Desk call.	Within four (4) business hours after response time if the issue can be resolved remotely. For issues requiring onsite troubleshooting or resolution, a technician should be onsite within one (1) Business Day.

<i>Severity</i>	<i>Classification</i>	<i>Definition</i>	<i>Response Availability</i>	<i>Response Time</i>	<i>Anticipated Resolution Time</i>
3	Low	Problem that is inconvenient and not critical to customer's business. (Examples: 1. The alarm to the UPS periodically goes off and the staff member has to keep pressing the reset button; 2. The system is not automatically bringing up today's date and the worker has to keep entering the date by hand; 3. The monitor is missing pixels)	6 days/week, Mon-Fri, 7AM-8PM EST; 8AM-8PM, Saturdays	Respond to caller within two (2) business hours of receiving the Help Desk call.	Within four (4) business hours after response time if the issue can be resolved remotely. For issues requiring onsite troubleshooting or resolution, a technician should be onsite within three (3) Business Days.
4	No Urgency	Problem that requires an enhancement, but with no urgency	6 days/week, Mon-Fri, 7AM-8PM EST; 8AM-8PM, Saturdays	Respond to caller within two (2) business hours of receiving the Help Desk call.	Present enhancement request to Key DHR/OTHS Personnel within five (5) Business Days. Notify caller that their request is being reported to management for review and consideration.

<b>Category Definition</b>	<b>Criteria</b>	<b>Minimum Acceptable Service Level</b>	<b>Compliance Date</b>
ECMS System Availability	Fully Operational for Scanning and Retrieval	99.5% of the time during Hours of Operations	Immediately upon completion of transition-in.
Call Back Response Time Elapsed time from initial trouble report to call acknowledging time for response.	All incoming Help Desk Calls	Sev. 1- 100% within 15 minutes Sev. 2- Respond to caller within two (2) business hours of receiving the help desk ticket. Sev. 3 and 4- Respond to caller within two (2) business hours of receiving the help desk	Immediately upon completion of transition-in

		ticket.	
Trouble Resolution Confirmation Call – Total time elapsed to provide trouble resolution confirmation.	All problems resolved	100% within 15 minutes of trouble resolution 24x7x365	Immediately upon completion of transition-in
Call Pick-Up	All incoming Help Desk Calls	90% within 30 seconds	Immediately upon completion of transition-in
System Trouble Resolution Time to repair system and peripheral hardware.	Workstations and scanners running ECMS applications	90% within 2 hours, during Normal Hours of Operation	Immediately upon completion of transition-in
System Software Trouble Resolution Scanning and retrieval activity. Time elapsed between initial trouble call and time software is restored. System software includes operating system software, utilities, programming languages, etc. May roll back to previous version (resolution defined as production restored).	User production affected	Sev. 1- Normal hours of operation 90% within 4 hours  Sev. 2- Normal hours of operation. Monday-Friday excluding DHR holidays. 90% within 8 hours	Immediately upon completion of transition-in
Severity Tracking for all Hardware and Software incidents reported.		Required Metric- Sev. 1, Sev. 2 , Sev. 3, and Sev. 4	Immediately upon completion of transition-in.

**2.5.15 BACKUP / DISASTER RECOVERY**

The TO Contractor shall work closely with DHR and the data services/hosting vendor to provide Disaster Recovery (DR) continuity as needed. Disaster Recovery is the process of regaining access to the critical DHR data, hardware and software necessary to resume key business operations after a natural or human-induced disaster. With DHR’s reliance on data and applications, the priority is high in terms of protecting and recovering irreplaceable information and systems. Therefore, DHR requires that all systems be recoverable in the event of a disaster. Business Continuity is the effort within DHR to ensure that primary mission-essential functions continue to be performed during a wide range of emergencies, including localized acts of nature, accidents, and technological or attack-related emergencies.

According to the Maryland Administrative Code, Executive Order 01.01.1991.02, State of Maryland Emergency Management Policy, in the event of a disaster, DHR shall be available to serve as members of Maryland's Emergency Management Agency (MEMA)'s Rapid Response Team. To that end, DHR shall have a comprehensive Business Continuity of Operations strategy and preparedness plan in order to respond to the needs of MEMA and serve as part of the Rapid Response effort. These COMAR requirements are documented at:

<http://www.dsd.state.md.us/comar/getfile.aspx?file=01.01.1991.02.htm>.

In the event of a disaster, DHR's desired state to preserve Business Continuity is as follows:

- A. All critical applications shall experience data loss not to exceed eight hours, meaning one business day of entered data; and
- B. Each critical application shall be restored within two (2) Business Days to performance levels equal to or better than those experienced prior to the moment the disaster occurred.

Following restoration from the disaster point, each critical application shall continue performing with indiscernible performance degradation. Statewide network communications are restored within two (2) Business Days such that DHR may resume all service activities in accordance with DHR's role as a member of MEMA's response team, and all remaining systems no later than seven (7) Business Days from the disaster point.

The TO Contractor shall work with DHR/OTHS and the data services/hosting contractor in support of the State's DR Plan and Business Continuity Plan (BCP) during the TO Agreement period. Master Contractors may find the State's DR Plan at: <http://doit.maryland.gov/Publications/stateofmarylanddisasterplanning.pdf>. DHR will provide a copy of the State's BCP to the TO Contractor following NTP.

The TO Contractor shall follow the approved DHR DR Plan and work with the data services/hosting vendor in performing backups as required. The TO Contractor shall perform backups of the web, application, and database servers on a regular basis in coordination with OTHS and the data services/hosting contractor. This shall include daily incremental backups and full weekly backups of all volumes of servers. The TO Contractor shall retain daily backups for one (1) month, and weekly backups for two (2) years. Backups will be stored at a location separate from where the TO Contractor is operating by the TO Contractor. System backups for each of the listed servers will be on a quarterly basis, with two additional during the year, for a total of six (6) system backups per server.

#### **2.5.16 TO CONTRACTOR BUSINESS CONTINUITY PLAN**

No later than ninety (90) Calendar Days after NTP, the TO Contractor shall submit, via email in a Word document, an outline of the BCP to the TO Manager. The TO Manager shall review the outline and, if acceptable, approve it. Following approval, the TO Contractor shall work on the final plan with the understanding that it shall be delivered prior to the completion of all Transition In Activities as one of the Transition In Final Deliverables.

The BCP shall adhere to the State DR Plan guidelines available on the DoIT website (<http://doit.maryland.gov/Publications/stateofmarylanddisasterplanning.pdf>) and shall address the overall strategy as described in Section 2.5.15 above.

At a minimum, the BCP shall include:

- A. IT Disaster Declaration Criteria;
- B. Disaster Team Structure;
- C. Roles and Responsibilities;
- D. Security Measures and Procedures;
- E. Strategy to Assure Minimal Data Loss;
- F. Strategy to Assure Continuity of Operations;
- G. Levels of Response;
- H. Priorities and Procedures;
- I. Required Authorizations;
- J. Command Center Coordination and Activities;
- K. Recovery Team Functions and Activities;
- L. Key Documentation/Deliverables;
- M. Notifications and Reporting;
- N. Event Logging;
- O. Recovery Activities and Procedures;
- P. Impact to Services;
- Q. Return to Usual Technical Operations – specific to each DHR system and functional area;
- R. Return to Business Operations – recommendations for restoration of key business functions;
- S. Decision Criteria;
- T. Sign-off and Acceptance Criteria;
- U. Training;
- V. Testing;
- W. Semi-annual Testing Schedule;
- X. Participation Requirements (Contractor/DHR personnel);
- Y. Test Results Report Distribution;
- Z. Risk Management; and
- AA. Other options as applicable.

#### **2.5.17 TO CONTRACTOR - SUPPORT AND DUTIES DURING INDEPENDENT VERIFICATION AND VALIDATION (IV&V):**

Purpose: In general the purpose of an Audit or IV&V is to assess the health of a project according to certain identified objectives and may consist of the following phases or steps.

Phase 1 - IV&V: Auditing agency/firm researches and develops findings based on certain objectives. Findings are usually based on project strengths, weaknesses and recommendations on any corrective actions. The auditing agency assessment includes: Deliverables and Time of Performance, which

include: Kick-Off Meeting, IV&V Project Management Plan, IV&V Status Reports, IV&V Draft and Final Findings, and Agency Presentation.

Phase 2 – IV&V: If required, the TO Contractor shall develop a Corrective Action Plan (CAP), on behalf of DHR, in collaboration with the auditing agency and DoIT. If exercised, TO Contractor monitors and reports on DHR’s compliance with the CAP and provides on-site assistance to support the Department’s corrective actions. Examples of corrective actions include deliverables and time of performance, which include: CAPs, on-site assistance, and CAP updates.

Phase 3 – IV&V: TO Contractor shall continue monitoring agency compliance with the CAP.

TO Contractor shall work with the DHR TO Manager, during each phase, to ensure project conformity with DHR’s environment, overall IT strategic plan, and long-range vision. The TO Contractor shall cooperate with IV&V requirements set forth by DoIT or any other auditing agency/firm or even DHR’s management-consulting contractor.

## 2.6 PERFORMANCE AND PERSONNEL

### 2.6.1 WORK HOURS

- A. Business Hours Support: The TO Contractor’s collective assigned personnel shall support core business hours, 7 AM to 8 PM, Monday through Saturday. The TO Contractor’s personnel may also be required to provide occasional support outside of core business hours, including evenings, overnight, and weekends, to support: specific efforts and emergencies to resolve system repair or restoration.
- B. Scheduled Non-Business Hours Support: After hours support may be necessary to respond to IT emergency situations. Additionally, services may also involve some evening, weekend and holiday hours performing planned system upgrades in addition to core business hours. A list of State Closure Days may be found at: <http://dbm.maryland.gov/employees/Pages/StateHolidays2014.aspx>. Please note Service Reduction Days are not applicable to this TORFP and the TO Contractor’s personnel are expected to work on those days. Hours performing system upgrades shall be billed on actual time worked at the rates proposed.
- C. State-Mandated Service Reduction Days: Please note that Service Reduction Days are not applicable to this TORFP.
- D. Minimum and Maximum Hours: Full-time TO Contractor personnel shall work a minimum of 40 hours per week with starting and ending times as approved by the TO Manager. A flexible work schedule may be used with TO Manager approval, including time to support any efforts outside core business hours. TO Contractor personnel may also be requested to restrict the number of hours TO Contractor personnel can work within a given period of time that may result in less than an eight hour day or less than a 40 hour work week.

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

### **2.6.2 PERFORMANCE EVALUATION**

The TO Contractor shall issue personnel performance ratings via Performance Evaluation Form (PEF) (or other format approved by DHR) for all TO Contractor's staff including subcontractors, program managers, etc. The TO Contractor shall evaluate TO Contractor personnel performance twice a year and provide results to DHR's TO Manager. DHR reserves the right to ask for the removal of any person. See Attachment 18 for performance evaluation form example.

### **2.6.3 PERFORMANCE ISSUE MITIGATION**

Not applicable to this TORFP

### **2.6.4 SUBSTITUTION OF PERSONNEL AFTER AWARD**

During the first 180 Calendar Days of the TO, no substitutions of personnel shall be permitted unless such substitutions are necessitated by an individual's sudden illness, death, or resignation, or as otherwise approved by the DHR TO Manager. In any of these events, the Contractor shall promptly notify the DHR TO Manager.

After the initial 180 calendar day period, the substitution of personnel procedures is as follows:

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

Proposed substitute personnel shall be approved by the TO Manager. The TO Manager shall have the option to interview the proposed substitute personnel. After the interview, the TO Manager shall notify the TO Contractor of acceptance or denial of the requested substitution.

### **2.6.5 APPROVAL/REMOVAL OF SUBCONTRACTORS**

After the NTP is issued, the selected TO Contractor shall obtain prior written approval from the TO Manager for any subcontractor added and/or removed. The TO Contractor shall submit a formal request to the DHR TO Manager for review and approval. Attachment 29 shall be used for MBE subcontractors only. The Department's approval of a subcontractor shall not relieve the TO Contractor

of its obligations under this agreement. Nothing contained in this TO Agreement shall create any contractual relationship between a subcontractor or a selected TO Contractor and the Department

#### **2.6.6 ROLL-ON/ROLL-OFF OF TO CONTRACTOR STAFF**

The purpose of the Roll-On/Roll-Off procedures is to ensure a seamless transition of the TO Contractor's staff at DHR. The Roll-On process includes providing the required office space, equipment, security (facility and data) and system access to support individual job responsibilities. The reverse is true for the Roll-Off process as equipment and security badges are returned and system access is permanently revoked. The TO Contractor shall comply with DHR's Roll-On/Roll Off process, and complete all forms in a timely manner. The TO Contractor shall:

- A. Allow adequate lead time when initiating a Roll-On/Roll-Off of selected TO Contractor resources, as the process spans many areas of the DHR organization, including the processing of data and forms.
- B. For TO Contractor staff joining DHR, submit the Roll-On form no less than three days prior to the employee's start date in order to permit DHR to resolve office and equipment requirements and to create the user accounts.
- C. For TO Contractor staff leaving DHR, complete the Roll-Off form immediately upon learning of the departure.
- D. Provide a copy of the Enterprise Project Management Guide (EPMG) to all TO Contractor's staff during Roll-On and include a sign-off acknowledgement of receipt from the TO Contractor. The EPMG may be delivered in hardcopy, electronic format, or both. The actual Roll-On/Roll-Off forms and procedures are located on the DHR local intra-net site, Access to the DHR intranet will be provided to the TO Contractor following TO award.

#### **2.6.7 PREMISES AND OPERATIONAL SECURITY**

##### **A. IT Security Requirements**

- 1. The TO Contractor's failure to adhere to the requirements of Section 2.4.2 of the CATS+ RFP will result in DHR confiscating the TO Contractor's equipment.
- 2. The Contractor shall warrant to DHR that it will familiarize all TO Contractor staff with the requirements of the State's IT Security Policies and any accompanying State and Federal regulations, and shall comply with all applicable requirements in the course of the TO Agreement.
- 3. The TO Contractor shall ensure its equipment meets or exceeds DHR's standards for virus protection and security.

## B. State Security Requirements

1. Each person who is an employee or agent of the Master Contractor or subcontractor shall display his or her company identification badge at all times while on State premises. Upon request of State personnel, each such employee or agent shall provide additional photo identification.
2. The TO Contractor be responsible for safeguarding all State property provided for Contractor use. All State facilities, equipment and materials shall be secured during non-duty hours.
3. The TO Contractor employees and subcontractors may be subject to random security checks during entry and exit of State secured areas. The State reserves the right to require TO Contractor employees and subcontractors to be accompanied while on secured premises.
4. The State reserves the right to request that the TO Contractor submit proof of employment authorization of non-United States citizens prior to commencement of work under the resulting TO Agreement.
5. TO Contractor shall remove any employee from working on the resulting TO Agreement where the State of Maryland provides evidence to the TO Contractor that said employee has not adhered to the security requirements specified herein.
6. The cost of complying with all security requirements specified herein are the sole responsibilities and obligations of the TO Contractor and its subcontractors and no such costs shall be passed through to or reimbursed by the State or any of its agencies or units.

### **2.6.7.1 BACKGROUND CHECKS**

In addition to the requirements of Section 2.4.3.2 of the CATS+ Master Contract, the TO Contractor shall:

- A. Ensure the CJIS background check spans ten (10) years.
- B. Not employ any person who has been convicted of the following crimes:
  1. Child abuse;
  2. Child neglect;
  3. Spousal abuse; or
  4. Any other crime against children including possession and/or distribution of child pornography.
- C. Provide a Criminal Background Check Affidavit (Attachment 19) for each employee certifying to the Department that a background check has been performed (this shall be

performed at the TO Contractor's expense). The TO Contractor shall provide the Affidavits, via email to the TO Manager, no later than four (4) months after the NTP and annually at beginning of each Contract year. DHR reserves the right to disqualify any TO Contractor employees or subcontractors whose background checks and the on suggest conduct, involvements, and/or associations that DHR determines, in its sole discretion, to be inconsistent with the performance and/or security requirements set forth in this TORFP.

- D. Provide, upon request by DHR, the results of all security background checks. DHR reserves the right to perform additional background checks or spot audits to ensure the background checks have been completed and are current. DHR may randomly request a copy of a background check for any individual associated with the TO Agreement. The Contractor shall provide a copy of the background check within 24 hours of the request.
- E. Ensure that any replacement personnel have a background check seven (7) days before starting employment.

#### **2.6.8 EXCUSABLE DELAY DEFINED**

A delay in the performance by the TO Contractor of any obligation under the TO Contract that is caused by an event that:

- A. is beyond the reasonable control of the TO Contractor;
- B. could not reasonably have been foreseen;
- C. could not reasonably have been prevented by means reasonably available to the TO Contractor;  
and
- D. occurred without the fault or neglect of the TO Contractor.

Any event that meets one of the four criteria above will be considered an "Excusable Delay" if the TO Contractor advises DHR of the occurrence of the delay or of the likelihood of the delay no later than one (1) business day after the TO Contractor becomes aware of it. The TO Contractor shall also advise DHR, within five (5) Business Days, of all the circumstances relating to the delay and provide to DHR for approval a clear work around plan explaining in detail the steps that the TO Contractor proposes to take in order to minimize the impact of the event causing the delay.

Any delivery date or other date that is directly affected by an Excusable Delay will be postponed for a reasonable time that will not exceed the duration of the Excusable Delay.

However, if an Excusable Delay has continued for thirty (30) days or more, DHR may, by giving notice in writing to the TO Contractor, terminate the Contract in accordance with Section 16 of the CATS+ Master Contract. In such a case, DHR and the TO Contractor agree that neither will make any claim against the other for damages, costs, expected profits or any other loss arising out of the termination or the event that contributed to the Excusable Delay.

## **2.7 DELIVERABLES**

### **2.7.1 DELIVERABLE SUBMISSION**

For every deliverable, the TO Contractor shall request that the TO Manager confirm receipt of that deliverable by sending an Agency Receipt of Deliverable form (Attachment 8) with the deliverable.

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

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

For any written deliverable, the TO Manager may request a draft version of the deliverable, to comply with the minimum deliverable quality criteria listed in Section 2.7.5. Drafts of each final deliverable, except status reports, are required at least two weeks in advance of when the final deliverables are due (with the exception of deliverables due at the beginning of the project where this lead time is not possible, or where draft delivery date is explicitly specified).

### **2.7.2 DELIVERABLE ACCEPTANCE**

A final deliverable shall satisfy the scope and requirements of this TORFP for that deliverable, including the quality and acceptance criteria for a final deliverable as defined in Section 2.7.5. Deliverable Descriptions/Acceptance Criteria.

The TO Manager will have ten (10) Business Days to review a final deliverable to determine compliance with the acceptance criteria as defined for that deliverable. The TO Manager is responsible for coordinating comments and input from various team members and stakeholders. The TO Manager is also responsible for providing clear guidance and direction to the TO Contractor in the event of divergent feedback from various team members.

The TO Manager will issue to the TO Contractor a notice of acceptance or rejection of the deliverable in the DPAF (Attachment 9). If edits are requested, the TO Contractor has five (5) Business Days to update and return the edited final deliverable. The TO Manager, then, has another five (5) Business Days to approve the final deliverable. Subsequent reviews for a deliverable containing deficiencies will be limited to the original deficiencies and the portions of the deliverable that were dependent on the deficiencies. The process shall repeat until the TO Manager is satisfied with the quality of the deliverable.

Following the return of the DPAF indicating "Accepted" and signed by the TO Manager, the TO Contractor shall submit a proper invoice in accordance with the procedures in Section 2.14. The invoice shall be accompanied by a copy of the executed DPAF or payment may be withheld.

### **2.7.3 DELIVERABLE DESCRIPTIONS**

#### **A. Project Management Plan**

The TO Contractor shall submit a Project Management Plan no later than sixty (60) Calendar Days following the NTP. The Project Management Plan will define how the TO Contractor shall apply its project management methodology to achieve maximum benefit for the State. The Project Management Plan shall address, at a minimum, the following:

1. All required Deliverables and how they will be achieved;
2. Transition In/Out approach;
3. Automated tools, including application of software solutions;
4. Configuration management – approach and solution;
5. Document repository and control;
6. Calendar of events and deadlines;
7. Decision support and prioritization;
8. Project deliverable review procedures;
9. Customer/stakeholder relationship management; and,
10. Reporting of status and other regular communications with DHR, including a description of the TO Contractor’s proposed method of ensuring adequate and timely reporting of information. The TO Contractor shall produce a monthly status report of activities by the fifteenth (15<sup>th</sup>) calendar day following the close of the month. If the fifteenth (15<sup>th</sup>) day falls on a weekend or holiday, the status report shall be delivered by the business day before the fifteenth (15<sup>th</sup>) calendar day or as directed. Review and updates to this plan are expected periodically, within a maximum of six (6) month intervals or as needed.

#### **B. Staffing Plan**

The Master Contractor shall deliver an initial Staffing Plan with its proposal. The Staffing Plan shall include an organization chart showing how the TO Contractor proposes to staff the project. The Staffing Plan shall name key TO Contractor personnel and clearly describe all resource requirements positions including, but not limited to, title, function, etc.) and roles and responsibilities. The Master Contractor shall propose a Service Level Agreement as a part of the staffing plan that details the timing and methodology for acquiring Non-Key personnel. This plan shall include a performance evaluation tool which the TO Contractor shall use to measure performance of its staff. The TO Contractor shall deliver a final Staffing Plan within fifteen (15) Business Days from NTP. Review and updates to this plan are expected periodically, within a maximum of six (6) month intervals or as needed.

#### **C. Project Work Plan (PWP)**

The TO Contractor shall provide a comprehensive PWP during the operational phase, no later than 30 Calendar Days after NTP. The PWP shall, 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 PWP shall also include all major tasks that will be required to complete the project. The PWP shall be developed using MS Project 2007. The DHR TO Manager will review and approve the project plan. The TO Contractor shall update its project work plan on a weekly basis. A copy of the updated project work plan shall be provided to the DHR TO Manager by email in an MS Project format.

#### **D. Communication Plan**

The TO 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 TO Contractor shall develop an outline of the proposed content of the Communication Plan for review and comment by DHR TO Manager no later than fifteen (15) Business Days from the NTP, the Communication Plan shall be issued in draft form for review. The final Communication Plan shall be issued within five (5) Business Days of the receipt of the DHR TO Manager's comments. Review and updates to this plan are expected periodically, within a maximum of six (6) month intervals or as needed.

#### **E. Risk Management Plan**

The TO Contractor shall be responsible for developing and maintaining a thorough Risk Management Plan. The TO Contractor shall complete and submit the Risk Management Plan no later than forty-five (45) Calendar Days from the NTP. The Plan shall include the TO Contractor's approach to managing risk as well as describe the TO Contractor's understanding of risk management and define those risks it perceives for the TO Agreement and the related mitigating strategies. Review and updates to this plan are expected periodically, within a maximum of six (6) month intervals or as needed.

#### **F. QA/QC Plan**

The TO Contractor shall provide a QA/QC Plan no later than forty-five (45) Calendar Days after NTP to describe the methods, procedures, and measures followed to implement quality installations, changes, and upgrades to existing and new systems in the DHR environment. The TO Contractor shall define how quality shall be built into products and services and how continuous improvement shall be sustained and supported throughout the life of this TO Agreement. Review and updates to this plan are expected periodically, within a maximum of six (6) month intervals or as needed. The TO Contractor's QA/QC Plan shall also describe an approach to implement a QA/QC program for their deliverables.

