



**MARYLAND DEPARTMENT OF THE ENVIRONMENT
OFFICE OF INFORMATION MANAGEMENT AND TECHNOLOGY**

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

**CONVERSION TO MARYLAND'S SAFE DRINKING
WATER INFORMATION SYSTEM (SDWIS)/STATE**

CATS II TORFP # U00B2400011

ISSUE DATE: 1/23/2012

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KEY INFORMATION SUMMARY SHEET

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

TORFP Title:	Conversion to Maryland's SDWIS/STATE
Functional Area:	Functional Area 5 - Software Engineering
TORFP Issue Date:	January 23, 2012
Closing Date and Time:	March 2, 2012 at 2:00 PM EST
TORFP Issuing Agency:	Maryland Department of the Environment Office of Information Management and Technology Water Management Administration, Water Supply Program
Send Questions and Proposals to:	Dinesh Gandhi – Procurement Associate DGandhi@mde.state.md.us
TO Procurement Officer:	William Kamberger – Director, Procurement Office Phone Number: 410-537-3076 Office FAX Number: 410-537-4443 Email; Bkamberger@mde.state.md.us
TO Manager:	Wayne Petrush - Director, Project Management Office Phone Number: (410) 537-3099 Office FAX Number: (410) 537-3093 Email: wpetrush@mde.state.md.us
TO Project Number:	B.P.O. # U00B2400011
TO Type:	Fixed Price; Time and Materials
Period of Performance:	Approximately 2 years after NTP. 1 Base Year and 1 Year Renewal Option
MBE Goal:	25 Percent
Small Business Reserve (SBR):	No
Primary Place of Performance:	Maryland Department of the Environment 1800 Washington Blvd. Baltimore, MD 21230
TO Pre-proposal Conference:	February 9, 2012 @ 10 AM Aeris Conference Room Maryland Department of the Environment 1800 Washington Blvd. Baltimore, MD 21230 (See ATTACHMENT 6 – DIRECTIONS)

SECTION 1 - ADMINISTRATIVE INFORMATION

1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT

The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement scope issues, and for authorizing any changes to the TO Agreement. See Section 2.10 for information on change orders.

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

1.2 TO AGREEMENT

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

1.3 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the stated date and exact time. The time will be local time as determined by MDE's e-mail system time stamp. The TO Proposal is to be submitted via e-mail as two attachments in MS Word format and the email may not exceed 25 MB. The "subject" line in the e-mail submission shall state the TORFP (B.P.O. # U00B2400011). The first file will be the TO Proposal technical response to this TORFP and titled, "CATS II TORFP (B.P.O. # U00B2400011) Technical". The second file will be the financial response to this CATS II TORFP and titled, "CATS II TORFP (B.P.O. # U00B2400011) Financial". The following proposal documents must be submitted with required signatures as .PDF files with signatures clearly visible:

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

1.4 ORAL PRESENTATIONS/INTERVIEWS

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

1.5 MINORITY BUSINESS ENTERPRISE (MBE)

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

1.6 CONFLICT OF INTEREST

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

COMAR 21.05.08.08A, the TO Procurement Officer may reject a Master Contractor's TO Proposal under COMAR 21.06.02.03B.

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

1.7 NON-DISCLOSURE AGREEMENT

Certain system documentation may be available for potential Offerors to review at a reading room at MDE Headquarters, located at 1800 Washington Blvd., Baltimore, MD. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement (Offeror) in the form of Attachment 10. Please contact the TO Procurement Officer of this TORFP to schedule an appointment.

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

1.8 LIMITATION OF LIABILITY CEILING

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

1.9 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES

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

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

1.10 ACRONYMS

For purposes of this TORFP, the following acronyms or terms have the meanings indicated below:

Acronym	Description
AL	Action Level
ARMA	Air and Radiation Management Administration
ASA	Administrative Services Administration
CATS	Consulting and Technical Services
CCR	Consumer Confidence Report
CDX	Central Data Exchange
CMS	Content Management System
COTS	Commercial Off the Shelf
CROMERR	Cross Media Electronic Reporting Regulation
CWS	Community Water System
DCTS	Data Collection and Tracking System (for the Long Term 2 Enhanced SWTR)
D/DBPR	Disinfectants / Disinfection Byproducts Rule

Acronym	Description
DHMH	Department of Health and Mental Hygiene
DMZ	Demilitarized Zone
DoIT	State of Maryland Department of Information and Technology
EEMS	Enterprise Environmental Management System
EPA	United States Environmental Protection Agency
FRS	Facility Registry System
GWR	Ground Water Rule
GWUDI	Ground Water Under the Direct Influence (of Surface Water)
HP	Hewlett Packard
HTML	HyperText Markup Language
IOC	Inorganic Contaminant
LCR	Lead and Copper Rule
MCL	Maximum Contaminant Level
MDE	Maryland Department of the Environment
MRDL	Maximum Residual Disinfectant Level
MS	Microsoft
NTE	Not To Exceed
NTNCWS	Non-Transient Non-Community Water System
NTP	Notice To Proceed
NSP	Not Separately Priced
OIMT	MDE Office of Information Management & Technology
ODS	Operational Data Store
PDF	Portable Document Format
PDWIS	Public Drinking Water Information System
PMBOK	Project Management Body of Knowledge
PMI	Project Management Institute
PMP	Project Management Professional
PNR	Public Notification Rule
POC	Point of Contact
PPT	Microsoft Office PowerPoint Document
QA	Quality Assurance
QC	Quality Control
RIA	Rich Internet Application
RSS	Really Simple Syndication
SAN	Storage Area Network
ROM	Rough Order Of Magnitude
SDWARS	Safe Drinking Water Accession and Review System
SDLC	Systems Development Life Cycle
SDWIS	Safe Drinking Water Information System
SDWIS/Fed	Safe Drinking Water Information System/Federal
SDWIS/FedRep	Safe Drinking Water Information System/Federal Reporting
SDWIS/STATE	Safe Drinking Water Information System/State
SDWIS/ODS	Safe Drinking Water Information System/Operational Data Store