#### **G. Configuration Management Plan**

The TO Contractor shall provide a Configuration Management Plan no later than forty-five (45) Calendar Days from NTP to describe and address the methods and tools to be used for maintenance, problem reporting, and version control to maintain software as it is being developed, and/or maintained/enhanced. The Plan shall contain strategies for build deployment, procedures for roll-back in the event of anomalies that dictate such decisions, and

recommendations for managing any system dependencies. A review and updates to this plan are expected periodically, within a maximum of six (6) month intervals or as needed.

#### **H. Weekly Status Meetings**

The TO Contractor shall conduct status meetings with DHR. During these meetings, the TO Contractor shall provide both verbal and a brief written status update including activities completed, upcoming activities, issues, and risks to the EPMO. The written status shall be submitted during the status meeting and follow format to be agreed upon during the Kickoff Meeting. The DHR TO Manager and the TO Contractor shall work together to determine the recurring day and time for this meeting. Status meetings shall begin within thirty (30) Calendar Days from the NTP.

#### **I. Deliverable Sign-Off Procedures**

The TO Contractor shall submit written acknowledgement by email that they understand and accept the deliverable sign-off procedures as described in the EPMG no later than five (5) Business Days following NTP.

#### **J. Document/Project Library**

The TO Contractor shall maintain an electronic and hard copy project library, or project libraries, as applicable. DHR expects that these libraries will contain copies of the TORFP, Contractor Proposal, TO Agreement, Deliverables (drafts, revisions, and final versions), and all final work products. These libraries will be maintained throughout the duration of the TO Agreement. At a minimum, these libraries are expected to contain all relevant project-related documentation, such as meeting minutes, meeting agendas, action item lists, risk assessments, reports, insurance certificates, problem escalation and resolution tickets, and any correspondence between the Contractor and DHR TO Manager. The TO Contractor is expected to deliver these libraries and an inventory of their contents to DHR upon conclusion of this TO Agreement.

#### **K. Meeting Minutes**

The TO Contractor shall document the outcome of all key stakeholder meetings and publish meeting minutes no later than two (2) Business Days after the meeting.

#### **L. Kick-Off Meeting**

The TO Contractor shall hold an initial meeting for all stakeholders to introduce team members and review plans for project compliance to ensure requirements are met. Kick-Off Meeting procedures and template(s) are due no later than five (5) Business Days after the NTP.

#### **M. Weekly Status Report**

The TO Contractor shall provide detailed status to the project stakeholders. Amongst the information included are overall project status, risk information, project progress and road blocks. Weekly Status Report procedures and template(s) are due within thirty (30) Calendar

Days of the NTP. Reports are due weekly thereafter. Weekly status reports in Microsoft Word, Excel, or PowerPoint formats shall be provided to the DHR TO Manager and EPMO by the close of business each Friday or as agreed upon by DHR and TO Contractor during Transition-In. As a part of the weekly status meeting, the TO Contractor shall prepare weekly manager-level reports that track key project issues, risks, action items and propose next steps and solutions if necessary for the reporting period.

#### **N. Monthly Status Reports**

The TO Contractor shall provide a detailed status to the project stakeholders. Amongst the information included are overall project status, risk information, project progress and road blocks. Monthly Meeting procedures and template(s) are due no later than thirty (30) Calendar Days after the NTP.

This report shall be submitted to the DHR TO Manager and shall accompany the monthly invoice. The monthly report shall contain, at a minimum, the following information:

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

#### **O. Preliminary Transition In Plan**

The TO Contractor shall provide a preliminary document that explains hand-shake between incoming, outgoing contractor(s) and project owner to ensure seamless transition of project tasks / activities from outgoing contractor to the TO Contractor and / or project owner. The Preliminary Transition In Plan shall be submitted to DHR’s EPMO within fourteen (14) Business Days of the NTP.

#### **P. Final Transition In Plan**

The TO Contractor shall provide a document that explains hand-shake between incoming, outgoing contractor(s) and project owner to ensure seamless transition of project tasks / activities from outgoing contractor to the TO Contractor and / or project owner. The Final Transition In Plan shall be submitted to DHR’s EPMO within forty (40) Calendar Days of the NTP.

### **Q. Transition Out Plan**

The TO Contractor shall clearly outline its approach to Transition Out activities. Transition Out activities apply to the last six (6) months of the TO Agreement period. The Master Contractor's TO Proposals shall describe the strategy to successfully accomplish a seamless transition between the TO Contractor's team and DHR and the new contractor's team and DHR. Additional information may be found in Section 2.13.2 (B).

### **R. ECMS User Account Management Standard Operation Procedures (SOPs) Document**

The TO Contractor shall establish the processes and procedures for creating, maintaining, and removing authorized accounts in ECMS System within the MD.DHR.US Domain, no later than forty-five (45) Calendar Days following NTP.

### **S. BCP**

The TO Contractor shall provide a written plan detailing the business continuity it shall use to ensure that primary mission-essential functions continue to be performed during a wide range of emergencies, including localized acts of nature, accidents, and technological or attack-related emergencies. Due no later than ninety (90) Calendar Days of NTP.

#### **2.7.4 MINIMUM DELIVERABLE QUALITY**

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

#### **2.7.5 DELIVERABLE ACCEPTANCE CRITERIA**

A written deliverable defined as a final document shall 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 shall meet the following minimum acceptance criteria:

- 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. In each section of the deliverable, includes only information relevant to that section of the deliverable.
- E. Contains content and presentation consistent with industry best practices in terms of deliverable completeness, clarity, and quality.
- F. Meets the acceptance criteria applicable to that deliverable, including any State policies, functional or non-functional requirements, or industry standards.
- G. Contains no structural errors such as poor grammar, misspellings or incorrect punctuation.

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

The below table lists the delivery schedule for the Deliverables mentioned above. The TO Contractor is expected to review and update (if needed) these Deliverables before the expiry of the transition period.

<i>Section</i>	<i>Deliverables</i>	<i>Deliverable Category</i>	<i>Delivery Date/ Response Time</i>
2.7.3.I	<b>Deliverable sign-off procedures and templates</b>	Written Deliverable	NTP + 5 Business Days
2.7.3.L	<b>Kickoff Meeting Procedures Template</b>	Written Deliverable	NTP + 5 Business Days
2.7.3.L	<b>Kickoff Meeting</b>	Non-Written Deliverable	NTP + 10 Business Days
2.7.3.O	<b>Preliminary Transition In Plan</b>	Written Deliverable	NTP + 14 Business Days
2.7.3.P	<b>Final Transition In</b>	Written Deliverable	NTP + 40 Calendar Days
2.7.3.B	<b>Initial and Final Staffing Plan</b>	Written Deliverable	Initial: With Proposal; Final: NTP + 15 Business Days
2.7.3.C	<b>Project Work Plan</b>	Written Deliverable	NTP + 30 Calendar Days, with updates due on a weekly basis thereafter.
2.7.3.N	<b>Monthly Status Report</b>	Written Deliverable	NTP + 30 Calendar Days and monthly thereafter
2.7.3.M	<b>Weekly Status Report</b>	Written Deliverable	NTP + 30 Calendar Days and weekly thereafter
2.7.3.F	<b>QA/QC</b>	Written Deliverable	NTP + 45 Calendar Days, with updates due thereafter.
2.7.3.E	<b>Risk Management Plan</b>	Written Deliverable	NTP + 45 Calendar Days, with updates due thereafter.
2.7.3.H	<b>Weekly Status Meetings</b>	Non-Written Deliverable	NTP + 30 Calendar Days and weekly thereafter
2.7.3.K	<b>Meeting Minutes</b>	Written Deliverable	Within 2 Business Days of Meeting
2.7.3.G	<b>Configuration Management</b>	Written Deliverable	NTP + 45 Calendar Days, with updates due thereafter.
2.7.3.D	<b>Communication Plan</b>	Written Deliverable	Draft: NTP + 15 Business Days Final: Due 5 Business Days following the receipt of the TO Manager's comments.
2.7.3.R	<b>ECMS User Account Management SOPs</b>	Written Deliverable	NTP + 45 Calendar Days
2.7.3.A	<b>Project Management Plan</b>	Written Deliverable	NTP + 60 Calendar Days
2.7.3.S	<b>Business Continuity Plan (BCP)</b>	Written Deliverable	NTP + 90 Calendar Days

2.7.3.Q	<b>Transition Out Plan</b>	Written Deliverable	Preliminary: 7 months prior to end date of TO Agreement Period Final: Date provided by the TO Manager
2.7.3.J	<b>Document/Project Library</b>	Written Deliverable	At minimum, 20 Business Days prior to end date of TO Agreement Period
2.5.1.K	<b>System Administration Manual</b>	Written Deliverable	During Transition-In- If the TO Contractor makes any updates to the the manual is due within 60 Calendar Days of NTP.  After Transition-In- The TO Contractor shall provide an updated manual following as needed following any system changes.

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

**2.7.6 REPORTS**

The Contractor shall provide the following reports during the term of the TO Agreement. Unless stated otherwise, all reports are to be delivered to DHR’s TO Manager. Unless stated below, the DHR TO Manager shall determine recipients, frequency, and format of all reports following NTP. At a minimum, the following reports are required under the TO Agreement:

- A. Monthly personnel reports. Through the personnel report, the TO Contractor shall provide summary descriptions of the tasks accomplished by each staff member on each development/maintenance team. The report shall identify any staffing problems, potential staff changes, and the vacation and off-site work plans of all TO Contractor’s staff for the next month. This report shall address staff training activities, issues, and plans for the subsequent month.
- B. Monthly training reports. This report shall describe any training activities that are being undertaken with the TO Contractor and State staff to keep them technologically and programmatically up to date.

- C. Weekly software changes and enhancements reports for each functional area. This report shall describe the status, progress, and/or problems related to all software modification and enhancement work that is currently in process.
- D. Weekly and/or monthly (as applicable, per initiative) software testing and migrations reports. These reports are due by close of business each Friday or as agreed upon by DHR and TO Contractor during Transition-In.
- E. Any ad-hoc or off-cycle reports to meet emergent business needs or address areas of concern. This shall include the ECMS audit logs referenced in Section 2.5.10.I
- F. Site-visit reports shall be required following any visit to a LDSS or alternate location. The reports shall be delivered no later than forty eight (48) hours after the site visit.

The TO Contractor shall provide analysis of reports, derive service enhancement recommendations, and incorporate pertinent results into information dashboards for DHR staff to enrich operational monitoring.

## **2.8 EXISTING ECMS SOFTWARE REPORTING REQUIREMENTS**

The TO Contractor shall support DHR by running the various ECMS pre-configured out-of-the-box reports. The reports facilitate day-to-day business operations for local users, managers, supervisors and system administrators for DHR to monitor the status of ECMS activities. Reporting information requests may be for daily, weekly, monthly or yearly usage. Many of the reports are currently available and shall continue to be generated as requested. Pre-configured reporting for users, managers and supervisors shall include the following broad categories of reports, but shall not be limited to: 1) Capture/Scanning Reports, 2) Retrieval/Usage Reports, 3) Retrieval/User Reports, 4) System - Security Reports and 5) Document Management Reports. Additional details on these reports are available in Attachment 25. The TO Contractor shall provide the requested report within twenty-four (24) hours of receiving a request from the TO Manager.

## **2.9 MINIMUM QUALIFICATIONS**

### **2.9.1 OFFEROR'S COMPANY MINIMUM QUALIFICATIONS**

Only those Master Contractors who meet the company minimum qualifications listed below shall be eligible for TORFP proposal evaluation.

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 in this TORFP. The Master Contractor shall demonstrate, in its proposal, that it possesses such expertise in-house or has fostered strategic alliances with other firms for providing such services.

- 1) At a minimum, Master Contractors responding to this TORFP shall have 5 years' experience providing the managerial, technical, and physical resources to manage large-scale ECMS operations as outlined in Section 2, Scope of Work. As evidence of this experience, the Master Contractor shall include with its proposal at least three (3) and no more than five (5) examples of projects or contracts the Master Contractor has completed that demonstrate its ability to

perform the requirements listed in Section 2, Scope of Work. Each example shall include contact information for the client organization complete with the following:

1. Name of organization;
  2. Point of contact name, title and telephone number;
  3. Services provided as they relate to Section 2, Scope of Work; and
  4. Start and end dates for each example project or contract. If the Master Contractor is no longer providing the services, it shall explain why not.
- 2) The company shall provide proof of certification in CMMI Level 3.

### **2.9.2 OFFEROR'S PERSONNEL MINIMUM QUALIFICATIONS**

Master Contractors shall identify key personnel to fill the following CATS+ labor categories-

- Project Manager;
- Database Manager;
- Senior Help Desk Specialist;
- Administrator, Systems;

In addition to the general educational and experience requirements contained in the CATS+ RFP, the TO Contractor shall ensure its key personnel meet the following additional qualifications for each labor category-

A. The Master Contractor's proposed Project Manager shall:

1. Have at least five (5) years of experience in managing the implementation and sustainment of an enterprise-level document imaging solution (imaging, retrieval, storage, managing image access, etc.) within the past ten (10) years.
2. Possess project life-cycle experience as the prime program or project manager on at least one (1) enterprise-level document imaging solution project.
3. Possess a current project management certification from an accredited project management program.
4. Verify experience with leading a project that uses Project Management Body of Knowledge (PMBOK) or another industry-accepted project management methodology on at least two (2) projects within the past ten (10) years.

5. Possess certification in Information Technology Infrastructure Library (ITIL).
- B. The Master Contractor's proposed Database Manager shall:
1. Have at least four (4) years of experience with Microsoft SQL Server 2008 R2 for programs or enterprise-level document imaging solution projects within the past ten (10) years.
  2. Have at least five (5) years of experience in managing the implementation and sustainment of an enterprise-level document imaging solutions (imaging, retrieval, storage, managing image access, etc.) within the past ten (10) years.
  3. Possess project life-cycle experience as the prime Database Administrator (DBA) on at least one (1) enterprise-level document imaging solutions (imaging, retrieval, storage, managing image access, etc.) project.
  4. Possess a DBA certification from an accredited institution.
- C. The Master Contractor's proposed Senior Help Desk Specialist shall:
1. Have at least five (5) years of help desk experience on COTS applications within the past ten (10) years.
  2. Possess five (5) years of experience diagnosing, troubleshooting and resolving client issues with hardware maintenance, installations and upgrades.
  3. Possess five (5) years of experience in technical call center operations providing service by communicating effectively with technical and non-technical staff during declared emergencies or disasters and have a positive customer service attitude.
  4. Possess project life-cycle experience as an analyst on at least one (1) enterprise-level document imaging solutions project (imaging, retrieval, storage, managing image access, etc).
- D. The Master Contractor's proposed Administrator, Systems shall:
1. Have at least five (5) years of experience on COTS applications within the past ten (10) years; and
  2. Possess two (5) years of experience in a computer-related field.

## **2.10 TO CONTRACTOR AND OTHER PERSONNEL OTHER REQUIREMENTS**

As stated in Section 2.1, DHR will issue Sub Task Orders to obtain resources for the following labor categories:

- Project Manager;
- Database Manager;
- Senior Help Desk Specialist;
- Junior Help Desk Specialist (2);
- Analyst, Systems (Senior);
- Network Technician (Senior);
- Administrator, Systems;
- Testing Specialist; and
- Training Specialist/Instructor.

The TO Contractor shall ensure the individuals it uses to fill these categories meet the required qualifications outlined in the CATS+ RFP. However, the TO Contractor shall ensure the Help Desk Specialists (Junior) and Network Technician (Senior) resources meet the additional requirements listed below for their respective labor categories:

A. The Master Contractor's proposed Help Desk Specialist (Junior) shall:

1. Have at least three (3) years of help desk experience on COTS applications within the past five (5) years.
2. Possess three (5) years of experience diagnosing, troubleshooting and resolving client issues with hardware maintenance, installations and upgrades.
3. Possess two (2) years of experience in technical call center operations providing service by communicating effectively with technical and non-technical staff during emergencies.
4. Possess project experience as an analyst on at least one (1) enterprise-level document imaging solutions project (imaging, retrieval, storage, managing image access, etc.).

B. The Master Contractor's proposed Network Technician (Senior) shall:

1. Possess 5+ years of Windows and Active Directory, including infrastructure design and architecture of Active Directory and Windows network solutions
2. Possess 3+ years of experience with Internet Information Server (IIS);

3. Possess 3+ years of experience with Microsoft Operations Manager (MOM) and System Center Operations Manager (SCOM);
4. Possess 3+ years of experience with TCP/IP, DNA, and CIFS network protocols and components;
5. Possess 3+ years of scripting experience;
6. Possess 3+ years of experience with hosting .NET applications;
7. Possess 3+ years of experience with Disaster Recovery and High Availability solutions; and
8. Possess 3+ years of experience with leading IT projects.

## **2.11 PROFESSIONAL DEVELOPMENT**

The TO Contractor shall ensure continuing education opportunities for the personnel provided to support this TORFP. Further, any IT services personnel obtained under this TORFP shall maintain any required professional certifications for the duration of the resulting TO. Actual course costs, travel, and related expenses are the responsibility of the TO Contractor.

## **2.12 H-1B WORK-AUTHORIZATION**

DHR will not accept H1-B candidates.

## **2.13 TRANSITION IN/OUT PERIOD**

### **2.13.1 TRANSITION IN**

The TO Contractor shall:

- A. Submit a preliminary Transition in Plan no later than 14 Business Days after NTP.
- B. Complete the Transition In Period of the ECMS no later than 2 months after NTP.
- C. The approved PWP shall establish the timeframes for the Deliverables. The Plan shall include a specific approach and schedule to transition from the current team to the TO Contractor's team and clearly identify the tasks and level of effort. The Plan shall include a clear breakdown of tasks and responsibilities, including those tasks that will be the responsibility of DHR during the transition. The Plan shall also include a section detailing how and when knowledge transfer activities will be accomplished. The Transition In Plan shall specifically address in detail:
  1. Milestones and key Deliverable dates, as shown in the PWP;
  2. The TO Contractor's personnel and their respective roles;

3. The plan shall also clearly delineate TO Contractor responsibilities and DHR responsibilities;
  4. The reporting mechanism for providing, at a minimum, ECMS weekly reports during the transition;
  5. Transition methodology;
  6. Any experience and concerns considered important and relevant from prior transitions and/or implementations;
  7. The required involvement of the incumbent TO Contractor, DHR's TO Manager and staff, other State resources, and any third-party involvement subcontracted by the TO Contractor required during the transition;
  8. Risk assessment and mitigation recommendations/solutions; and
  9. A clear set of tasks, objectives, outcomes, and timeframes to transition in-flight work activities, processes, people, services, knowledge and documentation associated with the exit of the current contractor's team and the entrance of the TO Contractor's proposed team.
- D. Conduct a Transition In Project Kick-Off Meeting at the DHRIS location, within ten (10) Business Days of NTP. The TO Contractor shall present the preliminary Transition In Plan including the project plan, project schedule, plans for submitting key transition deliverables, plans for monitoring DHR's review and approval of Deliverables, plans for all transition activities, and other areas of coordination between the current contractor, the TO Contractor, and DHR. All major stakeholders shall attend, including, but not limited to: key OTHS personnel; the current contractor's project manager; and the TO Contractor's Project Manager.
- E. Submit the final Transition In Plan to DHR's EPMO no later than 40 Calendar Days after the Kick-off Meeting for Deliverable sign-off and approval.
- F. Conduct and attend formal weekly status meetings, as agreed upon, with DHR and the current contractor, during the transition period. The TO Contractor shall generate minutes and a Status Report for each status meeting. The TO Contractor shall distribute the minutes and the report within 2 Business Days of the meeting for DHR's review and approval. In the Status Report, the TO Contractor shall address:
1. Project schedule (current status of all tasks);
  2. Near-term activities;
  3. Key Milestones and Training Activities;
  4. Deliverables (submitted, due, overdue, approval status, and payment status);
  5. Staffing levels;

6. Project risks (including mitigation status);
  7. Quality assurance (tasks and status);
  8. Issues (log of identified issues with status of each);
  9. Action items (log of items with status of each); and,
  10. Other topics requested by DHR.
- G. During the Transition In period, work quickly, because this period of time provides an opportunity for the new TO Contractor staff to gain a full understanding of the technical environment in order to provide all the services outlined in this TORFP and thereby support all system users.
- H. Job shadow the appropriate key personnel of the current contractor and attend orientation presentations by the current contractor, addressing knowledge transfer and work activity information at a high level.
- I. Have its key personnel, supervisors, team leaders and appropriate technical staff attend presentations by the current contractor and State staff addressing batch processes (daily, weekly, monthly, quarterly, and yearly), application design standards, database design, application code, and configuration management process walkthroughs. The TO Contractor staff shall complete a review of all systems documentation prior to the completion of the transition period.
- L. Attend question and answer sessions with the current contractor and advise the DHR TO Manager of any areas of concern based on previous presentations, reviews of documentation, and code walkthroughs. The current contractor, DHR and the TO Contractor shall conduct technical interchange meetings as requested by either DHR or the TO Contractor. The purpose of these meetings is to quickly resolve key technical issues that arise by assembling the appropriate DHR and TO Contractor staff to understand and resolve the issue.
- M. Have staff participate in a Performance Readiness Review (PRR). The PRR shall be comprised of a compliance review of the subtasks and deliverables included the Transition In initiative. Each deliverable shall be checked for total compliance with all required specifications of the task. The DHR TO Manager shall confirm that all staff proposed for the additional tasks listed in the TO Agreement have been oriented to DHR processes and procedures. In the event that DHR determines that any deliverables were not completed or that key personnel has not completed the transition activities, the State shall so notify the TO Contractor, allowing ten (10) Business Days for rectification by the TO Contractor. Should the TO Contractor be unable to rectify the deficiency, DHR reserves the right to terminate the TO Agreement in accordance with Section 16 of the CATS+ Master Contract.
- N. In addition to the knowledge transfer and technical activities involved in transitioning teams, time shall be dedicated to final transition tasks identified by

DHR to determine acceptance criteria and ascertain a smooth transition. This shall include:

1. At least two (2) successful monthly migrations of standard-type DHR work requests for major applications with zero defects, post-production, or if any defects were identified post-production, those defects had no visible implications to end-users.
2. At least two (2) successful supports of the month-end, month-begin process in which any issues encountered were resolved and SLAs were met.
3. Demonstrable understanding of the DHR workflow process as reflected in submission of quality work products (design specification documents, project work plans and other project-related deliverables require little or no rework).
4. Satisfactory completion of all Transition In activities.
5. Other tasks required to successfully complete the Transition In effort.

DHR's approval and acceptance of the Transition In effort shall be given after conference between DHR and the management-consulting contractor. Reviews of the TO Contractor's performance on an item shall be conducted to determine an acceptable level of accomplishment.

### **2.13.2 TRANSITION OUT**

As the TO Agreement heads towards closeout, the TO Contractor shall outline a plan for a seamless transition to a new contractor. To that end, the TO Contractor shall:

- A. Clearly outline the approach to Transition Out activities in a Transition Out Plan. Transition Out activities apply to the last six (6) months of the TO Agreement period. The TO Contractor's response shall describe the strategy to successfully accomplish a seamless transition between the TO Contractor's team and DHR and the new contractor's team and DHR.
- B. Submit a preliminary Transition Out Plan to the TO Manager seven (7) months before the end of the TO Agreement period. The Plan shall include a specific approach and schedule to transition between the TO Contractor's team and the new ECMS contractor's team, and any efforts needed between DHR's data service/hosting and application maintenance contractors. The Plan shall clearly identify the tasks and level of effort associated with each task. The Plan shall include a clear breakdown of tasks and responsibilities, including that which will be the responsibility of DHR during the transition. This Plan shall include an entire system test activity to demonstrate competency of the new contractor and capability to deliver reliable service to DHR.
- C. Report any outstanding deliverables and/or tasks and time frames for completion.
- D. Provide a strategy for ensuring that all TO Agreement documentation has been updated to reflect all changes, enhancements, modifications, etc., and has been delivered to DHR.

Documentation shall be written in plain English and be delivered by hardcopy and at least one electronic copy on CD in MS Word or applicable medium (PDF) and format at time of turnover.

- E. Assure that all required support training, and transition information has been transitioned to DHR through the oversight of the TO Manager or designee. This includes, but is not limited to:
  - 1. Help Desk Training;
  - 2. ECMS Training (input, retrieval, reports, etc.); and
  - 3. Managing ECMS User Accounts.
- F. Provide access to operating systems and applicable training during normal working hours or extended hours as required including nights, weekends, and holidays.
- G. Provide space, desks, and reasonable office support (copiers, fax machines, etc.) for appropriate transition staff of the successor contractor or DHR, as applicable.
- H. Submit a final Transition Out Plan, by the date provided by the TO Manager, that contains a description of the resources that the TO Contractor shall commit and the functions that the TO Contractor shall perform, along with time frames, in transferring the operation to the incoming contractor.
- I. Complete all turnover activities as provided for in the TO Contractor's turnover plan and within DHR-approved timeframes that shall enable the successful takeover of the operation with no delays or decreases in services.
- J. Cooperate with the incoming contractor and provide requested documentation by the defined deadline, participate in meetings, complete assigned tasks in accordance with the incoming contractor's work plan, and behave in a courteous, and professional manner at all times in order to effectuate a seamless transition.

#### **2.13.2.1 TRANSITION OUT - EXPECTATIONS**

During the Transition Out effort, the TO Contractor shall:

- A. Work cooperatively and proactively with the incoming contractor, existing DHR contractors and DHR management to facilitate a smooth and efficient transition of services.
- B. Participate fully in all meetings called by the incoming contractor as well as the TO Manager, and in addition to partnering to accomplish all tasks assigned to them, the TO Contractor shall, wherever possible, offer guidance, subject matter expertise and other consultancy services to the transition process.
- C. Work with the management-consulting contractor, which will be monitoring the Transition Out activities and providing periodic reports of progress.
- D. Work in full cooperation with the management-consulting contractor to ensure that all status reports of Transition Out activity are accurate and forthright.

- E. Work during the Transition Out period as if time is of the essence, because this period of time provides an opportunity for the new contractor's staff to gain a full understanding of the technical environment in order to provide all the services outlined in this TORFP and thereby support all system users.
- F. Deliver any requested information no later than five (5) Business Days after a request from the TO Manager.

#### **2.13.2.2 TRANSITION OUT - ACCEPTANCE CRITERIA**

The TO Contractor and the TO Manager shall jointly determine Transition Out Acceptance Criteria prior to the kick-off of the transition activities. At a minimum, Acceptance Criteria shall include:

- A. Active participation in all meetings and discussions;
- B. Delivery of requested information within five (5) Business Days or less of request;
- C. Meeting all defined due dates as determined and approved by DHR;
- D. Making recommendations throughout the Transition Out effort to mitigate risk and advocate for DHR; and
- E. Active participation and cooperation in all activities required by DHR to assess the incoming contractor's readiness and capabilities to assume complete control and management of application maintenance and enhancement services.

#### **2.14 INVOICING**

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS+ Master Contract.

##### **2.14.1 INVOICE FORMAT AND SUBMISSION**

Invoices shall be formally submitted both in hard copy original and electronically by the TO Contractor to the designated TO Manager and distribution list (to be provided) each month by the 15th business day. The invoice should include an itemized billing for all work completed and services rendered in the previous month. Invoices submitted more than thirty (30) Calendar Days late (without a written justification submitted to the TO Manager by the 15<sup>th</sup> business day), shall be reduced by 10% of original gross invoice amount and shall continue to be reduced an additional 10% of gross every subsequent 30 Calendar Days until submitted.

The TO Contractor shall submit a draft invoice along with an invoice schedule to the OTHS Compliance Office by the 10<sup>th</sup> business day of each month. The draft invoice will be reviewed by the OTHS Compliance Office for conformance to format and content. The OTHS Compliance Office will notify the TO Contractor to proceed with formal submission or request corrections along with re-submission of draft.

The monthly invoice shall include, at a minimum, the following information:

- A. Name and Address of the vendor;
- B. Account Number;
- C. Invoice number and date;
- D. Billing period/service period;
- E. TO Agreement# & Current Amendment# (i.e. OTHS/OTHS YY-###-A#);
- F. Total current charges;
- G. Total billed to date;
- H. Remittance address;
- I. Contact Name, telephone number, email address and phone number for billing inquiries;  
and
- J. Federal Identification Number or SSN; and
- K. If applicable, Name of deliverable and approved DPAF signed by the TO Manager.

The TO Contractor shall submit the original invoice, a copy of the signed DPAF and a copy of the Monthly Progress Report for payment to the TO Manager via email. Proper 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.

#### **2.15 PAYMENTS FOR UNAUTHORIZED WORK**

No payments will be made for any unauthorized services or for any unauthorized changes to the work specified in this TORFP’s Scope of Work. This includes any services performed by the TO Contractor of their own volition or at the request of an individual other than the TO Manager. Only the TO Manager is authorized to change the specifications, terms, and conditions under this effort.

#### **2.16 TIME SHEET SUBMISSION AND ACCEPTANCE**

Within three (3) business days after the 15th and last day of the month, the TO Contractor shall submit a semi-monthly timesheet for the preceding half month providing data for all resources provided under the TO.

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

- A. Title: “Time Sheet for Staff Name”
- B. Issuing company name, address, and telephone number
- C. For each employee /resource:
  - 1) Employee / resource name
  - 2) The period’s end date, e.g., “Period Ending: mm/dd/yyyy” (Periods run 1<sup>st</sup> through 15<sup>th</sup> and 16<sup>th</sup> through last day of the month):
  - 3) Tasks completed that week and the associated deliverable names and ID#s
  - 4) Number of hours worked each day
  - 5) Total number of hours worked that Period
  - 6) Period variance above or below 40 hours
  - 7) Annual number of hours planned under the TO
  - 8) Annual number of hours worked to date
  - 9) Balance of hours remaining

10) Annual variance to date (Sum of periodic variances)

D. Signature and date lines for the TO Manager

Time sheets shall be submitted to the TO Manager for approval by signature. TO Manager acceptance of timesheets shall acknowledge the accuracy of the time reported.

## **2.17 SUB TASK ORDERS**

The issuance of Sub Task Orders will be subject to Department priorities and availability of funds. There is no guarantee that the Department will issue Sub Task Orders during the term of the TO Agreement.

- A) Additional services or resources, if requested by DHR, will be provided via a Sub Task Order process. A Sub Task Order may be issued for either fixed price or time and materials (T&M) pricing. T&M Sub Task Order will be issued in accordance with pre-approved Labor Categories with the fully-loaded rates proposed in Attachment 1.
- B) The TO Manager shall e-mail a Sub Task Order Request (See Attachment 17) to the TO Contractor to provide services or resources that are within the scope of this TORFP. The Sub Task Order Request will include:
  - 1) Technical requirements and description of the service or resources needed
  - 2) Performance objectives and/or deliverables, as applicable
  - 3) Due date and time for submitting a response to the request
  - 4) Required place(s) where work must be performed
- C) The TO Contractor shall e-mail a response to the TO Manager within the specified time and include at a minimum:
  - 1) A response that details the TO Contractor's understanding of the work;
  - 2) A price to complete the Sub Task Order Request using the format provided in Attachment 17;
  - 3) A description of proposed resources required to perform the requested tasks, with CATS+ labor categories listed in accordance with Attachment 1;
  - 4) An explanation of how tasks shall be completed. This description shall include proposed subcontractors and related tasks; and
  - 5) State-furnished information, work site, and/or access to equipment, facilities, or personnel.
  - 6) The proposed personnel resources, including any subcontractor personnel, to complete the task.
- D) For a T&M Sub Task Order, the TO Manager will review the response and will confirm the proposed labor rates are consistent with this TORFP. For a fixed price Sub Task Order, the TO Manager will review the response and will confirm the proposed prices are acceptable.
- E) The TO Manager may contact the TO Contractor to obtain additional information, clarification or revision to the Sub Task Order, and will provide the Sub Task Order to the TO Procurement

Officer for approval. The TO Procurement Officer could issue a change order to the TORFP if appropriate.

- F) Proposed personnel on any type of Sub Task Order shall be approved by the TO Manager. The TO Contractor shall furnish resumes of proposed personnel specifying their intended labor category from the CATS+ Labor Categories proposed in the TO Proposal. The TO Manager shall have the option to interview the proposed personnel. After the interview, the TO Manager shall notify the TO Contractor of acceptance or denial of the personnel.
- G) The TO Contractor shall ensure that all approved personnel have a background check completed and will supply the background check affidavit (Attachment 19) as proof.
- H) The TO Manager will issue the Notice to Proceed (NTP) after the Sub Task Order is approved and/or any interviews are completed.
- I) A partial list of services within the scope of this TORFP that DHR may wish to solicit from the TO Contractor during the period of performance (POP) is provided below (DHR reserves the right to grant additional Sub Task Orders for tasks to be determined):
1. Developing, testing and integrating the SEDR data migration mechanisms to collect the data from sites.
  2. Providing maintenance support for data migration mechanisms that are developed by the TO Contractor.
  3. Implementing ECMS at additional sites not included in the DHR Site List in Attachment 1-C.
  4. Addressing the need for additional workstations or individual workstation components (such as scanners or scanner consumable kits) for existing and/or additional sites.
  5. Addressing additional, changed or deleted document types for FIA, OHEP, CSEA and other program administrations as needed.
  6. Providing additional input and retrieval, retrieval-only, management, and/or technical training for existing and/or additional sites.
  7. Providing additional training and/or system and/or training materials as specified by DHR for additional sites.
  8. Addressing additional ECMS users, which may affect licensing regulations, system performance, or system maintenance for additional sites.
  9. Providing additional management and/or technical/non-technical support personnel to address other activities not listed within this TORFP that may be required for the health of the project.
  10. Developing, testing and implementing advanced features as requested by DHR (for a partial list of possible advanced features, see Attachment 22).
- J) Through the Sub Task Order Process, the TO Contractor may be called upon to interact with the following DHR programs and partners:

1. **FIA ONLINE** is the benefit evaluation system that is a public facing, web-based application used by Maryland citizens to determine benefit eligibility. FIA Online enables Maryland residents who have human service needs to apply, renew, change, or learn about various social services programs administered by the State. FIA Online allows individuals or community representatives to access the web-based system to complete eligibility screening, access on-line applications, report changes in household circumstances, and complete the renewal process to continue their benefits. In addition, FIA Online contains information and links to community resources that may be beneficial to the individual.
2. **MD CHESSIE**, used by SSA social workers, is a web-based application that affords staff with access to client and case-level data in order to make informed decisions and act on behalf of those served by their program. MD CHESSIE provides and tracks all child welfare services. DHR has reviewed the major systems in use and has determined that MD CHESSIE has document input and retrieval functionality built into the application. Due to lack of scanning equipment, as well as a low requirement for paper documents, SSA is not currently using this functionality. In responding to this TORFP, the Master Contractor should note that while a document input and retrieval solution will not be provided to SSA, the TO Contractor shall not exclude a future ECMS integration of SSA.
3. **WORKS** is the web-based Work Programs System that enables FIA to attain its goal of helping clients achieve self-sufficiency. The system provides two important functions. First, it provides a data-entry component used in tracking clients' activities and attendance. Secondly, it provides a reporting function to assist FIA in ensuring the federally defined work participation rates are being met.
4. **HEALTH INFORMATION EXCHANGE (HIX) INITIATIVE**  
The State is in the process of designing, developing, and implementing the Health Information Exchange (HIX) application that will house Maryland's "Exchange," to expand health insurance coverage under Medicaid, Children's Health Insurance Program (CHIP), and to process Advance Premium Tax Credits (APTC) and cost-sharing reductions. The lead on this project, as well as host, is the Maryland Health Benefits Exchange (MHBE). . The goal of the project is to provide Maryland citizens the ability to enroll in Medicaid plans and to receive eligibility determinations for all Maryland Health Assistance Programs using the HIX platform. Maryland citizens (general public) will have the option of applying for coverage over the internet or by visiting a Local Health Department (LHD) or LDSS.

Maryland citizens will be able to apply for, report changes to, or enroll in coverage via the HIX portal. Over time, Maryland intends to incorporate into HIX eligibility determinations and case management services for human services programs, such as Supplemental Nutrition Assistance Program (SNAP) and Temporary Assistance for Needy Families (TANF), which are currently administered by DHR.

The design of this project integrates Modified Adjusted Gross Income (MAGI) related

categories of Medicaid, which is within CARES. The State is currently implementing the following:

- a. Establishment of a “HIX” that allows for enrollment in individual exchange plans, conducts eligibility determinations and supports case management services for APTC, cost-sharing reductions, Modified Adjusted Gross Income (MAGI)-related Medicaid categories, and CHIP.
- b. Establishment of Selected Exchange Functions and MAGI Eligibility Determinations, which consists of building the capacity for HIX to provide individuals with tools to compare qualified health plans, obtain information about those plans, enroll in an insurance product, be evaluated for APTC eligibility, cost-sharing reductions, MAGI-related Medicaid and CHIP programs. Additionally, it will provide State citizens information on the net cost of purchasing health insurance through the Exchange after APTC are applied.
- c. HIX has a document management component to its system. The document management system for HIX is a different software component from the current DHR ECMS platform. There is potential for both software platforms to integrate in the future for use throughout DHR. The TO contractor could be asked to help assist with the integration of the HIX and ECMS systems

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## SECTION 3 - TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

### 3.1 REQUIRED RESPONSE

Each Master Contractor receiving this CATS+ TORFP shall respond no later than the submission due date and time designated in the Key Information Summary Sheet. Each Master Contractor is required to submit one of two possible responses: 1) a proposal; or 2) a completed Master Contractor Feedback Form. The feedback form helps the State understand for future contract development why Master Contractors did not submit proposals. The form is accessible via the CATS+ Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu. A TO Proposal shall conform to the requirements of this CATS+ TORFP.

### 3.2 SUBMISSION

The printed TO Proposal shall be submitted by mail or hand-delivery to the TO Procurement Officer. TO Proposals shall be received by the TO Procurement Officer by the date and time specified in the Key Information Summary Sheet in order to be considered. Requests for extension of this date or time shall not be granted. Master Contractors mailing TO Proposals should allow sufficient mail delivery time to insure timely receipt by the TO Procurement Officer. TO Proposals or unsolicited amendments to TO Proposals arriving after the closing time and date will not be considered, except under the conditions identified in COMAR 21.05.02.10 B and 21.05.03.02 F. **Oral, electronic mail or facsimile TO Proposals will not be accepted.**

Master Contractors shall submit:

- A. One (1) original printed set, with signatures, of the TO Technical Proposal and Attachments (See section 3.3 below);
- B. One (1) original printed set, with signatures, of the TO Financial Proposal and Attachments (See section 3.3 below);
- C. Six (6) additional copies of the TO Technical Proposal;
- D. Six (6) additional copies of the TO Financial Proposal;
- E. One (1) CD-ROM containing the TO Technical Proposal titled “CATS+ TORFP P.O. # N00B4400085 Technical plus the Master Contractor Name”
- F. One (1) CD-ROM containing the TO Financial Proposal titled “CATS+ TORFP P.O. # N00B4400085 Financial plus the Master Contractor Name”.

**Note:** The TO Technical Proposals with Technical CD-ROM and TO Financial Proposals with Financial CD-ROM shall be submitted in separate sealed envelopes. The envelope of each Proposal and CD-ROM shall be labeled as follows:

- 1. Name of Master Contractor;
- 2. State of Maryland;
- 3. Sealed (Technical or Financial )Proposal;
- 4. CATS+ TORFP P.O. # N00B4400085; and

5. Procurement Officer: Richard Wright.

### **3.3 SUMMARY OF ATTACHMENTS**

No attachment forms shall be altered and signatures shall be clearly visible.

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

1. Minority Business Enterprise Participation (Attachments D-1 – D-2);
2. Attachment 4 – Conflict of Interest Affidavit and Disclosure;
3. Attachment 5 – Labor Classification Personnel Resume Summaries;
4. Attachment 13 – Living Wage Affidavit of Agreement;
5. Attachment 14 - Mercury Affidavit;
6. Attachment 15 – VSBE Utilization Form; and
7. Attachment 16 – Certification Regarding Investments in Iran.

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

1. Attachment 1 Price Proposal (including 1-A, B, C, and D).

### **3.4 PROPOSAL FORMAT**

A TO Proposal shall contain the following sections in order:

#### **3.4.1 TECHNICAL PROPOSAL**

A. Proposed Services

1. Executive Summary: A one-page summary describing the Master Contractor’s understanding of the TORFP scope of work (Section 2) and proposed solution.
2. Proposed Solution: A more 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. The Master Contractor’s Proposed Solution should be prepared in the same sequence as Section 2 as follows:
  - a. 2.5- Requirements;
  - b. 2.6- Performance and Personnel;
  - c. 2.7- Deliverables;
  - d. 2.8- Existing ECMS Software Reporting Requirements;
  - e. 2.9- Minimum Qualifications;
  - f. 2.10- TO Contractor and Other Personnel Other Requirements;
  - g. 2.11- Professional Development;
  - h. 2.12 H-1B Work Authorization;
  - i. 2.13- Transition In/Out Period;
  - j. 2.14-Invoicing;
  - k. 2.15-Payments for Unauthorized Work;
  - l. 2.16-Time Sheet Submission and Acceptance; and
  - m. 2.17- Sub Task Orders.

3. Draft Work Breakdown Structure (WBS): A matrix or table that shows a breakdown of the tasks required to complete the requirements and deliverables in Section 2 - Scope of Work. The WBS should reflect the chronology of tasks without assigning specific time frames or start / completion dates. The WBS may include tasks to be performed by the State or third parties, for example, independent quality assurance tasks. If the WBS appears as a deliverable in Section 2 – Scope of Work, the deliverable version will be a final version. Any subsequent versions shall be approved through a formal configuration or change management process.
4. The Master Contractor’s proposed collaboration approach to streamline system maintenance and support activities.
5. Draft Project or Work Schedule: A Gantt or similar chart containing tasks and estimated time frames for completing the requirements and deliverables in Section 2 - Scope of Work. The final schedule should come later as a deliverable under the TO after the TO Contractor has had opportunity to develop realistic estimates. The Project or Work Schedule may include tasks to be performed by the State or third parties.
6. Draft Risk Assessment: Identification and prioritization of risks inherent in meeting the requirements in Section 2 - Scope of Work. Includes a description of strategies to mitigate risks. If the Risk Assessment appears as a deliverable in Section 2 – Scope of Work, that version will be a final version. Any subsequent versions should be approved through a formal configuration or change management process.
7. Assumptions: A description of any assumptions formed by the Master Contractor in developing the Technical Proposal. Master Contractors should avoid assumptions that counter or constitute exceptions to TORFP terms and conditions.
8. Tools the TO Contractor owns and proposes for use to meet any requirements in Section 2.
9. Specific strategies for:
  - a. Assisting in the development and updating of the long-range, comprehensive plan for DHR’s IT systems, processes, technical architecture and standards. While DHR will be primarily responsible for the Long-Range IT Plan, the TO Contractor shall serve as a key collaborator.
  - b. Helping to understand, develop, and confirm DHR’s future business and IT requirements.
  - c. Identifying candidates and requirements for the deployment of new technology or automation of tasks associated with the ECMS and/or DHR business processes.
  - d. Proactively submitting recommendations and options regarding new technology and automation to DHR for its review and approval.
  - e. Seeking proactively to automate manual tasks.
  - f. Supporting DHR in the discussion and presentation of potential new technology product and service offerings.
  - g. Facilitating and encouraging active cross-functional, cross-group and cross-location coordination and communication related to new technology and automation.

- h. Providing support for all software versions and release levels that exist at the inception of the TO Agreement, unless otherwise directed by DHR.
- i. Supporting the technical requirements of future system expansion requirements.

**B. Compliance with Minimum Requirements**

Offerors will complete the following table to demonstrate compliance with the Offeror’s Company Minimum Requirements in Section 2.9.

Reference	Offeror Company Minimum Requirement	Evidence of Compliance
2.9.1	<p>A description of the Offeror’s qualifications shall clearly show the following:</p> <ul style="list-style-type: none"> <li>A. Possess 5 years’ experience providing the managerial, technical, and physical resources to manage large-scale ECMS operations as outlined in Section 2, Scope of Work.</li> <li>B. Possess Level 3 CMMI certification.</li> </ul>	

**C. Proposed Personnel and TORFP Staffing**

Offeror shall propose exactly four (4) key resources in response to this TORFP.

1. Complete and provide Attachment 5 – Labor Classification Personnel Resume Summary for each proposed key resource listed in Section 2.1 (form LC1). The information should show:
  - a. In Form LC1 - Each proposed person’s skills and experience as they relate to the Master Contractor’s proposed solution and Section 2 – Scope of Work.
2. Provide evidence proposed personnel possess the required certifications in accordance with Section 2.9.2, Offeror’s Personnel Minimum Qualifications.
3. Provide three (3) references per proposed personnel containing the information listed in Attachment 5, Form LC1 section A.
4. Provide a Staffing Management Plan that demonstrates how the Offeror will provide resources in addition to the personnel requested in this TORFP, and how the TO Contractor Personnel shall be managed. Include:

- a) Planned team composition by role (**Important! Identify specific names and provide history only for the proposed key resources required for evaluation of this TORFP**);
- b) Process and proposed lead time for locating and bringing on board resources that meet TO needs;
- c) Supporting descriptions for all labor categories proposed in response to this TORFP;
- d) The Master Contractor shall propose a Service Level Agreement as part of the staffing plan that details the timing and methodology for acquiring Non-Key personnel.
- e) Description of approach for quickly substituting qualified personnel after start of TO; and
- f) The names and titles of the Master Contractor's management staff who will supervise the personnel and quality of services rendered under this TO Agreement.
- g) Proposed personnel on any type of Sub Task Order shall be approved by the TO Manager.
- h) As part of the Sub Task Order process, the TO Contractor shall furnish resumes of proposed personnel specifying their intended labor category from the CATS+ Labor Categories proposed in the TO Proposal. The TO Manager shall have the option to interview the proposed personnel. After the interview, the TO Manager shall notify the TO Contractor of acceptance or denial of the personnel.
- i) The TO Contractor shall ensure that all approved personnel have a background check completed and will supply the background check affidavit (Attachment 19) as proof.

D. MBE, SBE Participation and VSBE Participation

1. Submit completed Minority Business Enterprise Participation Affidavits (Attachments D-1 – and D-2)
2. Submit a completed VSBE Utilization Form (Attachment 15-V-1).
3. The Master Contractor shall be a Small Business Enterprise (SBE) certified entity.