Acronym	Description
SFTP	Secure File Transfer Protocol
SI	Subject Interest
SLA	Service Level Agreement
SOAP	Simple Object Access Protocol
SOC	Synthetic Organic Contaminant
SQL	Structured Query Language
SSA	Science Services Administration
SSL	Secure Socket Layer
SWTR	Surface Water Treatment Rule
TCR	Total Coliform Rule
TEMPO	Tools for Environmental Management and Protection Organizations
TNCWS	Transient Non-Community Water System
TO	Task Order
TOP	Task Order Proposal
TORFP	Task Order Request for Proposals
TPA	Trading Partner Agreements
TRM	Technical Reference Model
UAT	User Acceptance Testing
UCMR	Unregulated Contaminant Monitoring Rule
URL	Uniform Resource Locator
VOC	Volatile Organic Contaminant
WAP	Water Appropriation Permit
WAS	Waste Management Administration
WBS	Work Breakdown Structure
WMA	Water Management Administration
WQX	Water Quality Exchange
WSP	Water Supply Program
WWW	World Wide Web
WYSIWYG	What You See Is What You Get
XHTML	Extensible Hypertext Markup Language
XML	Extensible Markup Language
XSL	Extensible Stylesheet Language

SECTION 2 - SCOPE OF WORK

2.1 PURPOSE AND BACKGROUND

2.1.1 PURPOSE

The Maryland Department of the Environment (MDE), Office of Information Management & Technology and Water Management Administration's (WMA's) Water Supply Program are issuing this CATS II TORFP to obtain technical consulting, application development, configuration, data migration and implementation services for the Department's conversion of the Public Drinking Water Information System (PDWIS)-Oracle database to a Commercial Off the Shelf (COTS) SDWIS/STATE application.

The WMA's Water Supply Program wishes to contract with an outside vendor to adopt and implement the web-based SDWIS/STATE 3.0 (or the most current proven version of the COTS SDWIS/STATE) which would provide the following benefits:

- Lowest cost to acquire and implement;
- High level of user support;
- Reduced maintenance costs;
- Increased efficiency in terms of staff and resources; and
- Robust compliance determination modules to provide for improved compliance tracking.

The work required in this contract will be broken into three tasks and one optional task: Task 1 will involve the Project Initiation; Task 2 will involve the development of an Implementation plan; Task 3 will involve the implementation of the Maryland SDWIS/STATE including the installation of SDWIS/STATE Suite of Products, the migration of legacy data, setting up automated schedules for monitoring periods and sampling requests, setting up of the database to perform automated compliance determinations, and the customization of SDWIS/STATE required to meet the State specific requirements. In addition, data in the current ORACLE-based PDWIS system that is not in SDWIS/STATE will need to be maintained in forms and tables that are to be developed under this contract.

This TORFP will specifically address the:

- Installation of COTS SDWIS/STATE Suite of Products.
- Design, development, integration, and implementation of an application to satisfy Maryland's specific requirements that may not be fully accommodated by the COTS SDWIS/STATE application.
- Migration of PDWIS, PDWIS data flows and PDWIS forms to Maryland SDWIS/STATE. One hundred percent of Maryland's historical data in PDWIS shall be migrated.
- Interface with MDE's Enterprise Environmental Management System (EEMS).

2.1.2 REQUESTING AGENCY BACKGROUND

The mission of the MDE is to protect and restore the quality of Maryland's air, water, and land resources. The agency fosters smart growth, economic development, healthy and safe communities. This includes quality environmental education for the benefit of the environment, public health, and future generations. The Department accomplishes its mission by assessing, preventing, and controlling sources of environmental pollution to foster a better quality of life for all Marylanders.

The Department's four principal environmental Administrations are the Air and Radiation Management Administration (ARMA); the Land Management Administration (LMA); the WMA; and the Science Services Administration (SSA). A fifth Administration, the Operational Services Administration (OSA), is responsible for managing personnel, fiscal, and procurement activities. The agency operates a Baltimore-based headquarters with regional facilities located in Annapolis, Frostburg, Centerville, Cambridge, Salisbury, and Hagerstown. MDE

presently employs a staff of over 1000, which is predominantly comprised of engineers and scientists. Approximately 850 employees are located at the headquarters location.

The Office of Information Technology and Management (OIMT) provides centralized technical support for the Department. The Information Management, Data Integration and Data Access Division will have the primary responsibility for the on-going support and maintenance of the Maryland SDWIS/STATE system. The Water Management Administration, Water Supply Program (WSP) will have the primary responsibility for maintaining the data and determining future upgrades to the database to comply with Federal reporting requirements under the Safe Drinking Water Act (SDWA) and to determine the functional needs of the system.

2.1.3 PROJECT BACKGROUND

The MDE WMA is required to maintain and exchange data with the United States Environmental Protection Agency (EPA). The EPA has developed the Central Data Exchange (CDX) which states use to exchange data.

As a primacy agency, the Maryland Department of the Environment is required by the EPA to ensure that public drinking water systems meet Federal and State requirements under the SDWA. In addition, Maryland issues water appropriation permits for both public drinking water systems and commercial entities statewide. Maryland is required to submit data to the Federal Safe Drinking Water Information System (SDWIS/Fed) quarterly.

The MDE's Water Supply Program has been using its existing legacy PDWIS for over 18 years for most of its data management, compliance tracking, and reporting to SDWIS/Fed. As the EPA develops new regulations and guidelines under the SDWA, the WSP must respond by reconfiguring and retooling PDWIS in order to report the required data. Due to the continuing rule-making activities by the EPA and the increasing complexities of the drinking water rules and regulations, primacy agencies, such as MDE, often experience difficulties meeting these objectives. Available technology resources cannot keep pace with the increasing demands. The current data system is no longer adequate for the need for efficient compliance determination and accurate and timely reporting, particularly in regard to newer rules and regulations, such as the Stage 2 Disinfectants Disinfection Byproducts Rule, the Long Term 2 Enhanced Surface Water Treatment Rule, and the Ground Water Rule.