E. Subcontractors

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

F. Overall Master Contractor team organizational chart

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

G. Master Contractor and Subcontractor Experience and Capabilities

1. Provide up at least three (3), but no more than five (5) examples of engagements or contracts the Master Contractor has completed that demonstrate its ability to comply with the requirements in Section 2 - Scope of Work. Include contact information for each client organization complete with the following:
  - a) Name of organization.
  - b) Point of contact name, title, email and telephone number (point of contact shall be accessible and knowledgeable regarding experience).
  - c) Services provided as they relate to Section 2 - Scope of Work.
  - d) Start and end dates for each example engagement or contract.
  - e) Current Master Contractor team personnel who participated on the engagement.
  - f) If the Master Contractor is no longer providing the services, explain why not.
2. State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any entity of the State of Maryland.
3. For each identified contract/TO Agreement, the Master Contractor shall provide the following:
  - a) Contract or task order name.
  - b) Name of organization.
  - c) Point of contact name, title, email, and telephone number (point of contact shall be accessible and knowledgeable regarding experience).
  - d) Start and end dates for each engagement or contract. If the Master Contractor is no longer providing the services, explain why not.
  - e) Dollar value of the contract.

- f) Whether the contract was terminated before the original expiration date.
- g) Whether any renewal options were not exercised.

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

#### H. State Assistance

Provide an estimate of expectation concerning participation by State personnel.

#### I. Confidentiality

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

#### J. Proposed Facility

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

#### K. Financial Responsibility and Stability

This section shall contain information to show that the Master Contractor has the capacity in all respects to perform fully the Contract requirements and the fiscal integrity and reliability to assure good faith performance. Examples of information that may be used to demonstrate requisite responsibility and stability include:

1. Audited financial statements (for the Master Contractor only) for the past three years,
2. Dun and Bradstreet report and rating,
3. Line of Credit from a Financial Institution approved by the State Treasurer, or
4. Evidence of no less than six (6) months of working capital.

If an Master Contractor that seeks to perform or provide the services required by this RFP is the subsidiary of another entity, all information submitted by the Master Contractor, such as but not limited to, references and financial reports, shall pertain exclusively to the Master Contractor, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Master Contractor's Proposal shall contain an explicit statement that the parent organization will guarantee the performance of the subsidiary.

In addition, the Master Contractor shall describe any docketed or adjudicated civil or criminal litigation that could have a financial impact on the company.

All financial information that is not otherwise publicly available, received in response to this section will be maintained as confidential information releasable only to those evaluating the technical Proposal. Other than the Procurement Officer, persons who will be given access to this information for evaluation purposes will have signed a Confidentiality Statement.

### **3.4.2 TO FINANCIAL PROPOSAL**

The financial response of the proposal shall include:

- A. A description of any assumptions on which the Master Contractor's TO Financial Proposal is based (Assumptions shall not constitute conditions, contingencies, or exceptions to the Price Sheet).
- B. Completed Financial Sheet - Attachment 1 including:

The Master Contractor's indication, on Attachments 1-A and 1-B of the appropriate Labor Categories being proposed, Fully-Loaded Hourly Labor Category Rates for the TO Contract for the base period and the two (2) one year renewal options – as well Fully-Loaded Hourly Labor Category Rates for T&M Services. Proposed rates are not to exceed the rates defined in the Master Contract. Master Contractors shall also submit Attachment 1-C, which lists fixed pricing for the Technology Refresh, and Attachment 1-D, which provides a summary of pricing provided on Attachments 1-A and 1-C, and will be used for evaluation purposes.. Prices shall be valid for 120 days.

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## **SECTION 4 TASK ORDER AWARD PROCESS**

### **4.1 OVERVIEW**

The TO Contractor will be selected from among all eligible Master Contractors within the appropriate Functional Area responding to the CATS+ TORFP. In making the TO Agreement award determination, DHR will consider all information submitted in accordance with Section 3

### **4.2 TO PROPOSAL EVALUATION CRITERIA**

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

- A. The overall experience, capability and references for the Master Contractor as described in the Master Contractor's TO Technical Proposal.
- B. The Master Contractor's overall understanding of the TORFP Scope of Work – Section 2. Level of understanding will be determined by the quality and accuracy of the TO Technical Proposal in adherence to Section 3.4.1.
- C. The capability of the proposed resources to perform the required tasks and produce the required deliverables in the TORFP Scope of Work – Section 2. Capability will be determined from each proposed individual's resume, reference checks, and oral presentation (See Section 1.4 Oral Presentations/Interviews).
- D. The ability for the Master Contractor to meet staffing expectations relative to supplying additional personnel for this TORFP meeting qualifications in Section 2.10.
- E. Demonstration of how the Master Contractor plans to staff the task order at the levels set forth in Section 2.1 and also for potential future resource requests.

### **4.3 SELECTION PROCEDURES**

- A. TO Proposals will be assessed throughout the evaluation process for compliance with the minimum qualifications listed in Section 2 of this TORFP, and quality of responses to Section 3.4.1 TO Technical Proposal.
- B. For TO Proposals deemed technically qualified, the associated TO Financial Proposal will be opened. All others will be deemed not reasonably susceptible for award and the TO Procurement Officer will notify the Master Contractor it has not been selected to perform the work.
- C. Qualified TO Financial Proposal responses will be reviewed and ranked from lowest to highest price proposed.
- D. The most advantageous TO Proposal considering both the technical and financial submissions shall be selected for TO award. In making this selection, technical merit has greater weight than financial merit.

- E. All Master Contractors submitting a TO Proposal shall receive written notice from the TO Procurement Officer identifying the awardees.

#### **4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT**

Commencement of work in response to a TO Agreement shall be initiated only upon issuance of a fully executed TO Agreement, a Non-Disclosure Agreement (TO Contractor), a Criminal Background Check Affidavit for all TO Contractor personnel named in the proposal, a Purchase Order, and by a Notice to Proceed authorized by the TO Procurement Officer. See Attachment 7 Notice to Proceed (sample).

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**LIST OF ATTACHMENTS**

Attachment Label	Attachment Name	Applicable to this TORFP?	Submit with Proposal?*(Submit, Do Not Submit, N/A)
Attachment 1-A, 1-B, 1-C, and 1-D	Price Proposal (Attachment 1-C provided in a separate Excel file.)	Applicable	Submit with TO Financial Proposal
Attachment 2	Minority Business Enterprise Participation (Attachments D-1 – D-7)	Applicable	Submit with TO Technical Proposal
Attachment 3	Task Order Agreement (TO Agreement)	Applicable	Do Not Submit with Proposal
Attachment 4	Conflict of Interest Affidavit and Disclosure	Applicable	Submit with TO Technical Proposal
Attachment 5	Labor Classification Personnel Resume Summary	Applicable	Submit with TO Technical Proposal
Attachment 6	Pre-Proposal Conference Directions	Applicable	Do Not Submit with Proposal
Attachment 7	Notice to Proceed (Sample)	Applicable	Do Not Submit with Proposal
Attachment 8	Agency Receipt of Deliverable Form	Applicable	Do Not Submit with Proposal
Attachment 9	Agency Deliverable Product Acceptance Form (DPAF)	Applicable	Do Not Submit with Proposal
Attachment 10	Non-Disclosure Agreement (Offeror/Master Contractor)	Applicable	Do Not Submit with Proposal
Attachment 11	Non-Disclosure Agreement (TO Contractor)	Applicable	Do Not Submit with Proposal
Attachment 12	TO Contractor Self-Reporting Checklist	Applicable	Do Not Submit with Proposal
Attachment 13	Living Wage Affidavit of Agreement	Applicable	Submit with TO Technical Proposal
Attachment 14	Mercury Affidavit	Applicable	Submit with Technical Proposal
Attachment 15	Veteran Owned Small Business Enterprise Utilization Affidavit	Applicable	Submit with Technical Proposal
Attachment 16	Certification Regarding Investments in Iran	Applicable	Submit with TO Technical Proposal
Attachment 17	Sub Task Order Template	Applicable	Do Not Submit with Proposal
Attachment 18	Performance Evaluation Form	Applicable	Do Not Submit with Proposal

Attachment 19	Criminal Background Check Affidavit	Applicable	Do Not Submit with Proposal
Attachment 20	Glossary	Applicable	Do Not Submit with Proposal
Attachment 21	Work Order Trends	Applicable	Do Not Submit with Proposal
Attachment 22	ECMS Advanced Features	Applicable	Do Not Submit with Proposal
Attachment 23	IRS Contractor Awareness Acknowledgement	Applicable	Do Not Submit with Proposal
Attachment 24	MD Employee Awareness Acknowledgement	Applicable	Do Not Submit with Proposal
Attachment 25	User, Manager & Supervisor Reports	Applicable	Do Not Submit with Proposal
Attachment 26	Overview of Current Networking Architecture	Applicable	Do Not Submit with Proposal
Attachment 27	Certificate of HIPAA Compliance	Applicable	Submit with Technical Proposal
Attachment 28	DHR Dress Code	Applicable	Do not Submit with Technical Proposal
Attachment 29	MBE Participation Schedule (for Use with MBE Amendments Only)	Applicable	Do Not Submit with Technical Proposal
Attachment 30	DHR Hardware Standards	Applicable	Do Not Submit with Technical Proposal

## **ATTACHMENT 1 - PRICE PROPOSAL**

### **PRICE PROPOSAL FOR CATS+ TORFP P.O. # N00B4400085**

This section describes the format and content of Master Contractor's pricing response. The following information is intended to provide Master Contractor's with a format for submitting price quotations that will facilitate the evaluation of responses by DHR. Price quotations shall be submitted in the format specified. Responses that do not provide price proposals in the required format may be rejected at the option of DHR. Unless noted otherwise, prices quoted shall apply for the duration of the TO Agreement executed as a result of this TORFP.

### **ECMS OPERATION AND MAINTENANCE PRICING**

Master Contractors shall complete Attachment 1-A operation and maintenance services by inserting their fully-loaded (all-inclusive) labor rate for each labor category in Column A and multiplying that rate by the number of hours listed in Column B. This will yield a Total Proposed Price for each labor category. The sum of the Total Proposed Prices will result in a Total Proposed Price for each TO Agreement period (3-year base, plus two (2) one-year option periods).

Master Contractors should note that:

1. The hours listed in Column B do not represent or limit the number of hours that may be expended for O&M Services. The information in this column is only used as a means to help obtain a price for evaluation purposes. Also, proposed labor rates shall not exceed the maximum for the CATS+ Master Contract year in effect on the TO Proposal due date.
2. Pricing provided during the option periods shall be fixed for the duration of that period.
3. If DHR exercises the options, it shall operate under the same terms and conditions as outlined in the TO Agreement.

### **SUB TASK ORDER REQUESTS**

As described in Section 2.17 DHR may issue Sub Task Orders for T&M Services.

To address these needs, the Offeror shall complete the T&M Labor Rate Sheet (Attachment 1-B). The T&M Labor Rate Sheet shall include fixed, fully-loaded rates per labor category, as specified by DHR, for each TO Agreement Period.

This information is only used as a means to obtain an estimated price/cost of work requested under a Sub Task Order. This Rate Sheet shall also govern the cost for any work that requires a TO Agreement modification for additional development, enhancement, or major modifications that exceed the scope of the TO Agreement or available TO Agreement hours. Although DHR expects discounts on the rates proposed, the Offeror shall propose the maximum rate per labor category. The price for T&M Labor as calculated on the T&M Labor Rate Sheet shall not be included in the Total Evaluated Price on Attachment 1-D.

**TECHNOLOGY REFRESH**

As described in section 2.5.7.3, DHR requires a technology refresh of all ECMS equipment. Master Contractors shall submit pricing for this requirement on Attachment 1-C by inserting unit prices, in Row 2, for each piece of equipment. After inputting the unit prices, the spreadsheet will automatically calculate the Master Contractor's total proposed price for the technology refresh.

**PRICING SUMMARY**

Master Contractors shall complete the Summary-Level Pricing Sheet (Attachment 1-D), which includes subtotals and totals, from Attachments 1-A and 1-C, to provide one Total Evaluated Price.

**ATTACHMENT 1A PRICE PROPOSAL**

PRICE PROPOSAL FOR CATS+ TORFP # N00B4400085

The total class hours (Column B) are not to be construed as “guaranteed” hours; the total number of hours is an estimate only for purposes of price sheet evaluation.

A year for this task order shall be calculated as one calendar year from NTP. **Labor Rate**

**Maximums:** The maximum labor rate that may be proposed for any CATS+ Labor Category shall not exceed the maximum for the CATS+ Master Contract year in effect on the TO Proposal due date.

Job Title from TORFP	CATS+ Labor Category	Hourly Labor Rate	Total Hours	Total Proposed Price
<b>Three (3) Year Base – Year 1</b>				
Project Manager - <b>Key</b>	Project Manager	\$	1960	\$
Administrator, Systems - <b>Key</b>	Administrator, Systems	\$	1960	\$
Database Manager - <b>Key</b>	Database Manager	\$	1960	\$
Senior Help Desk Specialist (2 Resources, but only 1 is <b>Key</b> )	Senior Help Desk Specialist	\$	3920	\$
Applications Development Expert	Applications Development Expert	\$	1960	\$
Analyst, Systems (Senior)	Analyst, Systems (Senior)	\$	1960	\$
Network Technician (Senior)	Network Technician (Senior)	\$	1960	\$
<b>Three (3) Year Base – Year 2</b>				
Project Manager - <b>Key</b>	Project Manager	\$	1960	\$
Administrator, Systems - <b>Key</b>	Administrator, Systems	\$	1960	\$
Database Manager - <b>Key</b>	Database Manager	\$	1960	\$
Senior Help Desk Specialist (2 Resources, but only 1 is <b>Key</b> )	Senior Help Desk Specialist	\$	3920	\$
Applications Development Expert	Applications Development Expert	\$	1960	\$
Analyst, Systems (Senior)	Analyst, Systems (Senior)	\$	1960	\$
Network Technician (Senior)	Network Technician (Senior)	\$	1960	\$
<b>Three (3) Year Base – Year 3</b>				
Project Manager - <b>Key</b>	Project Manager	\$	1960	\$

Job Title from TORFP	CATS+ Labor Category	Hourly Labor Rate	Total Hours	Total Proposed Price
Administrator, Systems - <b>Key</b>	Administrator, Systems	\$	1960	\$
Database Manager - <b>Key</b>	Database Manager	\$	1960	\$
Senior Help Desk Specialist (2 Resources, but only 1 is <b>Key</b> )	Senior Help Desk Specialist	\$	3920	\$
Applications Development Expert	Applications Development Expert	\$	1960	\$
Analyst, Systems (Senior)	Analyst, Systems (Senior)	\$	1960	\$
Network Technician (Senior)	Network Technician (Senior)	\$	1960	\$
		<b>Proposed Price- 3 Yr. Base Period</b>		\$
<b>Option Year 1</b>				
Project Manager - <b>Key</b>	Project Manager	\$	1960	\$
Administrator, Systems - <b>Key</b>	Administrator, Systems	\$	1960	\$
Database Manager - <b>Key</b>	Database Manager	\$	1960	\$
Senior Help Desk Specialist (2 Resources, but only 1 is <b>Key</b> )	Senior Help Desk Specialist	\$	3920	\$
Applications Development Expert	Applications Development Expert	\$	1960	\$
Analyst, Systems (Senior)	Analyst, Systems (Senior)	\$	1960	\$
Network Technician (Senior)	Network Technician (Senior)	\$	1960	\$
		<b>Proposed Price- Option Yr. 1</b>		\$
<b>Option Year 2</b>				
Project Manager - <b>Key</b>	Project Manager	\$	1960	\$
Administrator, Systems - <b>Key</b>	Administrator, Systems	\$	1960	\$
Database Manager - <b>Key</b>	Database Manager	\$	1960	\$
Senior Help Desk Specialist (2 Resources, but only 1 is <b>Key</b> )	Senior Help Desk Specialist	\$	3920	\$
Applications Development Expert	Applications Development Expert	\$	1960	\$

Job Title from TORFP	CATS+ Labor Category	Hourly Labor Rate	Total Hours	Total Proposed Price
Analyst, Systems (Senior)	Analyst, Systems (Senior)	\$	1960	\$
Network Technician (Senior)	Network Technician (Senior)	\$	1960	\$
		<b>Proposed Price- Option Yr. 2</b>		\$
		<b>Total Proposed Price</b>		\$

\_\_\_\_\_  
Authorized Individual Name

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Tax ID #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

## ATTACHMENT 1B – PRICE PROPOSAL

PRICE PROPOSAL (TIME AND MATERIALS) FOR CATS+ TORFP # N00B4400085

**Labor Rate Maximums:** The maximum labor rate that may be proposed for any CATS+ Labor Category shall not exceed the maximum for the CATS+ Master Contract year in effect on the TO Proposal due date.

The hours to be completed based on an hourly labor rate as listed in this Attachment 1B shall be executed via a Sub-Task Order as described in Section 2.17 of this document. Any additional resources for labor categories listed in Attachment 1A will be acquired at the rates proposed in Attachment 1A.

Job Title from TORFP	CATS+ Labor Category	Hourly Labor Rate (A)
<b>Three (3) Year Base – 1<sup>st</sup> Year</b>		
Testing Specialist	Testing Specialist	\$
Training Specialist/Instructor	Training Specialist/Instructor	\$
<b>Three (3) Year Base – 2<sup>nd</sup> Year</b>		
Testing Specialist	Testing Specialist	\$
Training Specialist/Instructor	Training Specialist/Instructor	\$
<b>Three (3) Year Base – 3<sup>rd</sup> Year</b>		
Testing Specialist	Testing Specialist	\$
Training Specialist/Instructor	Training Specialist/Instructor	\$
<b>Option Year 1</b>		
Testing Specialist	Testing Specialist	\$
Training Specialist/Instructor	Training Specialist/Instructor	\$
<b>Option Year 2</b>		
Testing Specialist	Testing Specialist	\$
Training Specialist/Instructor	Training Specialist/Instructor	\$

\_\_\_\_\_  
Authorized Individual Name

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Tax ID #

---

Signature

---

Date

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

## **ATTACHMENT 1-C – PRICE PROPOSAL FOR TECHNOLOGY REFRESH**

**Attachment 1-C is a stand-alone, formulated MS Excel file which is to be distributed separate from this MS Word document.**

**ATTACHMENT 1D – SUMMARY LEVEL PRICING PROPOSAL**

PRICE PROPOSAL FOR CATS+ TORFP # N00B4400085

<b>Total Price from Attachment 1-A</b>	<b>\$</b>
<b>Total Price from Attachment 1-C</b>	<b>\$</b>
<b>GRAND TOTAL EVALUATED PRICE</b>	<b>\$</b>

## **ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS**

The Minority Business Enterprise (MBE) subcontractor participation goal for this solicitation is 35%.

### **TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING REQUIREMENTS**

**CATS+ TORFP # N00B4400085**

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

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

subcontractor is utilized. Failure to comply with the MBE contract provisions and reporting requirements may result in sanctions, as provided by COMAR 21.11.03.13.

## ATTACHMENT 2 D-1 MDOT CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT

This form and Form D-2 **MUST BE** included with the bid or offer for any TORFP with an MBE goal greater than 0%. If the Bidder or Offeror fails to complete and submit this form with the bid or offer as required, the procurement officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

In conjunction with the bid or offer submitted in response to Solicitation No. \_\_\_\_\_, I affirm the following:

1.  I acknowledge and intend to meet the overall certified Minority Business Enterprise (MBE) participation goal of \_\_\_\_ percent and, if specified in the solicitation, the following subgoals (complete for only those subgoals that apply):

\_\_\_\_ percent African American                      \_\_\_\_ percent Asian American  
\_\_\_\_ percent Hispanic American                      \_\_\_\_ percent Woman-Owned

Therefore, I will not be seeking a waiver pursuant to COMAR 21.11.03.11.

OR

- I conclude that I am unable to achieve the MBE participation goal and/or subgoals. I hereby request a waiver, in whole or in part, of the overall goal and/or subgoals. Within 10 Business Days of receiving notice that our firm is the apparent awardee, I will submit all required waiver documentation in accordance with COMAR 21.11.03.11.
2. I understand that if I am notified that I am the apparent awardee of a TORFP, I must submit the following additional documentation as directed in the TORFP.
- Outreach Efforts Compliance Statement (D-3)
  - Subcontractor Project Participation Certification (D-4)
  - Any other documentation, including D-7 waiver documentation, if applicable, required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal.

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

3. In the solicitation of subcontract quotations or offers, MBE subcontractors were provided not less than the same information and amount of time to respond as were non-MBE subcontractors.
4. Set forth below are the (i) certified MBEs I intend to use and (ii) the percentage of the total contract amount allocated to each MBE for this project and the items of work each MBE will provide under the contract. I hereby affirm that the MBE firms are only providing those items of work for which they are MDOT certified.

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

\_\_\_\_\_  
Bidder/Offeror Name  
(please print or type)

\_\_\_\_\_  
Signature of Affiant

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT 2 D-2 MBE PARTICIPATION SCHEDULE**

Prime Contractor: (Firm Name, Address, Phone)	Project Description:
Project Number:	

List Information For Each Certified MBE Subcontractor On This Project

Minority Firm Name MBE Certification Number  FEIN Identify the Applicable Certification Category (For Dually Certified Firms, Check Only One Category)  <input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Woman-Owned <input type="checkbox"/> Other
Percentage of Total Contract Value to be provided by this MBE _____% Description of Work to Be Performed:
Minority Firm Name MBE Certification Number  FEIN Identify the Applicable Certification Category (For Dually Certified Firms, Check Only One Category)  <input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Woman-Owned <input type="checkbox"/> Other
Percentage of Total Contract Value to be provided by this MBE _____% Description of Work to Be Performed:
Minority Firm Name MBE Certification Number  FEIN Identify the Applicable Certification Category (For Dually Certified Firms, Check Only One Category)  <input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Woman-Owned <input type="checkbox"/> Other
Percentage of Total Contract Value to be provided by this MBE _____% Description of Work to Be Performed:
Minority Firm Name MBE Certification Number  FEIN Identify the Applicable Certification Category (For Dually Certified Firms, Check Only One Category)  <input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Woman-Owned <input type="checkbox"/> Other
Percentage of Total Contract Value to be provided by this MBE _____% Description of Work to Be Performed:

Continue on a separate page, if needed.

Summary

Total African-American MBE Participation: \_\_\_\_\_ %  
Total Asian American MBE Participation: \_\_\_\_\_ %  
Total Hispanic American MBE Participation: \_\_\_\_\_ %  
Total Woman-Owned MBE Participation: \_\_\_\_\_ %  
Total Other Participation: \_\_\_\_\_ %  
Total All MBE Participation: \_\_\_\_\_ %

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

\_\_\_\_\_  
Bidder/Offeror Name  
(please print or type)

\_\_\_\_\_  
Signature of Affiant

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**SUBMIT AS INSTRUCTED IN TORFP**



**ATTACHMENT 2 D-4 MBE Subcontractor Project Participation Certification**

Please complete and submit one form for each MDOT certified MBE listed on Attachment D-1 within 10 working days of notification of apparent award.

\_\_\_\_\_ (prime contractor) has entered into a contract with  
\_\_\_\_\_ (subcontractor) to provide services in connection with the Solicitation described below.

Prime Contractor Address and Phone	Project Description
Project Number	Total Contract Amount \$
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Percentage of Total Contract	

The undersigned Prime Contractor and Subcontractor hereby certify and agree that they have fully complied with the State Minority Business Enterprise law, State Finance and Procurement Article §14-308(a)(2), Annotated Code of Maryland which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a bid or proposal and:

- (1) fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority business enterprise in its bid or proposal;
- (2) fail to notify the certified minority business enterprise before execution of the contract of its inclusion of the bid or proposal;
- (3) fail to use the certified minority business enterprise in the performance of the contract; or
- (4) pay the certified minority business enterprise solely for the use of its name in the bid or proposal.

**Prime Contractor Signature**

By: \_\_\_\_\_  
Name, Title  
Date

**Subcontractor Signature**

By: \_\_\_\_\_  
Name, Title  
Date

**aid/Unpaid MBE Invoice Report**

Maryland Department of Information Technology

Minority Business Enterprise Participation

Prime Contractor Paid/Unpaid MBE Invoice Report

Report #: _____ Reporting Period (Month/Year): _____ <b>Report is due to the MBE Officer by the 10th of the month following the month the services were provided.</b> <b>Note: Please number reports in sequence</b>	Contract #: _____ Contracting Unit: _____ Contract Amount: _____ MBE Subcontract Amt: _____ Project Begin Date: _____ Project End Date: _____ Services Provided: _____
---	--

Prime Contractor:		Contact Person:	
Address:			
City:		State:	ZIP:
Phone:	FAX: Email:		
Subcontractor Name:		Contact Person:	
Phone:	FAX:		
Subcontractor Services Provided:			
List all payments made to MBE subcontractor named above during this reporting period:		List dates and amounts of any outstanding invoices:	
Invoice#	Amount	Invoice #	Amount
1.		1.	
2.		2.	
3.		3.	
4.		4.	
Total Dollars Paid:		Total Dollars Unpaid:	
\$ _____		\$ _____	
<b>**If more than one MBE subcontractor is used for this contract, you must use separate D-5 forms.</b> <b>**Return one copy (hard or electronic) of this form to the following addresses (electronic copy with signature and date is preferred):</b>			
(TO MANAGER OF APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS)		(AGENCY MBE LIASION OR APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS)	

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

*This form must be completed by MBE subcontractor*

Minority Business Enterprise Participation

Report#: _____	Contract #
Reporting Period (Month/Year): _____	Contracting Unit:
<b>Report is due by the 10th of the month following the month the services were performed.</b>	MBE Subcontract Amount:
	Project Begin Date:
	Project End Date:
	Services Provided:

MBE Subcontractor Name:		
MDOT Certification #:		
Contact Person:		Email:
Address:		
City:		State: ZIP:
Phone:	FAX:	
Subcontractor Services Provided:		
List all payments received from Prime Contractor during reporting period indicated above.		List dates and amounts of any unpaid invoices over 30 days old.
Invoice Amount	Date	Invoice Amount Date
1.		1.
2.		2.
3.		3.
4.		4.
Total Dollars Paid: \$ _____		Total Dollars Unpaid: \$ _____
Prime Contractor:		Contact Person:
**Return one copy of this form to the following address (electronic copy with signature & date is preferred):		
TO MANAGER OF APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS)		(AGENCY MBE LIASION OR APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Required)

## **ATTACHMENT 2 D-7- Code of Maryland Regulations (COMAR)**

Title 21, State Procurement Regulations (regarding a waiver to a Minority Business Enterprise subcontracting goal)

### **COMAR 21.11.03.11 - Waiver.**

- A. If, for any reason, the apparent successful bidder or offeror is unable to achieve the contract goal for certified MBE participation, the bidder or offeror may request, in writing, a waiver to include the following:
- 1) A detailed statement of the efforts made to select portions of the work proposed to be performed by certified MBEs in order to increase the likelihood of achieving the stated goal;
  - 2) A detailed statement of the efforts made to contact and negotiate with certified MBEs including:
    - a) The names, addresses, dates, and telephone numbers of certified MBEs contacted, and
    - b) A description of the information provided to certified MBEs regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed;
  - 3) As to each certified MBE that placed a subcontract quotation or offer that the apparent successful bidder or offeror considers not to be acceptable, a detailed statement of the reasons for this conclusion;
  - 4) A list of minority subcontractors found to be unavailable. This list should be accompanied by an MBE unavailability certification (MBE Attachment D7) signed by the minority business enterprise, or a statement from the apparent successful bidder or offeror that the minority business refused to give the written certification: and
  - 5) The record of the apparent successful bidder or offeror's compliance with the outreach efforts required under Regulation .09B(2)(b).

A waiver may only be granted upon a reasonable demonstration by that MBE participation could not be obtained or could not be obtained at a reasonable price.

If the waiver request is determined not to meet this standard, the bidder or offeror will be found non-responsive (bid) or not reasonably susceptible for award (proposal) and removed from further consideration.

- B. A waiver of a certified MBE contract goal may be granted only upon reasonable demonstration by the bidder or offeror that certified MBE participation was unable to be obtained or was unable to be obtained at a reasonable price and if the agency head or designee determines that the public interest is served by a waiver. In making a determination under this section, the agency head or designee may consider engineering estimates, catalogue prices, general market availability, and availability of certified MBEs in the area in which the work is to be performed, other bids or offers and subcontract bids or offers substantiating significant variances between certified MBE and non-MBE cost of participation, and their impact on the overall cost of the contract to the State and any other relevant factor.

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

**ATTACHMENT 2 MBE D-7 Minority Contractor Unavailability Certificate**

**Section I (to be completed by PRIME CONTRACTOR)**

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

located at \_\_\_\_\_  
(Number) (Street) (City) (State) (Zip)

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

located at \_\_\_\_\_,  
(Number) (Street) (City) (State) (Zip)

seeking to obtain a bid for work/service for project number \_\_\_\_\_, project  
name \_\_\_\_\_.

List below the type of work/ service requested:

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

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

\_\_\_\_\_  
(Name) (Title)

\_\_\_\_\_  
(Number) (Street) (City) (State) (Zip)

\_\_\_\_\_  
(Signature) (Date)

Note: Certified minority business enterprise must complete Section II

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

I hereby certify that the firm of \_\_\_\_\_ MBE Cert #

(Name of MBE Firm)

located at \_\_\_\_\_

(Number)

(Street)

(City)

(State) (Zip)

was offered the opportunity to bid on project number \_\_\_\_\_ , ON \_\_\_\_\_ .

(Date)

by: \_\_\_\_\_

(Prime Contractor's Name)

(Prime Contractor's Official's Name)

(Title)

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

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Phone)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Fax Number)

### **ATTACHMENT 3 - TASK ORDER AGREEMENT**

CATS+ TORFP# N00B4400085 OF MASTER CONTRACT #060B2490023

This Task Order Agreement (“TO Agreement”) is made this day of Month, 20XX by and between \_\_\_\_\_ (TO Contractor) and the STATE OF MARYLAND, Department of Human Resources

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 Department of Human Resources, as identified in the CATS+ TORFP # N00B4400085.
  - b) “CATS+ TORFP” means the Task Order Request for Proposals # N00B4400085, dated MONTH DAY, YEAR, including any addenda.
  - c) “Master Contract” means the CATS+ Master Contract between the Maryland Department of Information Technology and TO Contractor dated MONTH DAY, YEAR.
  - d) “TO Procurement Officer” means TO Procurement Officer. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
  - e) “TO Agreement” means this signed TO Agreement between the Department of Human Resources and TO Contractor.
  - f) “TO Contractor” means the CATS+ Master Contractor awarded this TO Agreement, whose principal business address is \_\_\_\_\_.
  - g) “TO Manager” means TO Manager of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
  - h) “TO Technical Proposal” means the TO Contractor’s technical response to the CATS+ TORFP dated date of TO Technical Proposal.
  - i) “TO Financial Proposal” means the TO Contractor’s financial response to the CATS+ TORFP dated date of TO Financial Proposal.
  - j) “TO Proposal” collectively refers to the TO Proposal – Technical and TO Proposal – Financial.
2. Scope of Work
  - 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend conflict with or super-cede the Master Contract.
  - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS+ TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following

Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:

- a) The TO Agreement;
- b) Exhibit A – CATS+ TORFP;
- c) Exhibit B – TO Technical Proposal; and
- d) Exhibit C – TO Financial Proposal.

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

### 3. Time for Performance

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS+ TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of \_\_\_\_\_, commencing on the date of Notice to Proceed and terminating on Month Day, Year. At the sole option of the State, this TO Agreement may be extended for two (2) additional, one (1) year periods for a total TO Agreement period ending on Month, Day, Year

### 4. Consideration and Payment

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

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

- 4.3 Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is \_\_\_\_\_. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices must be submitted to the Agency TO Manager unless otherwise specified herein.
- 4.4 In addition to any other available remedies, if, in the opinion of the TO Procurement Officer, the TO Contractor fails to perform in a satisfactory and timely manner, the TO Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the TO Contractor to be reduced or withheld until such time as the TO Contractor meets performance standards as established by the TO Procurement Officer.

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

TO Contractor Name

\_\_\_\_\_  
By: Type or Print TO Contractor POC

\_\_\_\_\_  
Date

Witness: \_\_\_\_\_

STATE OF MARYLAND, DEPARTMENT OF HUMAN RESOURCES

\_\_\_\_\_  
By: Kenyatta Powers, DHR CIO

\_\_\_\_\_  
Date

Witness: \_\_\_\_\_

Approved for form and legal sufficiency this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
Assistant Attorney General

**ATTACHMENT 4 - CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE**

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

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

Date: \_\_\_\_\_ By: \_\_\_\_\_

(Authorized Representative and Affiant)

**ATTACHMENT 5 - LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY  
(INSTRUCTIONS)**

- 1) For this solicitation,
  - a) Master Contractors shall propose a specific resource to fill every job title listed below. If allowed by the solicitation, one resource may be proposed to fill more than one job title. Failure to propose a resource for each job title identified as part of the TO Proposal will result in the TO Technical Proposal being deemed not susceptible for award.
  - b) Master Contractors shall propose the CATS+ Labor Category that best fits each proposed resource. Master Contractors shall comply with all personnel requirements under the Master Contract RFP 060B2490023.
  - c) Master Contractors shall propose a maximum of 1 resource per job title listed below.
  - d) Failure of any proposed resource to meet minimum requirements as listed in this TORFP and in the CATS+ Master Contract will result in the entire TO Technical Proposal being deemed not susceptible for award.
- 2) Job Titles
  1. Project Manger
  2. Database Manager
  3. Senior Help Desk Specialist
  4. Administrator, Systems
- 3) For each job title above, the Master Contractor shall complete one Attachment 5 form using the templates provided. Alternate worksheets are not allowed.
- 4) Form Completion
  - a) Complete one Personnel Resume Summary (Attachment 5 Form LC1) per proposed person to present each proposed person's resume in a standard format.
  - b) Additional information may be attached to each Personnel Resume Summary that may assist a full and complete understanding of the individual being proposed.

**ATTACHMENT 5 FORM LC1 - LABOR CLASSIFICATION PERSONNEL RESUME  
SUMMARY**

CATS+ TORFP # N00B4400085

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

Candidate Name:
Master Contractor:
Proposed CATS+ Labor Category:
Job Title (As listed in TORFP):

**Education / Training (start with latest degree / certificate)**

Institution Name / City / State	Degree / Certification	Year Completed	Field Of Study
<add lines as needed>			

**Relevant Work Experience\***

Describe work experience relevant to the Duties / Responsibilities and Minimum Qualifications described in Section 2 of the TORFP. Start with the most recent experience first; do not include experience not relevant to the scope of this TORFP; use Employment History below for full employment history. Enter dates as MM/YY – MM/YY. Add lines as needed.

[Organization]	Description of Work...
[Title / Role]	
[Period of Employment / Work (MM/YY – MM/YY)]	
[Location]	
[Contact Person (Optional if current employer)]	

[Organization]	Description of Work...
[Title / Role]	
[Period of Employment / Work]	
[Location]	
[Contact Person]	

**Employment History\***

List employment history, starting with the most recent employment first. Enter dates as MM/YY – MM/YY. Add lines as needed.

Start and End Dates	Job Title or Position	Organization Name	Reason for Leaving
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MM/YY – MM/YY

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## ATTACHMENT 6 - PRE-PROPOSAL CONFERENCE DIRECTIONS

### DIRECTIONS TO THE DEPARTMENT OF HUMAN RESOURCES INFORMATION SYSTEMS (DHRIS)

1100 EASTERN BOULEVARD ESSEX, MD 21221

#### FROM THE SOUTH

- Take I-95 North (through the Fort McHenry Tunnel)
- Stay on I-95 until the intersection of I-95 and 695
- Take the exit for 695 toward Essex
- Get into the left lane
- Take exit 36 (Route 702 toward Essex)
- Stay on 702 for about 2 miles
- Take the Route 150 exit, Eastern Boulevard, East, toward Essex
- On Eastern Boulevard, stay in right lane
- Make a right at first light into Middlesex Shopping Center
- Make a left at stop sign, proceed past library
- Turn left into large parking lot at DHRIS Center

#### FROM THE NORTH

- Take I-95 south to intersection of I-95 and 695 (exit from left lane)
- Take 695 East toward Essex
- Get into the left lane
- Take exit 36 (Route 702 toward Essex)
- Stay on 702 for about 2 miles
- Take the Route 150 exit, Eastern Boulevard, East, toward Essex
- On Eastern Boulevard, stay in right lane
- Make a right at first light into Middlesex Shopping Center
- Make a left at stop sign, proceed past library
- Turn left into large parking lot at DHRIS Center

#### FROM THE WEST

- Take I-70 East to intersection of I-70 and 695
- Take 695 toward Towson
- When you pass Bel Air exit get into left lane
- Take exit 36 (Route 702 toward Essex)
- Stay on 702 for about 2 miles
- Take the Route 150 exit, Eastern Boulevard, East, toward Essex
- On Eastern Boulevard, stay in right lane
- Make a right at first light into Middlesex Shopping Center
- Make a left at stop sign, proceed past library
- Turn left into large parking lot at DHRIS Center

**ATTACHMENT 7 - NOTICE TO PROCEED (SAMPLE)**

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS+ TO Project Number (TORFP #): ADPICS PO

Dear TO Contractor Contact:

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

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

Sincerely,

Richard Wright

Task Order Procurement Officer

Enclosures (2)

Cc:

Procurement Liaison Office, Department of Information Technology

Project Oversight Office, Department of Information Technology

**ATTACHMENT 8 - AGENCY RECEIPT OF DELIVERABLE FORM**

I acknowledge receipt of the following:

TORFP Title: ECMS Maintenance and Operations Support Services

TO Project Number (TORFP #): N00B4400085

Title of Deliverable: \_\_\_\_\_

TORFP Reference Section # \_\_\_\_\_

Deliverable Reference ID # \_\_\_\_\_

Name of TO Manager: Carol Burkindine

\_\_\_\_\_  
TO Manager Signature Date Signed

Name of TO Contractor's Project Manager: \_\_\_\_\_

\_\_\_\_\_  
TO Contractor's Project Manager Signature Date Signed

**ATTACHMENT 9 - AGENCY DELIVERABLE PRODUCT ACCEPTANCE FORM**

Agency Name: DHR/OTHS

TORFP Title: ECMS

TO Manager: Carol Burkindine 410-238-1458

To:

The following deliverable, as required by TO Project Number (TORFP #): # N00B4400085 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

**ATTACHMENT 10 - NON-DISCLOSURE AGREEMENT (MASTER CONTRACTOR)**

This Non-Disclosure Agreement (the "Agreement") is made this \_\_\_ day of \_\_\_\_\_ 20\_\_\_, by and between \_\_\_\_\_ (hereinafter referred to as "the OFFEROR ") and the State of Maryland (hereinafter referred to as "the State").

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS+ TORFP # N00B4400085 for ECMS Maintenance and Operations. 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. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information described above, the OFFEROR agrees as follows:

1. OFFEROR will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received, except in connection with the preparation of its TO Proposal.
2. Each employee or agent of the OFFEROR who receives or has access to the Confidential Information shall execute a copy of this Agreement and the OFFEROR shall provide originals of such executed Agreements to the State. Each employee or agent of the OFFEROR who signs this Agreement shall be subject to the same terms, conditions, requirements and liabilities set forth herein that are applicable to the OFFEROR.
3. OFFEROR shall return the Confidential Information to the State within five Business Days of the State's Notice of recommended award. If the OFFEROR does not submit a Proposal, the OFFEROR shall return the Confidential Information to Richard Wright, Procurement Officer, Maryland Department of Human Resources, Office of Technology, Human Services.
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: \_\_\_\_\_

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

**THIS NON-DISCLOSURE AGREEMENT** (“Agreement”) is made as of this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the State of Maryland ("the State"), acting by and through its Department of Human Resources (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 ECMS Maintenance and Operations, TORFP No. N00B4400085 dated \_\_\_\_\_, (the “TORFP”) issued under the Consulting and Technical Services procurement issued by the Department, Project Number 060B2490023; and

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

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

1. Confidential Information means any and all information provided by or made available by the State to the TO Contractor in connection with the TO Agreement, regardless of the form, format, or media on or in which the Confidential Information is provided and regardless of whether any such Confidential Information is marked as such. Confidential Information includes, by way of example only, information that the TO Contractor views, takes notes from, copies (if the State agrees in writing to permit copying), possesses or is otherwise provided access to and use of by the State in relation to the TO Agreement.
2. TO Contractor shall not, without the State’s prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information provided by the State except for the sole and exclusive purpose of performing under the TO Agreement. TO Contractor shall limit access to the Confidential Information to the TO Contractor’s Personnel who have a demonstrable need to know such Confidential Information in order to perform under the TO Agreement and who have agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information. The names of the TO Contractor’s Personnel are attached hereto and made a part hereof as Exhibit A. Each individual whose name appears on Exhibit A shall execute a copy of this Agreement and thereby be subject to the terms and conditions of this Agreement to the

same extent as the TO Contractor. TO Contractor shall update Exhibit A by adding additional names as needed, from time to time.

3. If the TO Contractor intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the TO Contractor's performance of the TORFP or who will otherwise have a role in performing any aspect of the TORFP, the TO Contractor shall first obtain the written consent of the State to any such dissemination. The State may grant, deny, or condition any such consent, as it may deem appropriate in its sole and absolute subjective discretion.
4. TO Contractor hereby agrees to hold the Confidential Information in trust and in strictest confidence, to adopt or establish operating procedures and physical security measures, and to take all other measures necessary to protect the Confidential Information from inadvertent release or disclosure to unauthorized third parties and to prevent all or any portion of the Confidential Information from falling into the public domain or into the possession of persons not bound to maintain the confidentiality of the Confidential Information.
5. TO Contractor shall promptly advise the State in writing if it learns of any unauthorized use, misappropriation, or disclosure of the Confidential Information by any of the TO Contractor's Personnel or the TO Contractor's former Personnel. TO Contractor shall, at its own expense, cooperate with the State in seeking injunctive or other equitable relief against any such person(s).
6. TO Contractor shall, at its own expense, return to the Department, all copies of the Confidential Information in its care, custody, control or possession upon request of the Department or on termination of the TO Agreement.
7. A breach of this Agreement by the TO Contractor or by the TO Contractor's Personnel shall constitute a breach of the Master Contract Agreement between the TO Contractor and the State.
8. TO Contractor acknowledges that any failure by the TO Contractor or the TO Contractor's Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the TO Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The TO Contractor consents to personal jurisdiction in the Maryland State Courts. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages from the TO Contractor and the TO Contractor's Personnel for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the TO Contractor or any of the TO Contractor's Personnel to comply with the requirements of this Agreement, the TO Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
9. TO Contractor and each of the TO Contractor's Personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this

Agreement and the TO Contractor shall provide originals of such executed Agreements to the State.

10. The parties further agree that:

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

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

**Department of Human Resources:**

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A – FOR THE NONDISCLOSURE AGREEMENT (TO CONTRACTOR)**  
**TO CONTRACTOR’S EMPLOYEES AND AGENTS WHO WILL BE GIVEN ACCESS TO THE**  
**CONFIDENTIAL INFORMATION**

Printed Name and Address  
of Employee or Agent

Signature

Date

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**ATTACHMENT 12 - TO CONTRACTOR SELF-REPORTING CHECKLIST**

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

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

<b>Section 4 – MBE Participation</b>	
A) What is the MBE goal as a percentage of the TO value?	% (If there is no MBE goal, skip to Section 5)
B) Are MBE reports D-5 and D-6 submitted monthly? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)	
C) What is the actual MBE percentage to date? (divide the dollar amount paid to date to the MBE by the total amount paid to date on the TO) % (Example - \$3,000 was paid to date to the MBE Subcontractor; \$10,000 was paid to date on the TO; the MBE percentage is 30% ( $3,000 \div 10,000 = 0.30$ ))	
Is this consistent with the planned MBE percentage at this stage of the project? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)	
Has the Master Contractor expressed difficulty with meeting the MBE goal? Yes <input type="checkbox"/> No <input type="checkbox"/> (If yes, explain the circumstances and any planned corrective actions)	
<b>Section 5 – TO Change Management</b>	
A) Is there a written change management procedure applicable to this TO? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)	
B) Does the change management procedure include the following?  Yes <input type="checkbox"/> No <input type="checkbox"/> Sections for change description, justification, and sign-off Yes <input type="checkbox"/> No <input type="checkbox"/> Sections for impact on cost, scope, schedule, risk and quality (i.e., the impact of change on satisfying TO requirements) Yes <input type="checkbox"/> No <input type="checkbox"/> A formal group charged with reviewing / approving / declining changes (e.g., change control board, steering committee, or management team)	
C) Have any change orders been executed? Yes <input type="checkbox"/> No <input type="checkbox"/> (If yes, explain expected or actual impact on TO cost, scope, schedule, risk and quality)	
D) Is the change management procedure being followed? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)	

SUBMIT AS INSTRUCTED IN TORFP.

**ATTACHMENT 13 - LIVING WAGE AFFIDAVIT OF AGREEMENT**

Contract No. \_\_\_\_\_  
Name of Contractor \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

**If the Contract is Exempt from the Living Wage Law**

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

- Bidder/Offeror is a nonprofit organization
- Bidder/Offeror is a public service company
- Bidder/Offeror employs 10 or fewer employees and the proposed contract value is less than \$500,000
- Bidder/Offeror employs more than 10 employees and the proposed contract value is less than \$100,000

**If the Contract is a Living Wage Contract**

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

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

- All employee(s) proposed to work on the State contract will spend less than one-half of the employee’s time during every work week on the State contract;
- All employee(s) proposed to work on the State contract will be 17 years of age or younger during the duration of the State contract; or
- All employee(s) proposed to work on the State contract will work less than 13 consecutive weeks on the State contract.

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

Name of Authorized Representative: \_\_\_\_\_

Signature of Authorized Representative \_\_\_\_\_

Date: \_\_\_\_\_ Title: \_\_\_\_\_

Witness Name (Typed or Printed): \_\_\_\_\_

Witness Signature and Date: \_\_\_\_\_

**ATTACHMENT 14 - MERCURY AFFIDAVIT**

AUTHORIZED REPRESENTATIVE THEREBY AFFIRM THAT:

I am the \_\_\_\_\_ (Title) and the duly authorized representative of  
\_\_\_\_\_ (Business). I possess the legal authority to make this affidavit on behalf  
of myself and the business for which I am acting.

MERCURY CONTENT INFORMATION:

The product(s) offered do not contain mercury.

**OR**

The product(s) offered do contain mercury.

- (1) Describe the product or product component that contains mercury.
- (2) Provide the amount of mercury that is contained in the product or product component. Indicate the unit of measure being used.