The current available options include: 1. Continue with the current data system and use a variety of external applications to supplement and satisfy the need; 2. Upgrade or redevelopment of current system; 3. Develop an entirely new data system designed to meet all requirements of SDWA; or 4. Implementation of SDWIS/STATE 3.0 (or the most current proven version of the COTS SDWIS/STATE). All of the options have cost associated in terms of staff, funds, and time. On-going user and technical support may not be available, or the support may be too burdensome to the system with new requirements. The SDWIS/STATE option, however, has the advantage of being "off the shelf" software and is provided by the EPA free of charge. EPA and its contractors will also be providing a series of on-site user training sessions for the SDWIS/STATE software as well as on-going technical support via the SDWIS Hotline. In addition, many states have found technical support by consulting with other SDWIS/STATE states.

This CATS II TORFP will utilize funding authorized for the State of Maryland for Public Water System Supervision activities. These activities include quarterly reporting to the SDWIS/Fed. The data submitted include, but are not limited to, public water system inventory information, sample results for specific contaminants, the incidence of violations, and information on enforcement activities related to these violations. Implementation of SDWIS/STATE 3.0 (or the most current proven version of the COTS SDWIS/STATE) will allow for electronic reporting by laboratories, improved electronic reporting to EPA, and upgrades for new federal and State regulations.

MDE provides data feeds to the EPA from legacy system sources. These feeds are transferred through the existing XAware Network Node 1.1 or the EPA CDX. Per EPA requirements, MDE will be upgrading our Node to version 2.0 to provide consistent features and services. The CDX, which is a point of entry to the Environmental Information Exchange Network (Exchange Network) for environmental data submissions, anticipates supporting dual end-points for Node 1.1 and Node 2.0 for approximately 18 months after adoption of Node 2.0 by the Exchange Network governance.

SDWIS/STATE performs Quality Assurance/Quality Control (QA/QC) on each specific data flow, and writes well formed XML and other file formats to send data to the CDX and EPA Systems. Additional QA/QC is performed

by the end-user for well construction permit data, water appropriation permit data, operator certification data, and laboratory certification data.

2.1.4 CURRENT OPERATING ENVIRONMENT

MDE currently uses Novell and Groupwise as their network operating and mail systems and has no immediate plans to migrate to Microsoft products such as Microsoft Advanced Server and Microsoft Exchange Server. The Fortis document management system is currently in use with projects underway to expand the use of this system within MDE. Oracle and Microsoft SQL Server databases are currently in use and can be readily supported. The existing MDE web environment is based upon Microsoft SharePoint 2007 and Microsoft SQL Server 2008. Where possible, MDE upgrades software to the most current stable and supported product release. In general, MDE does not support proprietary systems and prefers to deploy scalable systems with the capability to expand to handle growing amounts of work and open architecture where application data is readily and inherently accessible in standard formats like XML and available to other data systems through web services that enable interoperability and data exchange with existing MDE systems.

MDE procures HP Servers specifying the HP Care Pack, which provides 3 years of maintenance and support. Servers after this initial period of coverage are then added to MDE's HP Server Maintenance and Support Agreement. The 4th year and beyond then becomes part of MDE's baseline operating expense.

For backup and recovery MDE utilizes Syncsort Software with Quantum hardware. This is a highly scalable system and is being used to provide backup and recovery for the SharePoint Content Management System (CMS) web server environment(s).

2.1.5 EXISTING SYSTEM COMPONENTS AND MDE'S CURRENT TECHNICAL ENVIRONMENT

2.1.5.1 PDWIS EXCHANGE NETWORK COMPONENTS

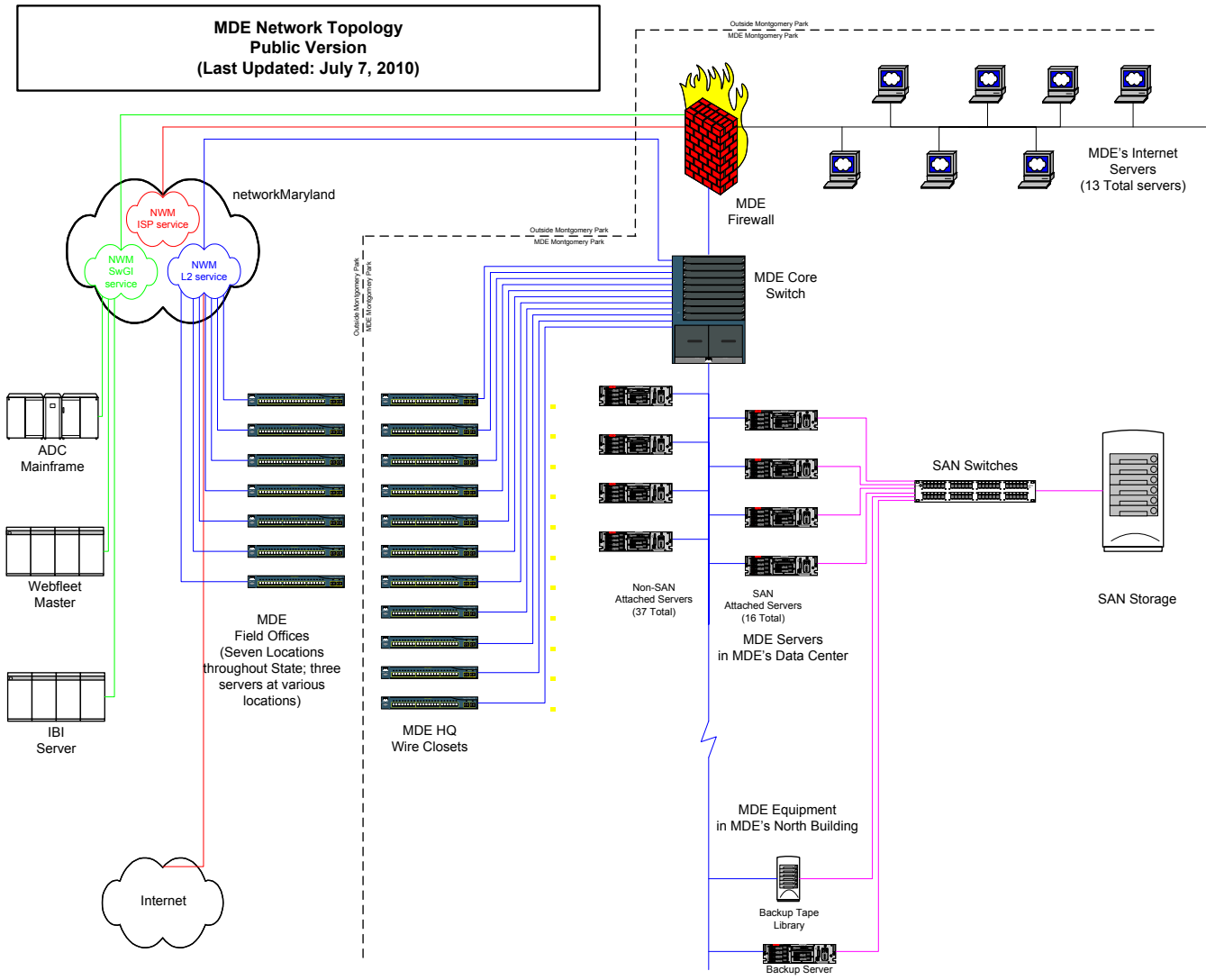
MDE's PDWIS Exchange Network includes several different components that are not yet fully integrated:

- EEMS/TEMPO – Enterprise Environmental Management System which is environmental data system which is maintained for the MDE. EEMS is comprised of a backend database using Oracle 10g.
- Legacy Database (PDWIS) that is comprised of Oracle 8i and SQL Server.
- MDE's Current Data Flows – Flows that are being sent to EPA using various transfer methods and formats.
- Node 2.0 – The planned MDE Node version 2.0 (Node 2.0 that will support versions 1.1 and 2.0 concurrently)

2.1.5.2 NETWORK TOPOLOGY

MDE's Network Topology is illustrated in Exhibit 2-1.

Exhibit 2-1 – MDE’s Network Topology



2.1.6 MDE'S TECHNICAL ENVIRONMENT

2.1.6.1 CURRENT WORKSTATION SOFTWARE

- Operating System: Windows XP SP3
- Internet Explorer 8

2.1.6.2 CURRENT DATABASE SOFTWARE

- Oracle 10.2.0.3 and Oracle 8i (8.1.7x)
- Microsoft SQL Server 7, SQL Server 2000, SQL Server 2005, and SQL Server 2008
- Microsoft Access 97, 2000, 2003
- Apache Tomcat 5.0.28
- JavaScript
- Visual Fox Pro 9.0

2.1.6.3 CURRENT DEVELOPMENT SOFTWARE

- Services Oriented Architecture (SOA) and .NET programming standards using Visual Basic .Net
- Visual Fox Pro 9.0
- Visual Studio 2005/2008 (Planned: Visual Studio 2010)
- .NET Framework 2008
- XMLSPY 2010 Enterprise Edition

2.1.6.4 CURRENT OIMT STAFF TECHNICAL SKILLS AND EXPERTISE

- Services Oriented Architecture (SOA) and .NET programming standards using Visual Basic .NET
- Programming skills using Microsoft Visual Studio 2005/2008 to produce VB.NET and ASP.NET` program code
- SQL and PS/SQL using Oracle 10.2.0.3, Oracle 9i, and Oracle 8i (8.1.7x)
- VB Scripting
- Writing, reading, converting , and generating XML files

2.1.6.5 CURRENT WSP STAFF TECHNICAL SKILLS AND EXPERTISE

- SQL and PS/SQL using Oracle 8i
- MS Access 97 and 2003 reporting from PDWIS
- Writing, reading, converting , and generating XML files
- Work with SDWIS/Fed and SDWIS/ODS for routine EPA reporting

2.1.6.6 CURRENT HARDWARE

- Hewlett Packard (HP) Proliant ML570
- HP Proliant DL360 G3
- HP Proliant DL360 G4
- HP Proliant DL360 G4p
- HP Proliant DL360 G5
- HP Proliant DL360 G6
- HP Proliant DL380 G3
- HP Proliant DL380 G4
- HP Proliant DL380 G5
- HP Proliant DL380 G6
- HP Proliant DL380 G7
- HP Proliant DL580 G2
- Sun Microsystems Fire V240
- Sun Microsystems Fire V245
- Additional hardware information included in Attachment 14

2.1.7 CURRENT EPA SDWIS DATA FLOWS

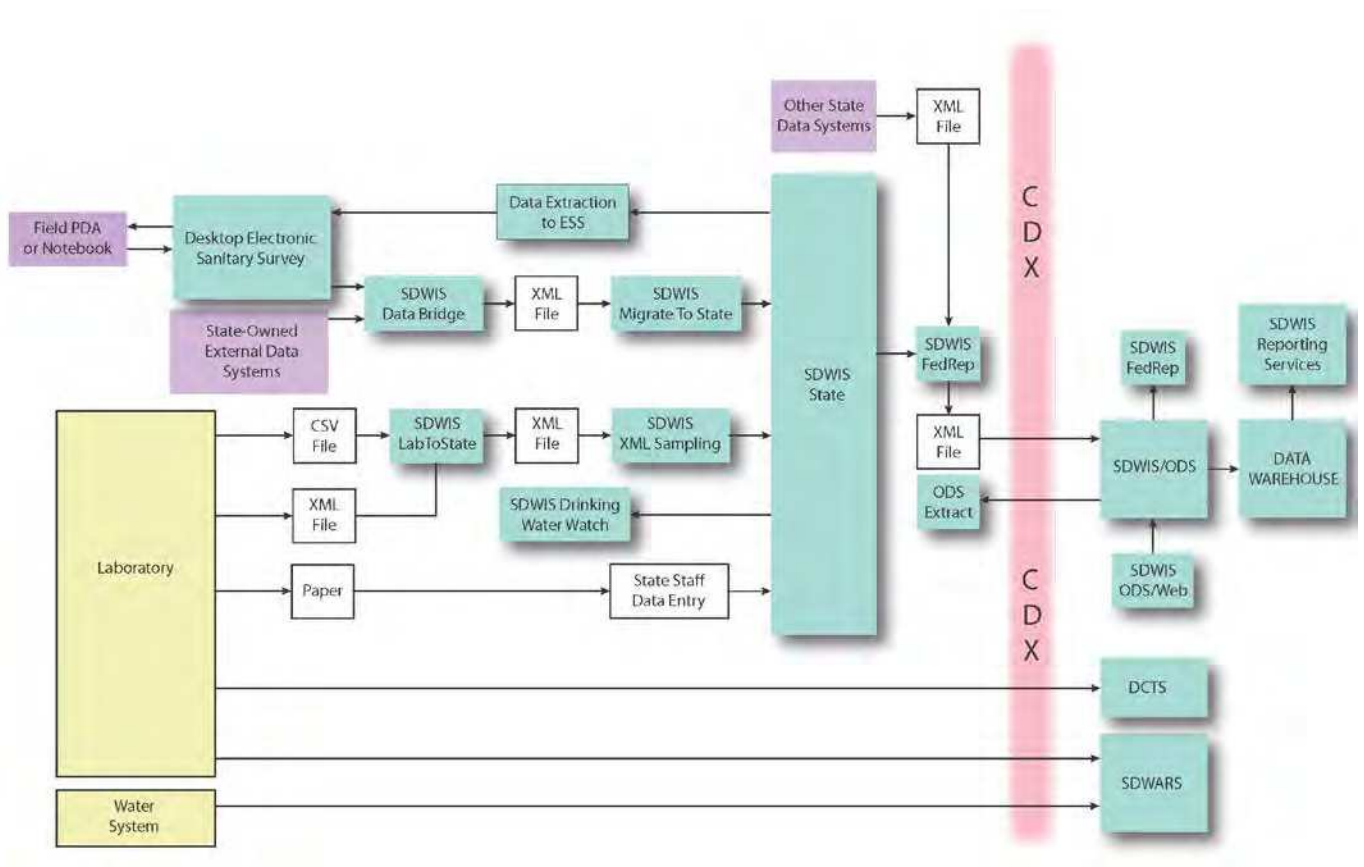
Exhibit 2-2 displays an overview of the EPA's Office of Ground Water and Drinking Water SDWIS data flows. The blue boxes represent SDWIS products maintained by EPA, while the purple boxes are State-owned and maintained systems.

These data flow products were designed to enable SDWIS/STATE users to populate the database from external sources. For example, laboratories which report sample results electronically do so by logging into Lab to State (on the State's web site) and depositing the files. Lab to State creates an XML file which the State then moves into SDWIS/STATE tables using XML Sampling. Likewise, a state can move all other types of data using the Data Bridge (which creates an XML file), which are then moved into SDWIS/State tables using Migrate to State. The Electronic Sanitary Survey module enables states to load their SDWIS/STATE data and a question set on a tablet PC, use it during a sanitary survey (site inspection), then upload the data to update their SDWIS/STATE database. States may also choose to use Drinking Water Watch to make their data available to the public on the web.

To facilitate reporting to EPA, primacy agencies (states) use SDWIS/FedRep which extracts the data from SDWIS/STATE, creates an XML file, validates the data file, and produces error reports. States then log on to the CDX, which is EPA's portal through which all data is received. That data is loaded into SDWIS/Operational Data Store (ODS). On a quarterly basis, EPA pulls the data from ODS into the Drinking Water Data Warehouse, where it is used by many programs.

The blue boxes to the right of the CDX are comprised of SDWIS/Fed. The flow from laboratories and water systems directly into the SDWARS data system do not involve primacy agencies, but also is maintained by EPA and contains monitoring result information about unregulated contaminants. The laboratories and water systems send data to the DCTS database which contains information about specific EPA regulations.

Exhibit 2-2 EPA Office of Ground Water and Drinking Water Data Flows



2.1.8 PROJECT APPROACH

The TO Contractor shall implement Maryland SDWIS/STATE and configure the associated hardware and software for a Development/Test and Production environment.

The TO Contractor shall perform all work defined in this TORFP in accordance with the State's System Development Life Cycle (SDLC) methodology, Project Management Institute's Project Management Body of Knowledge (PMBOK) guide and other policies and procedures as identified in Section 2.4.

The approach of the Project as defined within this TORFP is to:

- Define the process to implement SDWIS/STATE at MDE.
- Meet with the WSP business program to define the detailed requirements for Maryland's SDWIS/STATE.
- Install, configure and deploy the hardware and software for the Production and Development/Test Environments.
- Configure, install and deploy the proposed SDWIS/STATE application.
- Migrate the existing Data Flows and Data from PDWIS.
- Test the SDWIS/STATE functionality in the Production and Development/Test Environments.
- Provide training to MDE staff on the use and maintenance of SDWIS/STATE.
- Provide support and maintenance of SDWIS/STATE as required by MDE.

2.2 STATEMENT OF WORK

Implementation of SDWIS/STATE will require a substantial amount of planning. The implementation process generally involves a series of phases, each focusing on distinct tasks. The TO Contractor shall perform the following tasks to fulfill the technical requirements of this TORFP:

2.2.1 Task 1 - Project Initiation

2.2.1.1 Performance Objective

The TO Contractor shall provide the necessary staff resources to coordinate and conduct the project initiation kick off meeting. The TO contractor shall develop the TO Contractor's Project Management Plan (PMP) and Project Schedule. The MDE Master PMP and Schedule will incorporate elements of the TO Contractor's PMP and Project Schedule. The TO Contractor's PMP shall include at a minimum a project scope definition, quality management plan, communications management plan, risk management plan, project schedule, resource management plan and Work Breakdown Structure (WBS) with WBS Dictionary. All planning documents shall be updated, maintained and distributed throughout the life cycle of the project by the TO Contractor PM. The TO Contractor shall secure the services of a Project Manager with active certification from the Project Management Institute (PMI) as a PMP to manage this project for the TO Contractor.

2.2.1.2 Set of Measurable Benefits/Improvements Outcomes

Measurable outcomes are to provide the MDE with a detailed Project Management Plan and Project Schedule and to coordinate and conduct the Project Kick-off meeting with the MDE.

2.2.1.3 Technical Requirements

The TO Contractor Project Manager shall utilize industry standard Project Management tools and techniques to plan, execute, monitor, control and close the TO Contractor Project.