I ACKNOWLEDGE THAT this affidavit is to be furnished to the procurement officer and may be distributed to units of (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland;

(3) other states; and

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

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

\_\_\_\_\_ By: \_\_\_\_\_

Date

Signature

Print Name: \_\_\_\_\_

Authorized Representative and Affiant

## ATTACHMENT 15 - VETERAN SMALL BUSINESS ENTERPRISE FORMS

These instructions provide guidance on the VSBE reporting requirements. If, after reading these instructions, you have additional questions or need further clarification, please contact the TO Manager immediately.

### SUMMARY OF REPORTS:

- V-1A Offeror Acknowledgement of Task Order VSBE Requirements (must be submitted with offer)
- V-1 (Parts 1 and 2) Veteran-Owned Small Business Enterprise Utilization Affidavit and VSBE Participation Schedule (Attachment V-1) (must be submitted with offer)
- V-2 VSBE Subcontractor Project Participation Statement (Attachment V-2) (must be submitted within 10 working days of notification of apparent award or actual award, whichever is earlier)
- V-3 VSBE Prime Contractor Unpaid Invoice Report (Submitted monthly)
- V-4 VSBE Subcontractor Unpaid Invoice Report (Submitted monthly)

### PURPOSE

The TO Contractor shall structure its procedures for the performance of the work required in this TO to attempt to achieve the VSBE subcontractor participation goal stated in this solicitation. VSBE performance must be in accordance with this TORFP, as authorized by COMAR 21.11.13. The TO Contractor agrees to exercise all good faith efforts to carry out the requirements set forth in Section 1.13 and Attachment 15.

VSBEs must be verified by the Center for Veterans Enterprise of the United States Department of Veterans Affairs. The listing of verified VSBEs may be found at <http://www.vetbiz.gov>.

### Solicitation and TO Formation

Offeror shall include with its TO Proposal a completed VSBE Utilization Affidavit and Subcontractor Participation Schedule (Attachment 15 form V-1A and Attachment 15 form V-1 whereby:

1. Offeror acknowledges it: a) intends to meet the VSBE participation goal; or b) requests a full or partial waiver of the VSBE participation goal. If Offeror commits to the full VSBE goal or requests a partial waiver, it shall commit to making a good faith effort to achieve the stated goal.
2. Offeror responds to the expected degree of VSBE participation as stated in the TORFP, by identifying the specific commitment of VSBEs at the time of TO Proposal submission. Offeror shall specify the percentage of TO value associated with each VSBE subcontractor identified on the VSBE Participation Schedule.

***If Offeror fails to submit Attachment 15-V-1A and Attachment 15-V-1 with the TO Proposal as required, the TO Procurement Officer may determine that the offer is non-responsive or that the TO Proposal is not reasonably susceptible to be selected for award.***

Within 10 Working Days from notification that it is the apparent awardee, the awardee shall provide the following documentation to the TO Procurement Officer.

1. VSBE Subcontractor Project Participation Statement (Attachment 15 form V-2);
2. If the apparent awardee believes a full or partial waiver of the overall VSBE goal is necessary, it must submit a fully-documented waiver request that complies with COMAR 21.11.13.07; and
3. Any other documentation required by the TO Procurement Officer to ascertain Offeror's responsibility in connection with the VSBE subcontractor participation goal.

***If the apparent awardee fails to return each completed document within the required time, the Procurement Officer may determine that the apparent awardee is not responsible and therefore not eligible for TO award.***

### **TO Administration Requirements**

The TO Contractor, once awarded the TO shall:

1. Submit monthly to DOIT a report listing any unpaid invoices, over 45 days old, received from any VSBE subcontractor, the amount of each invoice, and the reason payment has not been made (Attachment 15 form V-3).
2. Include in its agreements with its VSBE subcontractors a requirement that those subcontractors submit monthly to DOIT a report that identifies the prime contract and lists all payments received from TO Contractor in the preceding 30 days, as well as any outstanding invoices, and the amount of those invoices (Attachment 15 form V-4).
3. Maintain such records as are necessary to confirm compliance with its VSBE participation obligations. These records shall indicate the identity of VSBE and non-VSBE subcontractors employed on the TO, the type of work performed by each, and the actual dollar value of work performed. The subcontract agreement documenting the work performed by all VSBE participants must be retained by the TO Contractor and furnished to the TO Procurement Officer on request.
4. Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State's representatives verifying compliance with the VSBE participation obligations. TO Contractor shall retain all records concerning VSBE participation and make them available for State inspection for three years after final completion of the TO.

At the option of DOIT, upon completion of the TO and before final payment and/or release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from VSBE subcontractors.

## **ATTACHMENT 15 - VETERAN SMALL BUSINESS ENTERPRISE REPORTING REQUIREMENTS**

- 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 VSBE participation goal established for this TORFP. Part of that effort, as outlined in the TORFP, includes submission of monthly reports to the State regarding the previous month's VSBE payment activity. Reporting forms V-3 (VSBE Prime Contractor Unpaid Invoice Report) and V-4 (VSBE Subcontractor Unpaid Invoice Report) are attached for your use and convenience.
- 2) The TO Contractor must complete a separate Form V-3 for each VSBE 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 VSBE payment activity for the reporting month.
- 3) The TO Contractor is responsible for ensuring that each subcontractor receives a copy (e-copy and/or hard copy) of Form V-4. 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 V- for the subcontractor the same as the Form V-3 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 VSBE 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 V-4 report only. Therefore, if the subcontractor(s) do not submit their V-4 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 V-4. The TO Manager will contact the TO Contractor if reports are not received each month from either the TO Contractor or any of the identified subcontractors. The TO Contractor must promptly notify the TO Manager if, during the course of the TO, a new VSBE subcontractor is utilized.

**ATTACHMENT 15 V-1A  
OFFEROR ACKNOWLEDGEMENT OF TASK ORDER VSBE REQUIREMENTS**

**This document shall be included with the submittal of the Offeror’s response to the TORFP when the VSBE goal is greater than 0%. If Offeror fails to complete and submit this form with its response to the TORFP, the TO Procurement Officer shall determine that the Offeror’s response to the TORFP is not reasonably susceptible of being selected for award.**

In conjunction with the offer submitted in response to TO Number \_\_\_\_\_, I affirm the following:

1. If I am awarded a TO in response to this TORFP, I commit to making a good faith effort to achieve the VSBE goal established for this TORFP.

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

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Printed Name, Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date

**ATTACHMENT 15 V-1 VETERAN-OWNED SMALL BUSINESS ENTERPRISE  
UTILIZATION AFFIDAVIT AND VSBE PARTICIPATION SCHEDULE**

This form and Form V-1A **MUST BE** included with the bid or offer for any TORFP with a VSBE goal greater than 0%. If Offeror fails to complete and submit this form (Parts 1 and 2) with the offer, the procurement officer may determine that the offer is non-responsive or that the proposal is not reasonably susceptible of being selected for award.

Part 1 - Affidavit

In conjunction with the bid or proposal submitted in response to TO Number \_\_\_\_\_, I affirm the following:

1.  I acknowledge and intend to meet the overall verified VSBE participation goal of \_\_\_\_\_%\_\_\_\_. Therefore, I will not be seeking a waiver.

**OR**

I conclude that I am unable to achieve the VSBE participation goal. I hereby request a waiver, in whole or in part, of the overall goal. Within 10 Business Days of receiving notice that our firm is the apparent awardee, I will submit all required waiver documentation in accordance with COMAR 21.11.13.07.

2. I understand that if I am notified that I am the apparent awardee, I must submit the following additional documentation within 10 working days of receiving notice of the apparent award or from the date of conditional award (per COMAR 21.11.13.06), whichever is earlier.

(a) Subcontractor Project Participation Statement

(b) Any other documentation, including waiver documentation, if applicable, required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the VSBE participation goal.

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

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

4. Set forth below are the (i) verified VSBEs I intend to use and (ii) the percentage of the total contract amount allocated to each VSBE for this project. I hereby affirm that the VSBE firms are only providing those products and services for which they are verified.

**ATTACHMENT 15 - V-1 VETERAN-OWNED SMALL BUSINESS ENTERPRISE UTILIZATION AFFIDAVIT AND VSBE PARTICIPATION SCHEDULE (CONT'D)**

Part 2 - VSBE Participation Schedule

Prime Contractor: (Firm Name, Address, Phone)	Project Description:
Project Number:	

List information for each verified VSBE subcontractor on this project

Name of Veteran-Owned Firm	DUNS Number
Percentage of Total Contract: %	
Description of work to be performed:	
Name of Veteran-Owned Firm	DUNS Number
Percentage of Total Contract: %	
Description of work to be performed:	
Name of Veteran-Owned Firm	DUNS Number
Percentage of Total Contract: %	
Description of work to be performed:	
Name of Veteran-Owned Firm	DUNS Number
Percentage of Total Contract: %	
Description of work to be performed:	

Continue on a separate page, if needed

**Total VSBE Participation** \_\_\_\_\_%

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

Bidder/ Offeror Name  
(PLEASE PRINT OR TYPE)

Signature of Affiant

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

SUBMIT AS INSTRUCTED IN TORFP.

**ATTACHMENT 15 V-2 VSBE SUBCONTRACTOR PROJECT PARTICIPATION  
STATEMENT**

Please complete and submit one form for each verified VSBE listed on Attachment V-2 within 10 working days of notification of apparent award.

\_\_\_\_\_ (prime contractor) has entered into a contract with  
\_\_\_\_\_ (subcontractor) to provide services in connection with the solicitation described below.

Prime Contractor Address and Phone	Project Description
Project Number	Total Contract Amount
Name of Veteran-Owned Firm	
Work to be Performed	
Percentage of Total Contract	

The undersigned Prime Contractor and Subcontractor hereby certify and agree that they have fully complied with the State Veteran-Owned Small Business Enterprise law, State Finance and Procurement Article, Title 14, Subtitle 6, Annotated Code of Maryland.

**PRIME CONTRACTOR SIGNATURE**

**SUBCONTRACTOR SIGNATURE**

By: \_\_\_\_\_  
Name, Title

By: \_\_\_\_\_  
Name, Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ATTACHMENT 15 V-3 VSBE PRIME CONTRACTOR UNPAID INVOICE REPORT**

In accordance with COMAR 21.11.13.09 and Section 1.15 of the TORFP, TO Contractors of Task Orders with VSBE requirements are required to monthly submit to the TO Manager a report of all unpaid invoices received from VSBE subcontractors that are older than 45 days. Submit one report for each VSBE subcontractor working on the Task Order.

Date: \_\_\_\_\_

Task Order Title: \_\_\_\_\_ Task Order Number: \_\_\_\_\_

Prime Contractor Name: \_\_\_\_\_ Subcontractor Name: \_\_\_\_\_

Invoice Number	Invoice Date	Invoice Amount	Reason for Non-Payment

Prime Contractor Signature \_\_\_\_\_

Date \_\_\_\_\_

**ATTACHMENT 15 V-4 VSBE SUBCONTRACTOR UNPAID INVOICE REPORT**

In accordance with COMAR 21.11.13.09 and Section 1.13 of the RFP, subcontractors of Task Orders with VSBE requirements are required to monthly submit to the TO Manager a report of all payments received from the prime contractor within 30 days as well as all outstanding invoices.

Date: \_\_\_\_\_

Task Order Title: \_\_\_\_\_

Task Order Number: \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_

Prime Contractor Name: \_\_\_\_\_

**Payments:**

Invoice Number	Payment Date	Payment Amount	Comments

**Outstanding Invoices:**

Invoice Number	Invoice Date	Invoice Amount	Comments

Subcontractor Signature \_\_\_\_\_

Date \_\_\_\_\_

## ATTACHMENT 16 CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

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

*The Investment Activities in Iran list is located at:  
[www.bpw.state.md.us](http://www.bpw.state.md.us)*

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

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

### CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

The undersigned is unable make the above certification regarding its

investment activities in Iran due to the following activities:

Name of Authorized Representative:

\_\_\_\_\_

Signature of Authorized Representative:

\_\_\_\_\_

Date: \_\_\_\_\_ Title:

\_\_\_\_\_

Witness Name (Typed or Printed):

\_\_\_\_\_

Witness Signature and Date:

\_\_\_\_\_

## ATTACHMENT 17 – SUB TASK ORDER TEMPLATE

Name:

\_\_\_\_\_

\_\_\_\_\_



*[insert vendor logo]*

State of Maryland  
Office of Technology for Human Services  
Department of Human Resources Information Systems

**Subtask Order**

***Subtask Order Name***

Contract Name: ***XXXXXXXXXX***

Contract Number: OTHS/OTHS-***XX-XX***



## Revision History

*The review cycle is a minimum of a one year review cycle and must be conducted by the Approver of this document.*

Version Number	Effective Date	Revision Description	Approver/Role	Review Cycle Date



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## 1. Executive Summary

---

*[insert brief description of the work to be performed]*

*Vendor Name* recognizes that all contractual requirements in the master contract and the proposal will be adhered to during the execution of this Task Order. For management of all projects executed per this document, *Vendor Name* will follow the policies and procedures as directed and approved by the Department of Human Resources (DHR) Office of Technology for Human Services (OTHS) Enterprise Project Management Office (EPMO).

### 1.1 Subtask Order Key Information

Table 1: Proposal Key Information

Subtask Order Number	
Subtask Order Name	
Service Type	
Subtask Order Type	
<i>Vendor Name</i> Point of Contact	
Performance Period	<i>MM/DD/YYYY</i> through <i>MM/DD/YYYY</i>





---

## 5. Deliverables

---

### 5.1 Deliverables by Work Breakdown Structure

Table #: Deliverables & Completion Dates

Phase	Deliverable	Description	Target Delivery Date

---

## 6. Acceptance Criteria

---

### 6.1 Acceptance Criteria

---

## 7. Estimates

---

### 7.1 Task Activities/ Deliverables

Table #: Tasks & Deliverables by WBS

WBS	Activities

\*\*



## 7.2 *Subtask Order Name*

- **Proposed Personnel**

Table #: Proposed Personnel

Labor Category	Proposed Personnel	Role	Estimated Number of Hours

- **Estimated Hours by WBS**

Table # Estimated Effort by WBS

WBS	Hours

- **Subcontractors Participation**

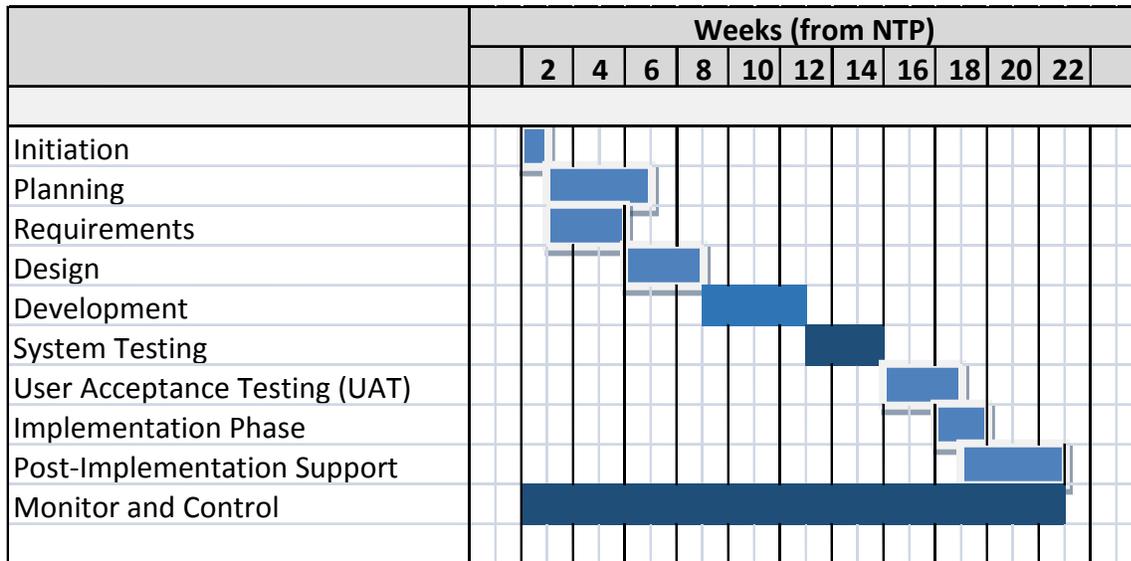
- **Resumes & Certifications**



## 8. Timelines

:

**Table #: Project Timelines (sample)**



## 9. Subtask Order Cost and Authorization

- **Payment/Invoice Schedule**

**Submitted By:**

*Vendor Name, title*

**Submitted Date:**

=====

The authorized signature below provides *Vendor Name* with the Notice to Proceed with the above referenced Subtask Order as of the DHR authorized date.

**Authorized By:**

\_\_\_\_\_  
Kenyatta Powers, Chief Information Officer, DHR

**Authorized Date:**

\_\_\_\_\_

---

## 10. Funding Source

---

**Funding Source:** *(leave blank)*


# ATTACHMENT 18 - PERFORMANCE EVALUATION FORM

TORFP Title: Enterprise Content Management Services

TORFP # N00B4400085

Name of Contractor being evaluated: <insert name>

(The TO Contractor shall submit one Performance Evaluation Form for each employee as required)

Evaluation Month & Year:

Role (See TORFP Section 2.9.2 or 2.10):

Labor Category:

TO Contractor Name:

TO Contractor Contact:

MSDE TO Manager:

TO Requesting Agency:

### PROJECT PERSONNEL PERFORMANCE RATING\*

The information below shall be completed by the TO Contractor or Designee and submitted to the TO Manager upon request.

Performance Area	Satisfactory	Unsatisfactory
Attendance and Timeliness		
Work Productivity		
Work Quality		
Teamwork		
Communication		
Customer Service		

\*Project Personnel must maintain a “Satisfactory” rating for each performance area. The TO Contractor shall take action to address any unsatisfactory rating. At the TO Manager’s discretion, employee performance may be rejected and payment withheld pending employee performance mitigation or employee substitution.

Employee performance overall is accepted.

Employee performance overall is unsatisfactory (for reasons indicated below).

REASON(S) FOR UNSATISFACTORY EMPLOYEE PERFORMANCE RATING/S:

OTHER COMMENTS:

\_\_\_\_\_  
Signature of Evaluator

\_\_\_\_\_  
Date

---

Signature of TO Contractor

Date

**ATTACHMENT 19 - CRIMINAL BACKGROUND CHECK AFFIDAVIT**

AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the \_\_\_\_\_ (Title) \_\_\_\_\_ and the duly authorized representative of \_\_\_\_\_ (Master Contractor) \_\_\_\_\_ and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

I hereby affirm that \_\_\_\_\_ (Master Contractor) \_\_\_\_\_ has complied with Section 2.4, Security Requirements of the Department of Information Technology’s Consulting Technical Services Master Contract Number 060B2490023 (CATS+) hereto as Exhibit A

I hereby affirm that \_\_\_\_\_ (Candidate) \_\_\_\_\_ has successfully passed all of the background checks required under Section 2.4.3.2 of the CATS + Master Contract and Section 2.6.7 of this TORFP.

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

\_\_\_\_\_  
Master Contractor

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

SUBMIT PRIOR TO RESOURCE STARTING WORK UNDER THIS TO AGREEMENT.

## ATTACHMENT 20 – GLOSSARY OF TERMS

ECMS Project Glossary	
Acronym/Term	Definition
<b>A</b>	
AD	Active Directory
ADA	Americans with Disabilities Act
Administration	One of the three prime components of DHR (FIA, CSEA, SSA).
AU	Assistance Unit
<b>B</b>	
BAFO	Best and Final Offer
BMAN	Baltimore Metropolitan Area Network
BPMS	Business Process Management Solution
BPOC	Billing Point of Contact
Business day	Any day DHR recognizes as part of the standard work week (Monday – Friday). Synonym: Working Day
<b>C</b>	
Calendar day	Any day of the week, including non-Business Days.
CARES	Client Automated Resource and Eligibility System
Case worker	Title given to those who manage cases for FIA and CSEA. Synonym: Case Specialist
CATS II	Consulting and Technical Services II
CCC	Customer Care Center
CCB	Change Control Board
CD	Compact Disc
CFR	Code of Federal Regulations
CIO	Chief Information Officer
CIS	Client Information System
CLID	Client Identification Number
CMMI	Capability Maturity Model Integration
COMAR	Annotated Code of Maryland Regulations
Content Management	The technologies, strategies, methods and tools used to capture, manage, share, store, protect and deliver content related to an organization and its processes.
COTS	Commercial-off-the-shelf
CPS	Child Protective Services
CRA	Cooperative Reimbursement Agency (There are 36 CRAs within the 24 jurisdictions. CRAs are made up of: State’s Attorney Offices, Sheriff Offices, Master Offices, and the State Clerk of the Court Office)

CSEA	Child Support Enforcement Administration
CSES	Child Support Enforcement System
CSV	comma-separated values
D	
DBMS	Database Management System
DHMH	Department of Health and Mental Hygiene
DHR	Maryland Department of Human Resources - synonyms include: the Department; the State
DHRIS	Maryland Department of Human Resources Information Systems
DHR's network	Maryland Department of Human Resources Network
DMZ	Demilitarized Zone
Document	A single or multi-page (physical or digital) object that represents information about a particular subject.
DoIT	Department of Information Technology
dpi	dots per inch
DS3	Digital Signal 3
DSS	Department of Social Services
E	
EA	Enterprise Architecture
EBT	Electronic Benefits Transfer
ECM	Enterprise Content Management
ECMS	Enterprise Content Management Solution
ECMS Workstation	Any configured workstation solely used for the ECMS.
EPMO	Enterprise Project Management Office
EUSP	Electric Universal Service Program
F	
FFP	Firm, Fixed Price
FIA	Family Investment Administration
FRD	Functional Requirements Document
FSP	Food Supplement Program
FY	Fiscal year
H	
HHS	Health and Human Services
HIPAA	Health Insurance Portability and Accountability Act
Historical	Refers to existing case files created before ECMS go-live that are not current but hold historical data about a case.
HTML	HyperText Markup Language
I	
ID	Identification
IIS	Internet Info Server

Image	The digital equivalent of one side of a single sheet of paper.
IP	Intellectual Property
IRN	Individual Registration Number
IT	Information Technology
ITMP	Information Technology Master Plan
IV&V	Independent Verification and Validation
J	
Jurisdiction	One of the 24 divisions of Maryland which includes 23 counties and Baltimore City.
L	
LAN	Local Area Network
LHD	Local health department
LDAP	Lightweight Directory Access Protocol
LDSS	Local Department(s) of Social Service house staff for all three administrations (FIA, CSEA, SSA) with some exceptions. In some districts, CSEA operations are handled in a separate office known as a metro or satellite office and are not collocated with LDSS. Some LDSS also house entities that partner with DHR to serve its customer base. Synonyms: DSS, district office
LTC	Long Term Care
LTCC	Long Term Care Center
M	
MA	Medical Assistance
Master Contractor	Contractors eligible to bid on any CATS TORFP.
MBE	Minority Business Enterprise
MCHP	Maryland Children's Health Program
MD CHESSIE	Maryland Children's Electronic Social Services Information Exchange
MEAP	Maryland Energy Assistance Program
MEMA	Maryland Emergency Management Agency
MMIS II	Medicaid Management Information System
MPLS	Multiprotocol Label Switching
MS	Microsoft
MSDE	Maryland State Department of Education
MTAF	Maryland Technology Architecture Framework
N	
NCP	Non-custodial Parent
NTE	Not to Exceed - This means a discrete dollar amount, stated in any Task order, that may not be exceeded. If a Contractor reaches this NTE Ceiling while performing a Task order it shall stop performing