- 2.2.1.3.1** The TO Contractor shall utilize the high level requirements identified in this TORFP to develop a detailed Project Management Plan for implementation of the Maryland SDWIS/STATE that includes:
- Project Scope Definition and Management
 - Quality Management Plan
 - Integration Management Plan
 - Cost Management Plan
 - Communications Management Plan
 - Risk Management Plan
 - Human Resource Management Plan
 - Schedule Management Plan
 - Change Management Plan
 - Procurement Management Plan
 - Work Breakdown Structure and WBS Dictionary.
- 2.2.1.3.2** The TO Contractor Project Manager shall utilize the high level requirements identified in this TORFP to develop a Project Schedule using Microsoft Project. The TO Contractor’s project schedule shall be merged with the MDE Master Project Schedule and shall be used by both the TO Contractor PM and the MDE PM to monitor and track progress and take corrective actions where needed.
- 2.2.1.3.4** The TO Contractor Project Manager shall ensure that key personnel participate in a Kick-off meeting which the TO Contractor Manager will present the TO Contractor’s Project Management Plan, Project Schedule, and overall approach to completing the Tasks defined in this TORFP.

2.2.2 Task 2 – Maryland SDWIS/STATE Implementation Planning

2.2.2.1 Performance Objective

The objective of this task is to develop detailed planning documents for the design, development, testing, and implementation of the new Maryland SDWIS/State system.

2.2.2.2 Set of Measurable Benefits/Improvements Outcomes

Measurable outcomes are to provide the MDE with the detailed planning documents that will be used as the basis for the design, development, configuration, testing, and implementation of the Maryland SDWIS/STATE.

2.2.2.3 Technical Requirements

At a minimum, the TO Contractor shall perform the following tasks outlined below.

- 2.2.2.4.1** TO Contractor shall develop a Detailed System and Functional Business Requirements Document that further details the system and functional business requirements needed to design and develop the new Maryland SDWIS/STATE system. The TO Contractor shall document the “As-Is” and “To-Be” business functionality in this document. The TO Contractor shall use ATTACHMENT 14, High Level System and Functional Requirements Document as reference information in completing this task. MDE envisions that this document will also be used to develop system testing plans to ensure that the system meets the expectations of the WSP staff. The proposed format must be approved by the TO Manager. This document shall include:
- Any customization needed to satisfy Maryland’s specific requirements that may not be fully accommodated by the COTS SDWIS application including the ability to link live data and/or upload the data as applicable.

- The requirements and details for the TO Contractor to create an interface or a method of exchanging/sharing data between SDWIS State and EEMS (TEMPO).
- The system and functional business details for setting up automated scheduling of monitoring periods and sampling requirements.
- The necessary setup tasks for laboratories to include the ability to associate laboratories with Standard Methods of analysis and the analytes for which they are certified.
- The details for electronic reporting Maryland's SDWIS/STATE to SDWIS/Fed and SDWIS/ODS.
- A Requirements Traceability Matrix that the TO Contractor shall develop and maintain throughout the life cycle of the project as provided in ATTACHMENT 16.

2.2.2.4.2 TO Contractor shall develop a Maryland SDWIS/STATE Hardware and Software Configuration and Installation Plan that specifies and describes all needed hardware, software, licenses, hardware maintenance agreements, and software maintenance agreements for the Maryland SDWIS/STATE. The MDE reserves the right to procure any or all of these items through other procurement vehicles. This document shall describe how the Maryland SDWIS/STATE shall be deployed and integrated within the Department's physical environment. This document shall include a network architectural/topological drawing and written documentation describing how the system functions and the prescribed requirements for optimal performance and load balancing.

2.2.2.4.3 TO Contractor shall develop an Integration Testing Plan for testing, verifying and validating the integration of the proposed Maryland SDWIS/STATE into MDE's technical environment.

2.2.2.4.4 TO Contractor shall develop a Data Flow Design and Configuration document for implementing WSP's data flows. This document shall include the system inputs, processes, outputs and interfaces (both internal and external). This document shall describe the data validation checks including the ability to identify and mark records that fail based upon MDE SDWIS/STATE business rules, and the rules applied by the EPA. This document shall provide the details of the data exchange processing rules governing the data flow and the supported data services and processes that are used to exchange information. This document shall describe the communication between the Maryland SDWIS/STATE, the Node 2.0 Development/Test and Production Environments, the EPA CDX, the EPA SDWIS/Fed, and the EPA ODS. This document shall describe the process for the MDE Centralized Node 2.0 Network Exchange to communicate with the EPA sites and send messages on the Data Flow transmittal status to MDE staff. This document shall describe the process for submitting the SDWIS Data Flow to the CDX in the event that the MDE Node 2.0 is not available.

2.2.2.4.5 TO Contractor shall develop a Data Cleanup and Migration Plan that details the activities required to cleanup the data in the current legacy PDWIS-Oracle database, map that data to the proposed system, migrate the data, and validate the data to the proposed Maryland SDWIS/STATE database.

2.2.2.4.6 TO Contractor shall develop a Security Configuration and Authentication Plan. This plan shall comply with the EPA's security standards and the State of Maryland Data Security Standards and Policies and MDE's OIMT Policies and practices. This plan shall follow generally accepted industry best practices such as Sysadmin Audit Network Security (SANS) Institute, Open Web Application Security Project (OWASP) and National Institute of Standards Technology (NIST). This plan shall describe the security level and privileges for any accounts required by the SDWIS/STATE software. This plan shall provide the details for encrypting communication between MDE's Demilitarized Zone (DMZ) based server and the EPA CDX and other State partners. This plan shall provide the details for authenticating inbound communication and shall ensure that all authentications occur on MDE's DMZ. This plan shall include the protocol required for inbound and outbound communication. This plan shall describe the log files that will be created to document the authorization of requests via web services.

2.2.2.4.7 TO Contractor shall develop a Maryland SDWIS/STATE Performance and Acceptance Plan for testing, verifying, and validating the performance of the data flow and the proposed SDWIS/STATE

system. This plan shall describe the scope, content, methodology, sequence, management of, and responsibilities for test activities. This plan shall describe how the performance of the proposed Maryland SDWIS/State will be tested, verified and validated against all requirements defined in the Detailed System and Functional Business Requirements Document

- 2.2.2.4.8 TO Contractor shall develop an Administrator and User Training Plans that detail the training curriculums for the proposed Maryland SDWIS/STATE System.
- 2.2.2.4.9 TO Contractor shall develop a Maryland SDWIS/STATE Implementation Plan that presents baseline plans for system installation, configuration, testing, data cleanup and migration, and performance tuning of the systems. Additionally, the Implementation Plan shall address activities and tasks to be completed during implementation including testing, training, implementation and post-implementation activities.
- 2.2.2.4.10 TO Contractor shall provide a statement granting State ownership of any code that requires customization

2.2.3 **Task 3 – Implementation of Maryland SDWIS/STATE**

2.2.3.1 **Performance Objective**

The TO Contractor shall implement the proposed Maryland SDWIS/STATE System in accordance with the Implementation Plan to include installation, configuration, testing, data cleanup and migration, and performance tuning of the systems to include, but not limited to the database, operating systems, server hardware and network devices provided by the TO Contractor in a production environment at MDE. Data cleanup and migration will be limited to data that is stored on the legacy production MDE PDWIS. MDE OIMT and WSP Staff will be available to confirm TO Contractor test results and system functionality as well as provide coordination and support the TO Contractor when the proposed Maryland SDWIS/STATE System is moved into the MDE production environment.

2.2.3.2 **Set of Measurable Benefits/Improvements Outcomes**

Measurable outcomes are to implement the Maryland SDWIS/STATE System, including installation, configuration, testing, data cleanup and migration, and performance tuning of the systems in accordance with MDE requirements. This Task provides operational efficiencies to MDE and enhances MDE services to its customers by:

- Improving accuracy and quality of MDE data that is exchanged with the EPA;
- Improving overall reliability and performance of the data flow transfer process by converting MDE's data flows to the Maryland SDWIS/STATE;
- Maximizing use of MDE resources by eliminating double data entry into TEMPO and SDWIS/STATE by providing an interface between TEMPO and SDWIS/STATE;
- Providing a secure .Net framework of a Node 2.0 for both inbound and outbound SOAP Requests;
- Improving MDE's ability to transfer data to SDWIS/Fed and SDWIS ODS by developing, configuring and implementing the National and Regulated data flows;
- Integrating security standards within SDWIS/STATE and within MDE's technical infrastructure.

2.2.3.3 **Technical Requirements**

At a minimum, the TO Contractor shall perform the tasks outlined below.

- 2.2.3.3.1 The TO Contractor shall provide the proposed Maryland SDWIS/STATE Hardware and Software System Installation, Configuration, Security Specification, Operations and Maintenance Documentation for MDE OIMT Staff. These documents will be provided in Microsoft Word and will provide OIMT Staff, at a minimum, with the procedures and system information required to

install and configure the Maryland SDWIS/STATE, perform routine operations and maintenance on the system, and reference configuration settings and system specifications.

- 2.2.3.3.2 The TO Contractor shall manage and document all Maryland SDWIS/STATE configuration settings and maintain the accuracy of this information until the end of the 90 calendar day production warranty period (Section 2.2.3.3.7).
- 2.2.3.3.3 The TO Contractor shall purchase the MDE approved Maryland SDWIS/STATE Hardware, Software, Licenses, Hardware Maintenance, and Software Maintenance as proposed in Section 3.2.1. The MDE reserves the right to procure these items through other procurement vehicles.
- 2.2.3.3.4 The TO Contractor shall implement the Maryland SDWIS/STATE in accordance with the approved Maryland SDWIS/STATE Implementation Plan to include installation, configuration, testing, data cleanup and data QA/QC, data migration, development of data flows and data flow migration, authentication methods for web services, establishing the protocol for inbound and outbound communication, generation of log files and performance tuning of the system in the production and development/test environments at MDE. MDE OIMT Staff will be available over a two (2) week period to confirm the TO Contractor test results and system functionality as well as provide coordination and support the TO Contractor when the new Maryland SDWIS/STATE is moved into the MDE production environment.
- 2.2.3.3.5 The TO Contractor shall perform Maryland SDWIS/STATE performance and acceptance validation testing, and reporting, with State provided testers, in accordance with the approved MDE Performance and Acceptance Plan using TO Contractor developed performance and acceptance criteria based on MDE requirements. All performance and acceptance validation testing criteria shall be reviewed and approved by the MDE TO Manager prior to testing. MDE shall provide staff to perform the user acceptance testing.
- 2.2.3.3.6 The TO Contractor shall conduct training sessions for up to 30 MDE designated end-users and administrators on the use and administration of the Maryland SDWIS/STATE in accordance with the MDE approved Administrator and User Training Plan including submission of the Maryland SDWIS/STATE training materials and user manuals for the system. Training will be performed at the MDE training room in the Baltimore, MD Headquarters office. The MDE training room can accommodate a maximum of 15 trainees per training session. Training materials can be provided as Online Help Documents, Video/Multimedia tutorials, or other electronic document formats such as Word or PDF.
- 2.2.3.3.7 The TO Contractor shall provide a 90 calendar day warranty period for the Maryland SDWIS/STATE once the system is fully deployed and operational in the MDE production environment and written acceptance has been provided by MDE.
- 2.2.3.4 Commencing with the acceptance of Tasks 2.2.3.3.4 and 2.2.3.3.5 and continuing for a period of 90 calendar days (“Warranty Period”) the TO Contractor shall provide the service categories that are described in the TO Contractor’s Technical Proposal Section 2.2.3.3.7 and further clarified as:
- 2.2.3.5 **Hotline Notification and Response** - The TO Contractor shall provide a hotline number for MDE to use to report defects. If MDE believes that the Maryland SDWIS/STATE production application contain a Category 1, Category 2, or Category 3 Defect, a Defect Claim Form shall be submitted by the MDE Project Manager, or designee, to the TO Contractor (suggested content for the Defect Claim Form is described below in 2.2.3.6) in accordance with the Defect Reporting Process identified below. The hours of Hotline Operations will be:
 - State Business Days: 6 AM – 9 PM
 - Non State Business Days: 6 AM – 6 PM

2.2.3.6 Defect Claim Form must include:

- A complete description of the reported Defect;
- Instructions on the data or scenarios(s) necessary to reproduce the reported Defect; and
- The category of Defect, from the following options:
- Critical Defect (Category 1) – An emergency situation to a critical business function in which an application function is inoperable in such a way that it is not usable in a production environment, produced incorrect results or fails catastrophically.
- High Defect (Category 2) – A Defect that produced a detrimental situation in which performance (throughput or response) of an application function degrades substantially producing a severe impact in use of one or more mainline functions.
- Medium or Low Defects (Category 3) – A situation in which an application module is usable, but does not provide a function in the most convenient or expeditious manner, and the user is still able to perform their job function (i.e., a work-around is available).