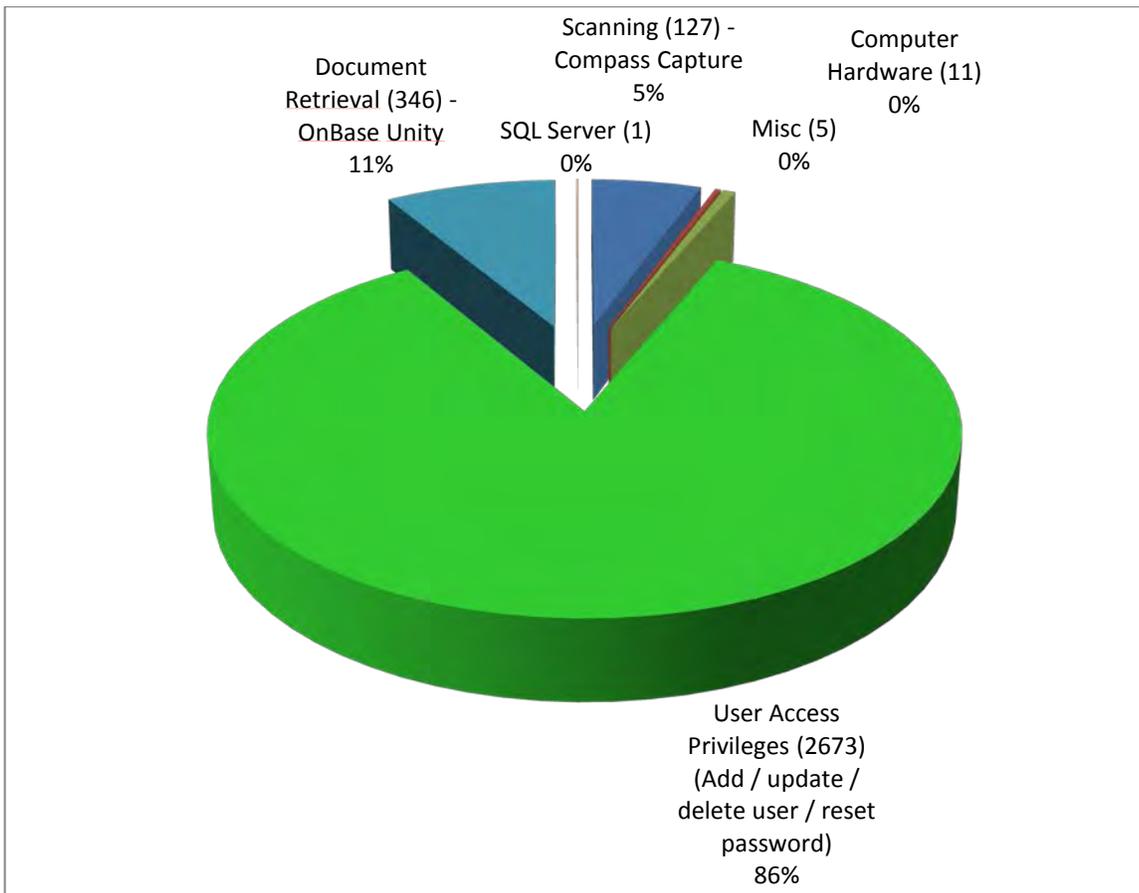
	any services for which it would seek payment beyond the NTE Ceiling amount to allow the continuation of services.
NTP	Notice to Proceed
nwMD	network Maryland
O	
OC	Optical Carrier
OCSE	Federal Office of Child Support Enforcement
ODBC	Open Database Connector
Offeror	Any respondent to this TORFP.
OHEP	Office of Home Energy Programs
OIG	Office of the Inspector General
OLM	Office of Licensing and Monitoring
OMB	Office of Management and Budget
OPP	Overpayment Processing
OTHS	Office of Technology for Human Services
OU	Organization Unit
P	
Page	The physical or digital equivalent of both sides of a single sheet of paper.
PC	Personal Computer
PDF	Portable Document Format
PII	Personally Identifiable Information
PMP	Project Management Plan
PMBOK	Project Management Body of Knowledge
POC	Purchase of Care
POP	Period of Performance
PPM	Portfolio and Project Management
PRC	Performance Readiness Committee
Q	
QA	Quality assurance
QC	Quality control
R	
RDMBS	Relational Database Management System
RISE	Reaching Independence and Stability through Employment
S	
SAN	Storage Area Network
SAS 70	Statement on Auditing Standards No. 70
SDLC	System Development Life Cycle
SDLC Phase	System Development Life Cycle Phase refers to a phase in the State of Maryland SDLC methodology.

SDD	Systems Development Division
SEDR	Statewide Electronic Document Repository
Shall	Precedes a requirement that must be addressed by the Offeror in response to this TORFP.
Site	Refers to any DHR location that engages in work that receives and/or processes client/case information related to any of the programs administered through FIA and CSEA. Synonyms include: LDSS, district office(s), satellite office and metro office.
SLA	Service Level Agreement
SNAP	Supplemental Nutrition Assistance Program
Social worker	Title given to those who manage cases for SSA.
SOP	Standard Operating Procedure
SOW	Statement of Work
SSA	Social Services Administration
SSC	Saratoga State Center
SSL	Secure Sockets Layer
Subcontractor	Any entity that is under contract to the Prime TO Contractor to provide a service that is requested in this TORFP.
T	
T&M	Time and Materials
TANF	Temporary Assistance to Needy Families
TCA	Temporary Cash Assistance
TDAP	Temporary Disability Assistance Program
TIFF	Tagged Image File Format
TO	Task Order
TO Agreement	Task Order Agreement
TO Contractor	The Master Contractor who receives the Contract award from this CATS II TORFP.
TORFP	Task Order Request for Proposal
U	
UAT	User Acceptance Testing
UPS	Uninterruptible Power Supply
USC	United States Code
V	
Validation	Checking images for quality.
VPN	Virtual Private Network
W	
WAN	Wide Area Network
WBS	Work Breakdown Structure
Working Day	Any day DHR recognizes as part of the standard work week (Monday – Friday). Synonym: Business day

## ATTACHMENT 21- WORK ORDER TRENDS

A total of 3,163 Work Orders (WO) were created between Dec 2011 and March 14, 2014. These WOs pertain to:

- a. Scanning
- b. Retrieval
- c. Computer Hardware
- d. User Access Privilege
- e. SQL Server



## ATTACHMENT 22 - ECMS ADVANCED FEATURES

The following features are examples of potential, future system enhancements that DHR could request through a Sub Task Order.

### 1. **Autofill During Scanning**

**Description:**

The autofill file will provide data from the CARES and CSES mainframe case management systems to be used for indexing documents that are in the ECMS repository. At this point in time, the final format and characteristics of the autofill file (delivery time, content, etc.) is still being determined. The initial autofill file should contain information on all clients associated with active cases in CARES and CSEA, but subsequent deliveries of the autofill file should only contain records for clients that have been updated since the previous autofill file was delivered.

### 2. **Autofill at Uploading**

**Description:**

The OnBase Unity application allows users to upload soft copies of documents directly into ECMS. The existing upload screen requires manual user input for all keywords that are needed to index the electronic documents. Users have requested that the autofill capability that currently exists in the Compass Capture application also be available for the OnBase Unity upload functionality to help minimize the amount of user input and expedite user upload experience.

### 3. **Color Scanning**

**Description:**

Documents with multiple colors or background logos such as Social Security cards, driver's licenses, birth and death certificates, photographs, and immigration documents scan with a poor quality in black and white because the colors scan in various shades of gray making the scanned image illegible. The solution is to enable color scanning for at minimum the following document types: birth certificate, immigration documents, photo ID card, SSN card, death certificate, Medicare card, and photograph.

### 4. **AJS (Administration/Jurisdiction/Sites) Table Updates**

**Description:**

The ECMS applications include tables that identify the Administration, Jurisdiction, and Site (AJS) for each authorized user in the system. Data in these tables may become outdated and require updates.

### 5. **Retention and Archiving**

**Description:**

Add document retention and archiving functionality to ECMS.

6. **Attribute Field Dropdowns**

**Description:**

When a person is given access to ECMS or when an authorized user moves from one office to another their Administration, Jurisdiction, and Site (AJS) settings must be created or revised in the Compass Capture application. This is done by setting values in four fields. Currently, two of those four fields have dropdown selections but the other two do not. Update Compass Capture so that all four fields that need to be populated to set a user's AJS will have drop down functionality to reduce the risk of human error.

7. **Implement ECMS in Additional Sites**

**Description:**

implement ECMS in additional sites defined by DHR OTHS.

8. **Optical Character Recognition (OCR)**

**Description:**

Optical character recognition (OCR) is the electronic conversion of textual data on scanned images (generally typewritten or machine printed text) by a device (reader) into digital text. It is commonly used as a form of data extraction from original paper data sources.

With the help of OCR, it is possible to avoid most manual data entry to get information from incoming documents into electronic databases. Instead, OCR extracts relevant information and enters it automatically. OCR can further simplify the document management process by making documents text-searchable so that they are easier to locate and work with once in the database. Form processing tools, powered by OCR, are able to extract information from forms and put it into databases, so that client data is promptly recorded. OCR can contribute to document management effectiveness and efficiency through the automated recognition and entry of original paper data sources.

9. **Workflows**

**Description:**

ECMS currently captures and indexes images from case documents and stores them for easy search and retrieval. ECMS has been designed to automate certain document functions and integrate with business process management applications.

The workflows advanced feature will automatically associate workflow-enabled documents with the appropriate case and/or worker and office. The data and documents will be presented to the appropriate worker/role along with information defining what type of task the document represents.

OnBase-based work queues will be implemented in order to present work items to a disparate group of users who use different enterprise systems for their day-to-day

business. This will be the "default" implementation of workflows. Automated document management features will reduce document management and case processing time.

Additionally implement a Web-Services-based API that allows for fuller integration with existing or under-development systems. The API will offer the ability to tap into the OnBase-based workflows through Web Services.

**10. My New Mail**

**Description:**

The OnBase Unity application within ECMS includes a custom query called My New Mail which identifies scanned images that have been tagged with a worker's name. The basis of the query is the value entered in the Case Manager Name keyword field. The value of the Case Manager Name field can be set manually in OnBase Unity or by selecting a recipient when scanning a document in Compass Capture. The query provides no indication of whether the images have been worked. Removing an image from the My New Mail query is a manual process that can only be done one image at a time, and which can only be done by workers with the authorized security.

OnBase and/or the My New Mail query will be revised to allow users to indicate that the work on an image has been completed.

**11. Special Case Security**

**Description:**

The current design of the ECMS allows all authorized users to access all documents within their administration. There was no enhanced security requirement specified in the Contract or identified during the ECMS requirements validation sessions. Under this task TO Contractor will add special case security functionality to ECMS for images related to special cases such as family violence cases or high profile cases.

**12. Fax Integration**

**Description:**

Have incoming faxes directly integrated with the ECMS.

**13. Integration with External Systems**

**Description:**

Revisions are needed to ECMS to enable integration with certain external systems. These external systems have a need to utilize ECMS as a central document repository, requiring functionality to store, retrieve, and manipulate documents and associated metadata from ECMS SEDR.

**14. BPR – Future Workflow and Equipment**

**Description:**

The value of the correct integration of the ECMS solution within the operation's core business processes is magnified by the addition of advanced ECMS functionality - including Optical Character Recognition and Workflows. Effective integration of the ECMS solution (with advanced functionality) within targeted operations will require an analysis of current (as-is) and a redesign of future (to-be) core business processes. This analysis and redesign is viewed as a precursor to the development of automated workflows. Develop a BPR Report documenting the analysis of selected current (as-is) processes and future (to-be) process recommendations, incorporating advanced features, for DHR.

## **ATTACHMENT 23 - ANNUAL INTERNAL REVENUE SERVICE (IRS) CONTRACTOR AWARENESS ACKNOWLEDGEMENT**

Employees must be advised at least annually of the provisions of Section 7213 (2) of the Internal Revenue Code (IRC), which makes unauthorized disclosure of the Federal returns or return information a crime that may be punishable by a \$5,000.00 fine, five years imprisonment, or both, and the cost of the prosecution.

Employees who have access to Federal tax information must also be advised annually of the provisions of IRC § 7431, which permits a taxpayer to bring suit for unauthorized disclosure in the United States district court. The taxpayer would be entitled to the greater of civil damages or the actual damages plus punitive damages in addition to the cost of the action.

Employees are to be made aware that these civil and criminal penalties apply even if the unauthorized disclosures were made after their employment with the agency is terminated.

### **IRS § 7213(A). UNAUTHORIZED INSPECTION OF RETURNS OR RETURN INFORMATION**

#### **(i) PROHIBITIONS —**

##### **(1) FEDERAL EMPLOYEES AND OTHER PERSONS—** It shall be unlawful for:

- a. any officer or employee of the United States, or
- b. any person described in IRC § 6103 (n) or an officer willfully to inspect, except as authorized in this title, any return or return information.

##### **5) STATE AND OTHER EMPLOYEES —** It shall be unlawful for any person not described in paragraph (I) willfully to inspect, except as authorized by this title, any return information acquired by such person or another person under a provision of IRC § 6103 referred to in IRC § 7213 (a)(2).

#### **(a) PENALTY —**

- a. **IN GENERAL —** Any violation of subsection (a) shall be punishable upon conviction by a fine in any amount not exceeding \$1000, or imprisonment of not more than 1 year, or both, together with the costs of prosecution.

##### **2.16.7.2 FEDERAL OFFICERS OR EMPLOYEES —** An officer or employee of the United States who is convicted of any violation of subsection (a) shall, in addition to any other punishment, be dismissed from office or discharged from employment.

**2.16.7.2.1 DEFINITION** —For purposes of the section, the terms "inspect", "return", and "return information" have respective meanings given such terms by IRC § 6103(b).

I understand and agree to these requirements

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**Contractor Name (Printed)**

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**Contractor Signature**

---

**Date**

**ATTACHMENT 24 - ANNUAL STATE OF MARYLAND EMPLOYEE AWARENESS  
ACKNOWLEDGEMENT**

The Department of Human Resources, as a part of their employee awareness training, is making it mandatory for all employees to be advised annually of the provisions of Title 07, Subtitle 01, Chapter 07, Section 10, (07.01.07.10) of the Code of Maryland Regulation (COMAR), which states:

An intentional or grossly negligent disclosure of confidential information in violation of this chapter to:

- (1) Be a criminal offense punishable by a fine of not more than \$500.00, or by 90 days imprisonment, or both; and
- (2) Result in civil liability for damages.

I understand and agree to the above requirements.

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Contractor Signature

---

Date

## ATTACHMENT 25 - USER, MANAGER AND SUPERVISOR REPORTS

### Category 1: Capture/Scanning Reports

The following reports provide supervisors with information about documents scanned and imaged in the ECMS.

1. Scanning Activity by Document Type  
This report provides information about the document types scanned by all scanner operators, within a specified date range. Each row of this report displays the document type name. The columns include the document type, number of documents, and number of pages. Optional sorting and grouping by each column is available.
2. Scanning Activity by Scanner Operator ID / User  
This report provides information about the document types scanned by a specific scanner operator, within a specified date range. The scanner operator ID / user name is available for selection from a drop-down box. Each row of this report displays the document type. The columns include the number of documents and the number of pages. Optional sorting and grouping by each column is available.
3. Scanning Activity by Administration, Jurisdiction, and Site  
The report provides scanning activity information for all scanner operator ID / user names within each administration, jurisdiction, and site, within a specified date range. Each row of this report displays the scanner operator ID / user name. The columns include the number of documents and the number of pages. Optional sorting and grouping of each column is available.

### Category 2: Retrieval / Usage Reports

The following reports provide supervisors with general information about the transaction volume of documents retrieved/viewed in the ECMS.

1. Hourly Transaction Load per User\*  
This report produces a visual representation of the transaction volume per user throughout each hour of the day for a specified date range. Activity is measured by identifying the user name and the time of day that each transaction was logged in the database.
2. Hourly Transaction Load per User Group\*  
This report produces a visual representation of the transaction volume per user group throughout each hour of the day, for a specified date range. Activity is measured by identifying the User Group and the time of day that each transaction was logged in the database.

### Category 3: Retrieval / User Reports

The following reports provide supervisors with retrieval information for specific users or user groups.

1. Document Types Viewed by User\*

This report describes document types viewed by a specified user within a specified date range.

2. Last User Logon Date\*

This report identifies the last time each user logged in to the system. The last login date is useful when determining potential non-compliance in user activity.

3. User Group Logins\*

This is a numeric report of user-group login counts ordered by a specific user group. This information can help managers to determine user acceptance of the new system or user access needs.

4. User Logins\*

This is a numeric report of user login counts ordered by a specific user. This information can help managers determine an individual user's acceptance of the new systems or user access needs.

5. Workstation Last Login

This report identifies the last time each workstation connected to the system. The last login date can provide a quick snapshot of potential non-compliance in user activity.

#### **Category 4: System Reports – Security**

1. Document Modification Actions by User\*

This report lists potentially destructive document modification actions performed by a specified user or user groups in a designated time frame. Actions included in the report include deleting documents, modifying keywords, and page revisions.

2. Documents Deleted by Users\* (Bar Chart)

This report provides a visual representation of the number of documents deleted within a specified date range.

3. Off-Peak Document Access and Export Activities\*

This report lists instances of certain document retrieval activities, such as viewing and printing documents, during off-peak hours, which can be used to identify suspicious user activity during a specified time frame.

4. Off-Peak User Activity\*

This report can be used to identify suspicious user login activity after normal business, between 6:00 p.m. and 6:00 a.m.

5. User Logins to Multiple Workstations

This report displays a list of users and workstation logins for users that have logged into multiple workstations in a specified time. This report can be useful in determining suspicious user activity, but certain business functions of the retrieval user should be taken into consideration.

#### **Category 5: Document Management Reports**

1. Documents Deleted per Month Summary (Bar Chart)  
This report graphs the total number of documents that have been deleted from OnBase by checking against the transaction log. Document Maintenance does not affect this report. Results are organized by date and deletion count. The OnBase transaction log must be retained for the desired reporting periods.

### **System Administrative Reports**

Required area of pre-configured reporting for system administrators shall include but not limited to the following broad categories of reports: 1) System Reports - Configuration 2) System Reports— Document Management, 3) System Reports Licensing, 4) System Reports- Security, 5), System Reports – Storage, 6) System Reports- Transactions Log, 7) System Reports – Usage Reports.

#### **Category 1: System Reports – Configuration**

1. Custom Query Configuration  
This report lists custom queries and their associated configuration settings.
2. Disk Group Configuration  
This report lists detailed information about current Disk Group (i.e., document type storage location) configuration and status, with optional filtering by Disk Group, the number of Disk Group copies, and the maximum volume size.
2. Disk Group Copy Templates  
This report displays detailed information about the current Disk Group copy templates, with optional filtering by Disk Group and platter (i.e., physical media) type.
3. Disk Group Volume Configuration  
This report returns detailed information on Disk Group volume configuration, with optional filtering on Disk Group, platter type, commit status, percent of space used, and external media type.
4. Document Type Configuration (Basic)  
This report lists Document Types and their basic configuration information, such as Document Type Group, default file format, default Disk Group, and general configuration options.
5. Document Type Display and Print Configuration  
This report lists Document Types and their display- and print-related settings.
6. Document Type Group Configuration  
This report returns detailed information about current Document Type Group configuration.
7. Document Type Keyword Configuration  
This report lists Document Types and their related Keyword settings, with optional filtering by Document Type, Document Type Group, Keyword Type, and Keyword Type settings.
8. Keyword Type Configuration  
This report lists Keyword Types and their configuration options, such as data type and usage restrictions.

9. **OnBase Groups and Their Users**  
This report provides a quick and efficient method of determining security groups. Departmental Managers can review User Groups and members without the need to access the Configuration module, allowing for more frequent security audits.
10. **User Group Administrators by User Group**  
This report lists all users with the User Group Administrator privilege. The User Group Administrator privilege allows users to manage groups in which they are not a member.
11. **User Group Permissions**  
This report lists the security configuration and feature access of the selected ECMS Retrieval User Group. For the best results, it is recommended that you group by User Group and Category.
12. **User Permissions**  
This report lists the security configuration and feature access of the selected OnBase User based on their membership in User Groups. For best results it is recommended that you group by User, Category, and Value.

## **Category 2: System Reports—Document Management**

1. **Documents Pending Purge Summary (Bar Chart)**  
This report graphs the total number of documents that have been deleted and are currently in the Document Maintenance folder awaiting action by the system administrator. These documents were deleted by users and may be purged or restored.

## **Category 3: System Reports—Licensing**

- 2.16.1 **Peak License Usage (Bar Chart)**  
This report displays the maximum number of licenses consumed during the specified reporting period for each tracked license type. This information can be used to evaluate if additional licenses need to be purchased.
- 2.16.2 **Product License Report**  
This report lists all licensed products, including the number licensed and the number registered.
- 2.16.3 **Registered Products by Workstation**  
This report lists all registered products by workstation, with optional filtering on product type and last logon date. This can be useful for auditing license assignments, as well as locating unused or orphaned licenses from expired workstations.

## **Category 4: System Reports—Security**

7. **Failed Logins**  
This report lists all login attempts that have failed in a single day. Mistyped users' IDs are logged to the System Administrator to capture multiple, progressive account attacks. The

specific unknown login ID will be reported in the Detail column. Failed logins are defined as any denied login attempts, which include invalid user ID, password or unavailable licenses.

8. Failed Logins per Day

This report displays the number of login failures per day. Login failures may be for a variety of reasons including account lockout, invalid username or password or unavailable licenses. Abnormal activity noted in this report can be further investigated via the Security Transactions report.

9. Prolonged Logins

This report identifies all users logged in for ten hours or more within the specified date range. Typically only service-based accounts (accounts used by some system component) should appear on this report. If user accounts are appearing there may be an issue with users who are forgetting to log off.

### **Category 5: System Reports—Storage**

- Document Counts by Type (Bar Chart)

This report graphs the number of documents that were added to ECMS Reports within a user specified date range, and which have not since been purged through Document Maintenance.

- Monthly Disk Space Used by Disk Group (Bar Chart)

This report is a visual representation of the number of kilobytes of space used by a Disk Group per month. The result is a database calculation, and not a representation of the actual physical disk usage.

- Monthly Disk Space Used by Document Type (Bar Chart)

This report is a visual representation of the number of kilobytes of space used by Document Type per month. The report orders the results first by Document Type and then by month. The report calculates all data values recorded within the database and makes no attempt or claim to measure the space occupied by the physical files.

- Platter Management Admin Overview

This report returns key indicators to assist with Platter Management administration, including summaries of Disk Groups in the backup and delete queues, uncommitted batches, and recent document commit failures. Items of interest in this report should be investigated further within Platter Management or the associated transaction logs.

- Projected Disk Space Use by Disk Group

This report estimates the total amount of disk space that will be used per Disk Group at specific future milestones, up to five years in the future. The calculation for average space used can be adjusted to various time frames to accommodate recent increases in processing.

Note: The results of this report are estimates based on database calculations and are not a representation of the actual physical disk usage.

- Publishing and Export Report (Bar Chart)

This report provides a visual representation of the number of completed publishing actions within a user-specified date range. Publishing actions are any actions that are logged in the publishlog table. Reported values include the following:

- a. All completed export actions that use a publishing export format
- b. Completed actions for automated envelope jobs
- c. Completed actions for automated platter jobs

Results are graphed by year/month and number of copies.

- **Total Disk Space Used by Disk Group**  
This report is a visual representation of the total number of kilobytes of space used by a Disk Group. The result is a database calculation, not a representation of the actual physical disk usage.
- **Total Disk Space Used by Document Type**  
This report is a visual representation of the number of kilobytes of space used by a Document Type or Document Type Group. The result is a database calculation, not a representation of the actual physical disk usage.

### **Category 6: System Reports—Transaction Log**

The reports in this group are designed to replicate reports that can be run through the ECMS Reports. The following table lists the report in Report Services and the corresponding report available in the ECMS Reports.

- d. Administrative Transactions
- e. Configuration Transactions
- f. Document and Folder History Transactions
- g. Document Distribution Transactions
- h. Platter Management Transactions
- i. Security Transactions
- j. System Transactions

### **Category 7: System Reports—Usage Reports**

- **Annual Document Archiving Statistics per Document Type (Bar Chart)**  
This report is a visual representation of the number of documents archived by Document Type within a user-specified year. Production and growth predictions as well as document aging perspectives may be extrapolated from this information.
- **Document Archiving Statistics per Month for the Year of (Bar Chart)**  
This report is a visual representation of the number of documents archived by month within a user-defined year. Production and growth predictions as well as document aging perspectives may be extrapolated from this information.
- **Annual Print Statistics per Month (Bar Chart)**  
This report is a visual representation of document printing volume by month within a user defined year. High-volume printing indicates a labor-intensive business process. Such processes should be evaluated to see if technology can save time and effort. Printing can also be considered a security risk, as control and logging of document use is no longer automated.

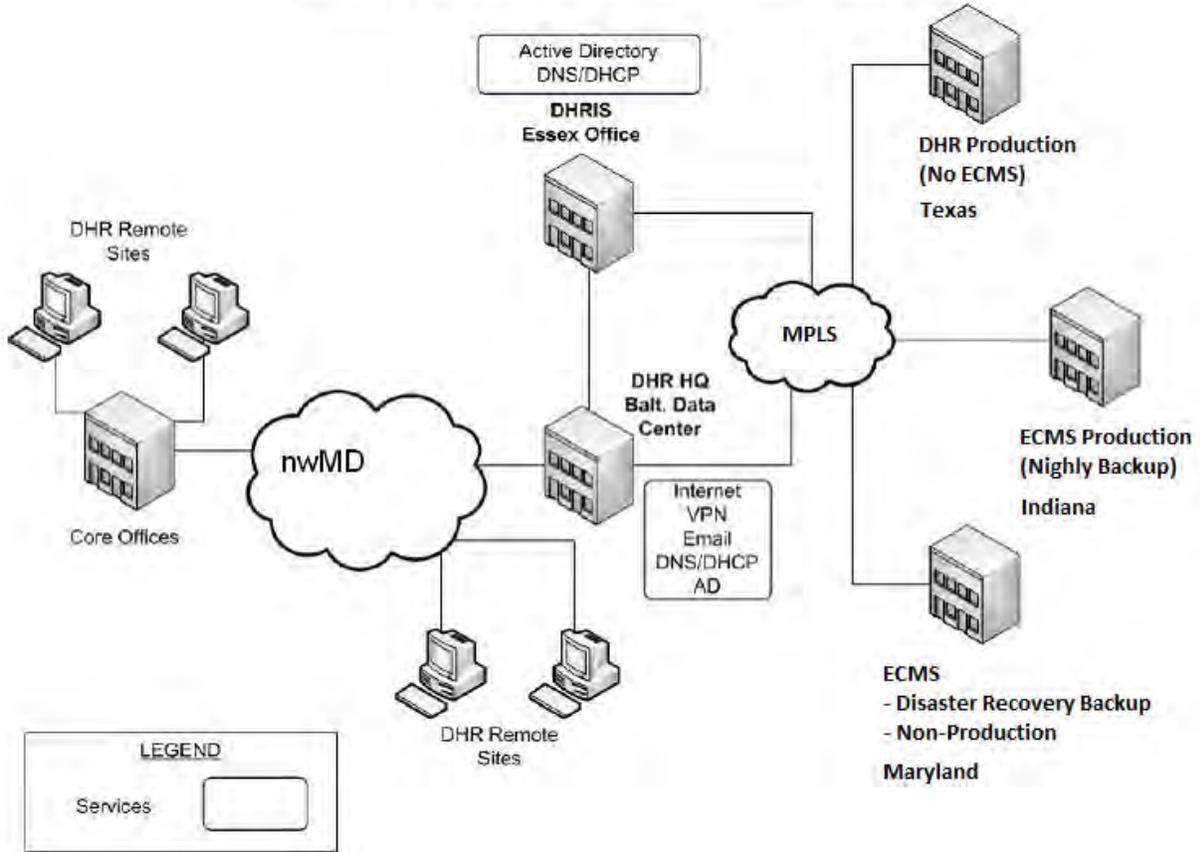
- System Activity by Time of Day (Bar Chart)

This report calculates the total number of entries added to the ECMS Reports transaction log and displays the count of transactions per hour for the user-specified date range. Some automated tasks such as Workflow actions have the ability to turn off logging in the Configuration module. If logging is turned off the transactions will not be represented in this report. The ECMS Retrieval transaction log must be maintained for the desired reporting periods.

Additional Ad-Hoc Reports may be requested by DHR for analysis or regulatory purposes, as well. TO Contractor shall produce Pre-Configured Reports and /or Ad-Hoc Reports requested within a 48 hour period, or as agreed upon my mutual agreement.

# ATTACHMENT 26 – OVERVIEW OF CURRENT NETWORK ARCHITECTURE

## Overview of Current Network Architecture



## **ATTACHMENT 27 – CERTIFICATION OF HIPAA COMPLIANCE**

### **REGARDING HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 COMPLIANCE**

This certification is required for compliance with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

The undersigned Vendor certifies and agrees as to abide by the following:

1. **Protected Health Information.** For purposes of this Certification, Protected Health Information will have the same meaning as the term “protected health information” in 45 C.F.R. 164.501, limited to the information created or received by the Vendor from or on behalf of DHR.
2. **Limits on Use and Disclosure of Protected Health Information.** The Vendor will not use or disclose Protected Health Information other than as permitted by this Contract or by federal and state law. The Vendor will use appropriate safeguards to prevent the use or disclosure of Protected Health Information for any purpose not in conformity with this Contract and federal and state law. The Vendor will not divulge, disclose, or communicate Protected Health Information to any third party for any purpose not in conformity with this contract without prior written approval from DHR. The Vendor will report to DHR, within ten (10) Business Days of discovery, any use or disclosure of Protected Health Information not provided for in this Contract of which the Vendor is aware. A violation of this paragraph will be a material violation of this Contract.
3. **Use and Disclosure of Information for Management, Administration, and Legal Responsibilities**  
The Vendor is permitted to use and disclose Protected Health Information received from DHR for the proper management and administration of the Vendor or to carry out the legal responsibilities of the Vendor, in accordance with 45 C.F.R. 164.504(e)(4). Such disclosure is only permissible where required by law, or where the Vendor obtains reasonable assurances from the person to whom the Protected Health Information is disclosed that:(1) the Protected Health Information will be held confidentially,(2) the Protected Health Information will be used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and (3) the person notifies the Vendor of any instance of which it is aware in which the confidentiality of the Protected Health Information has been breached.
4. **Disclosure to Agents.** The Vendor agrees to enter into an agreement with any agent, including a subcontractor, to who it provides Protected Health Information received from, or created or received by the Vendor on behalf of, DHR. Such agreement will contain the same terms, conditions, and restrictions that apply to the Vendor with respect to Protected Health Information.
5. **Access to Information.** The Vendor will make Protected Health Information available in accordance with federal and state law, including providing a right of access to persons who are the subjects of the Protected Health Information.

6. Amendment and Incorporation of Amendments. The Vendor will make Protected Health Information available for amendment and to incorporate any amendments to the Protected Health Information in accordance with 45 C.F.R. § 164.526.

7. Accounting for Disclosures. The Vendor will make Protected Health Information available as required to provide an accounting of disclosures in accordance with 45 C.F.R. § 164.528. The Vendor will document all disclosures of Protected Health Information as needed for DHR to respond to a request for an accounting of disclosures in accordance with 45 C.F.R. § 164.528.

8. Access to Books and Records. The Vendor will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by the Vendor on behalf of DHR, available to the Secretary of DHR or the Secretary's designee for purposes of determining compliance with Privacy Regulations.

9. Termination. At the termination of this contract, the Vendor will return all Protected Health Information that the Vendor still maintains in any form, including any copies or hybrid or merged databases made by the Vendor; or with prior written approval of DHR, the Protected Health Information may be destroyed by the Vendor after its use. If the protected Health Information is destroyed pursuant to DHR' prior written approval, the Vendor must provide a written confirmation of such destruction to DHR. If return or destruction of the Protected Health Information is determined not feasible by DHR, the Vendor agrees to protect the Protected Health Information and treat it as strictly confidential.

**CERTIFICATION**

The Vendor has caused this Certification to be signed and delivered by its duly authorized representative, as of the date set forth below.

Vendor Name:

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

\_\_\_\_\_

Name and Title of Authorized Signer

## **ATTACHMENT 28 – DHR DRESS CODE**

### **Department of Human Resources Dress Code Guidelines**

Dress codes and dress guidelines are provided to assist each employee and supervisor in contributing to our professional work environment. Typically, DHR's dress code will be business professional. However, at the Secretary's discretion, allowances may be made to relax business professional standards and offer the opportunity for staff to dress to business casual guidelines. Employees in labor-intensive settings should wear clothing appropriate to the activities required. Examples include, but are not limited to, supply and delivery, maintenance, mailroom, print shop, and stockroom employees. If you have any questions about what is acceptable, please talk with your supervisor.

The key to dressing successfully in the workplace, regardless of whether standards are professional or business casual is exercising good judgment and being neat and professional in appearance with regard to clothing, hair, and accessories. Keep in mind the following when determining whether your dress is appropriate for the workplace:

- Aim for an understated look. When selecting your attire, select clothing that is comfortable yet communicates professionalism. Extreme styles of any nature will not be permitted.
- Hairstyles and facial hair should be neat. Maintain a well-groomed appearance appropriate for the work environment.
- Business casual does not mean sloppy. Clothing should be clean and wrinkle-free without holes or frayed areas.
- Pay attention to the fit of your clothing. Avoid clothing that is too loose, revealing or tight-fitting. Select clothing with modest necklines and hemlines. Trendy clothing may not be suitable for the workplace.
- Shoes matter. In addition to the specific recommendations below, leather or leather-like shoes are preferable, and look best when polished and in good repair.
- Jewelry should be conservative. Avoid trendy styles.
- Take your day's schedule into account when you are dressing. If you have a meeting scheduled with visitors/clients, you should always consider dressing more traditionally in business professional attire.

During inclement weather, employees are permitted to relax standards in a way that is appropriate to the extreme weather conditions. However, a professional appearance is still expected. Specific examples of acceptable and unacceptable items are listed in the chart on the following page. Please review them and direct any questions to your supervisor or human resources representative.

Please be advised that if you wear attire to the office that is not acceptable, you will be counseled and asked to use leave in order to change into more appropriate attire. Supervisors and managers will be responsible and accountable for handling such occurrences. However, common sense and good judgment should make the enforcement of these guidelines a rare occurrence.

The following chart details examples of acceptable and unacceptable attire. This list is not intended to be all-inclusive. Please use your best professional judgment and if you are unsure, ask for clarification prior to wearing the item in question to work. In the event you have cultural, medical and/or religious requirements to wear something that may not conform to these guidelines, please contact your supervisor, Human Resources Development and Training; or Office of Employment and Program Equity to discuss accommodations.

<b>MEN</b>		<b>WOMEN</b>			
Acceptable		Unacceptable	Acceptable	Unacceptable	
<b>Shirts</b>	<u>Business Professional</u> Blazers/Suit jackets Collared dress shirts with ties <u>Business Casual</u> Blazers Collared dress shirts (short or long sleeved) Sweaters Turtlenecks	T-shirts Tank tops Sweatshirts Shirts or sweaters without collars Denim or denim-look shirts Unprofessional logos	<u>Business Professional</u> Blazers/Suit Jackets Blouses Sweaters Collared dress shirts <u>Business Casual</u> Sweaters Cardigan sweaters and sweater sets Turtlenecks Professional sleeveless shirts/sweaters Shirts with modest necklines	T-shirts Tank/spaghetti strap tops Cropped tops Sweatshirts Unprofessional logos Denim or denim-look shirts	
<b>Pants/Skirts</b>	<u>Business Professional</u> Dress/Suit Slacks <u>Business Casual</u> Twill or Corduroy/Docker-type slacks	Jeans/Denim of any color Leather/leather-like pants Cargo pants	<u>Business Professional</u> Dress slacks Suit slacks Dresses of modest cut and lengths Skirts of modest lengths <u>Business Casual</u> Tailored ankle pants Dress Capri pants	Jeans/Denim of any color Leather/leather-like pants Sweatpants Stretch pants/leggings Stirrup pants Shorts Casual Capri pants	
<b>Footwear</b>	Dress/leather/leather-like shoes Dress/leather/leather-like boots	Athletic shoes Hiking boots Flip-flops/thong sandals Casual Sandals Birkenstocks, or similar	Dress shoes Dress open-back mules Dress open-toe shoes Leather flats (loafers, etc.) Dress/leather/leather-like boots	Athletic shoes Hiking boots Flip-flops/thong sandals Casual sandals Birkenstocks, or similar	
<b>Other</b>		Hats or headscarves for religious, medical, or cultural reasons only		Hats or headscarves for religious, medical, or cultural reasons only	

Dress Code Guidelines; Department of Human Resources

**ATTACHMENT 29 -MBE PARTICIPATION SCHEDULE FOR USE WITH MBE  
AMENDMENTS ONLY**

**This document is to be used when amending MBE subcontractors due to unforeseen circumstances in accordance with COMAR 21.11.03.12. All MBE changes must receive the prior approval of the Agency Head.**

Prime Contractor (Firm Name, Address, Phone)		Project Description <u>and</u> Jurisdiction	
Project Number:		Total Contract Amount \$	
<b>List Information For Each Certified MBE Subcontractor On This Project</b>			
Minority Firm Name, Address and Telephone Number		FEIN Number or SSN	
		MBE Certification Number 25	
Work To Be Performed:			
Dollar Amount:		Percentage of Total Contract:	
Project Commitment Date:		Project Completion Date:	
<b>Minority Firm Name, Address and Telephone Number</b>			
Minority Firm Name, Address and Telephone Number		FEIN Number or SSN	
		MBE Certification Number	
Work To Be Performed:			
Dollar Amount:		Percentage of Total Contract:	
Project Commitment Date:		Project Completion Date:	
<b>Minority Firm Name, Address and Telephone Number</b>			
Minority Firm Name, Address and Telephone Number		FEIN Number of SSN	
		MBE Certification Number	
Work To Be Performed:			
Dollar Amount:		Percentage of Total Contract:	
Project Commitment Date:		Project Completion Date:	

USE ATTACHMENT CONTINUATION PAGE AS NEEDED

**SUMMARY**

**TOTAL MBE PARTICIPATION:** \_\_\_\_\_ %      \$ \_\_\_\_\_

Document Prepared By (please print or type): Name: _____
Title: _____ Date: _____

## ATTACHMENT 30 – DHR HARDWARE STANDARDS

(\*Revised December 2013)

**Dell** hardware is the standard platform for DHR desktops and notebook/laptops.

Listed below are the current **minimum** hardware, software and warranty requirements. Solicitations to vendors may be greater.

### **Desktop Standard**

#### **Hardware**

- A. **Business Class Workstation:** Dell **OptiPlex** line
- B. Processor: Quad Core (3.4 GHz, 8 M cache)
- C. Memory: 6.0 GB
- D. Monitor: 24" Wide Screen Flat Panel Monitor
- E. Graphics: AGP w/8MB video memory
- F. Hard Drive: 320 GB
- G. Network Card: 100/1000 Ethernet
- H. 16X DVD+/-RW
- I. Mouse: USB
- J. Keyboard: USB

#### **Software and Warranty**

- K. Operating System: Windows 7 Professional 64-bit
- L. Office Productivity Suite: Microsoft Office 2007 Professional
- M. Attachmate Extra! Terminal Emulator v9.x
- N. Keep your Hard Drive – **3 Year**
- O. Hardware Resource CD
- P. Warranty: 3 Year Next Business Day Onsite

#### **Uninterrupted Power Supply**

- Q. Smart-UPS 750VA 120V UPS System by APC.
- R. Each workstation shall have a UPS with enough power to provide ten (10) minutes of continuous power to the workstation during a power outage, allowing a staff member to complete an activity and perform a proper workstation shutdown.
- S. UPS devices shall also provide surge protection, power conditioning and adjustable voltage sensitivity.
- T. All workstation hardware components (desktop, scanner, monitor, and UPS) shall include a full three (3)-year Next Business Day Onsite Warranty.

## DHR IT Hardware (Notebook/Laptop) Standards

(\*Revised December 2013)

### Notebook/Laptop Standard

**NOTE:** In an effort to reduce equipment costs and simplify user support requirements, it is the policy of OTHS, that those DHR users who have a need for mobile computing utilize the notebook computer as their sole IT device. This eliminates the need for two separate computers and the associated costs and complexity of supporting multiple devices.

#### **Hardware**

- U. **Business Class laptop:** Dell **Latitude** line
- V. Processor: Quad Core Mobile – QM (2.7 GHz, 6 M cache)
- W. Memory: 6.0 GB
- X. Screen: 14.0” HD+ (1600x900) Anti-Glare LED
- Y. Hard Drive: 250 GB 7200 rpm
- Z. Graphics: nVidia® NVS™ 4200M 512MB DDR3 Discrete Graphics for Quad Core
- AA. Network Card: 100/1000 Ethernet
- BB. Wireless LAN: 802.11 a/g/n
- CC. 8X DVD+/-RW

#### **Port Replicator/Docking Station & Accessories:**

1. Compatible port replicator/docking station for notebook
2. Monitor: 24" Wide Screen Flat Panel Color Monitor, Lock Down Cable
3. Mouse: Optical USB
4. Keyboard: USB

#### **Software and Warranty Requirements**

5. Operating System: Windows 7 Professional 64-bit
6. Office Productivity Suite: Microsoft Office 2007 Professional
7. Attachmate Extra! Terminal Emulator v9.x
8. **Computrace Tracking Agent**
9. Keep your Hard Drive Option – **3 Year**
10. Hardware Resource CD
11. Warranty: 3 Year Next Business Day Onsite
12. **Hard-drive encryption solution that is FIPS 140-2 compliant**

\*The above DHR standards may change. Coordinate with the DHR-OTHS prior to making any purchases.

## DHR IT Hardware (Scanner) Standards

*Created: 31 March 2014*

**Fujitsu** hardware is the standard platform for DHR document imaging (ECMS) scanner hardware.

Listed below are the current **minimum** hardware, software and warranty requirements. These standards may change. Coordinate with the DHR-OTHS prior to making any purchases.

### **Automatic Document Feeder (ADF) Scanner Standard**

<b>Functional Specifications</b>			
Optical Resolution	Color (24 bit)	50 to 600 dpi (adjustable by 1 dpi increments, 1200 dpi)	
	Grayscale (8 bit)		
	Monochrome		
Output Format		Color: 24 bit, 8 bit/4 bit; Grayscale: 8 bit, 4 bit; Monochrome: 1 bit	
AD Converter		1024 levels (10 bit)	
<b>Scanning Speeds</b>			
Output (Letter/A4 size)		Simplex	Duplex
Color	200dpi	40 ppm	80 ipm
	300 dpi	40 ppm	80 ipm
Grayscale / Monochrome	200 dpi	60 ppm	120 ipm
	300 dpi	40 ppm	80 ipm
ADF Capacity		50 Sheets (letter/A4, 20 lb.)	
Document size	ADF minimum	2 in. x 3 in.	
	ADF maximum	8.5 in. x 14 in.	
ADF Paper Weight (Thickness)	Normal	11 to 56.2 lb. (41 to 209g/m <sup>2</sup> )	
	A8 sheets	34 to 56.2 lb. (127 to 209g/m <sup>2</sup> )	
Interface		Ultra SCSI (50m) / High Speed USB 2.0	

<b>Physical Specifications</b>	
Power requirements (auto-switching)	100 – 240 VAC, 50/60 Hz
Environmental Comatibility	ENERGY STAR® and RoHS
OS Support	Microsoft® Windows Server™ 2003 (32 bit/64 bit) / Microsoft® Windows Vista™ (32 bit/64 bit) / Microsoft® Windows® Server 2008 (32/64 bit) / Microsoft® Windows® 2008 R2 (64 bit) / Windows 7(32/64 bit)
Features	Ultrasonic Double Feed Detection, Intelligent Multi- Feed Function (iMFF), Paper Protection Function, Embossed Card Scanning Capability, Long Document Scanning, Automatic Color Recognition, Automatic Paper-Size Detection, Automatic De-skew Correction, Selectable White & Black Background (in ADF only).
Warranty/Support	3-Year Fujitsu Advance Exchange

## **Flatbed Scanner Standard**

<b>Functional Specifications</b>			
Image Sensor Type		Color Charge Coupled Device (CCD) x 3	
Light Source		White cold cathode discharge lamp	
Optical Resolution	Color (24 bit)	50 to 600 dpi (adjustable by 1 dpi increments, 1200 dpi)	
	Grayscale (8 bit)		
	Monochrome		
Output Format		Color: 24 bit, 8 bit/4 bit; Grayscale: 8 bit, 4 bit; Monochrome: 1 bit	
AD Converter		1024 levels (10 bit)	
<b>Scanning Speeds</b>			
Output (Letter/A4 size)		Simplex	Duplex
Color	200dpi	40 ppm	80 ipm
	300 dpi	40 ppm	80 ipm
Grayscale / Monochrome	200 dpi	60 ppm	120 ipm
	300 dpi	40 ppm	80 ipm
ADF Capacity		50 Sheets (letter/A4, 20 lb.)	
Document size	ADF minimum	2 in. x 3 in.	
	ADF maximum	8.5 in. x 14 in.	
	Flatbed	8.5 in x 11.69 in.	
ADF Paper Weight (Thickness)	Normal	11 to 56.2 lb. (41 to 209g/m <sup>2</sup> )	
	A8 sheets	34 to 56.2 lb. (127 to 209g/m <sup>2</sup> )	
Interface		Ultra SCSI (50m) / High Speed USB 2.0	
<b>Physical Specifications</b>			
Power requirements (auto-switching)		100 – 240 VAC, 50/60 Hz	

Power consumption	28 – 34 W, Energy saving mode: 12 W
Environmental Comatability	ENERGY STAR® and RoHS
Dimensions (W x D x H)	11.8 x 22.9 x 9.0 in. (301 x 567 x 229 mm)
OS Support	Microsoft® Windows Server™ 2003 (32 bit/64 bit) / Microsoft® Windows Vista™ (32 bit/64 bit) / Microsoft® Windows® Server 2008 (32/64 bit) / Microsoft® Windows® 2008 R2 (64 bit) / Windows 7(32/64 bit)
Features	Ultrasonic Double Feed Detection, Intelligent Multi-Feed Function (iMFF), Paper Protection Function, Embossed Card Scanning Capability, Long Document Scanning, Automatic Color Recognition, Automatic Paper-Size Detection, Automatic De-skew Correction, Selectable White & Black Background (in ADF only).
Warranty/Support	3-Year Fujitsu Advance Exchange