2.2.3.7 Request Tracking - The TO Contractor shall track all warranty requests and resolution statuses in a tracking database. The TO Contractor shall provide MDE with a monthly extract of the tracking database in digital format showing:

- Unique identifier
- Description
- Cause
- Status of defect
- Date open, closed
- Expected completion
- Final/suspected resolution
- Follow-up
- Defect Resolution

2.2.3.8 Defects Reporting Process - At a minimum, the Defect Claim Form shall contain a complete description of the reported Defect, including instructions on the data or scenario(s) necessary to reproduce the reported Defect. Upon receipt of the Defect Claim Form, the TO Contractor shall attempt to recreate the reported Defect within MDE’s operating environment using the software version(s), data, and instructions submitted on the claim form to establish/validate the categorization of the reported defect. If the TO Contractor is unable to reproduce the Defect, the TO Contractor shall directly contact the MDE Project Manager for further information and clarification.

2.2.3.9 Maryland SDWIS/STSATE Service Level Agreement

Level	Category	Description	Service Level
Category 1	Severe Problem	An emergency situation to a critical business function in which a service, access, functionality is inoperable in such a way that it is not usable in a production environment, produced incorrect results or fails catastrophically and no	Notification to the TO Manager within 30 minutes; resolution within 1 business day (during the hours of Hotline Operations)

Level	Category	Description	Service Level
		readily available alternative solution or workaround exists for established service levels.	
Category 2	Severe Problem	A service, access, functionality is unavailable or defect that produced a detrimental situation in which performance (throughput or response) of a function degrades substantially producing a severe impact, but a readily available alternative solution or workaround does exist.	Notification to the TO Manager within 1 hour; work towards resolution within 2 business days (during the hours of Hotline Operations)
Category 3	Isolated Problem Degraded Performance Change Management Configuration Control	A situation in which a module is usable, but does not provide a function in the most convenient or expeditious manner, and the user is still able to perform their job function or is limited to a few users, but a readily available alternative solution or workaround does exist.	Notification to the TO Manager within 2 business days; work towards resolution (during the hours of Hotline Operations)

2.2.4 Task 4 – Optional Services: Maryland SDWIS/STATE Maintenance and Support

MDE may require maintenance and support for the Maryland SDWIS/STATE. The MDE may issue Work Orders (WOs) describing the services required for each of these additional services. The TO Contractor shall respond to the WOs with a Work Order Proposal (WOP) that includes the labor categories required to satisfy the request, the estimated number of hours required for each labor category, the total estimated effort and cost, and the estimated start and finish date for the WO (See Attachment 16). Upon acceptance of the WOP, the MDE will issue a NTP to the TO Contractor. All additional services will be provided on a time and materials basis, NTE specified amount. Invoicing and payment shall be based on task order completion.

2.2.4.1 Optional services may include:

- New Data Flow Development and Support Tasks
- Modify existing Data Flows
- Requirements Analysis
- Developing query screens to retrieve and display Data Flow specific information
- Applying new and emerging technologies to the Maryland SDWIS/STATE Data Flow development process
- Security Analysis
- Developing Quality Assurance Plans (QAPs)
- Developing Trading Partner Agreements

- Writing queries that limit records sent to the XML format based on Validation Checks
- Test for and correct security vulnerabilities in the Maryland SDWIS/STATE and other programming required to support and enhance the Maryland SDWIS/STATE
- Designing Parameterized reports
- Writing export routines from the source database
- SDWIS/STATE Maintenance Support Tasks
- System Interface Development
- Security and Authentication
- Operations and Maintenance Support (may be in the areas of hardware, software and network systems support, maintenance and upgrades)
- Set-up, deployment and tuning for network and server equipment
- Formal and informal knowledge transfer sessions with MDE staff and submission of full documentation of any work performed.

2.2.4.3 Personnel

The TO Contractor shall be responsible for providing, during the life of the contract, the personnel required in this TORFP within the timeframe required as specified by the TO Manager. In the event that the State requires a Certification and Accreditation of work performed by the TO Contractor as part of this TORFP, the TO Contractor shall be available to provide information to support the Certification and Accreditation process. Labor categories will be from CATS II Master Contract for the TO Contractor.

2.2.4.4 Work Order Process

For MDE initiated optional services, the TO Contractor shall provide estimates within 10 days of receipt of requirements via a Work Order request. The TO Contractor shall commit to a reasonable delivery date for modifications, as mutually agreed upon, when MDE determines to proceed with the WO. The process for the Work Order request are as follows:

- 1) The TO Manager shall e-mail a Work Order request to the TO Contractor to provide services. The request may include:
 - technical requirements and description of the services needed;
 - performance objectives and/or deliverables, as may be applicable;
 - due date and time for submitting a response to the request;
 - performance testing period; and
 - other specific information as requested from the TO Contractor.
- 2) The TO Contractor shall e-mail a response to the TO Manager within the specified time and include at a minimum:
 - a response that details the TO Contractor's understanding of the requirement/work;
 - a description of the proposed work plan in narrative format including time schedules, and if required a WBS chart. This description shall include a schedule of resources including proposed subcontractors, related tasks, and explanation of how tasks will be completed.
 - Identification of those activities or phases that can be completed independently or simultaneously versus those that must be completed before another activity or phase can commence.
 - Required place(s) where work must be performed;
 - State-furnished information, work site, and/or access to equipment, facilities, or personnel;

- The personnel resources, including those of subcontractors, and estimated hours to complete the task.
 - Note any materials and the cost or the estimated costs (if the situation absolutely requires an estimate versus an actual cost at the time).
- 3) The TO Manager will review the response and will either approve the work and provide a NTP, or contact the TO Contractor to obtain additional information, clarification or revision to the work. If satisfied, the TO Manager will then provide the NTP.

2.2.4.5 Weekly Status Report

By 10:00 am, EST, on the Monday following the conclusion of each work week, the TO Contractor shall be responsible for compiling and submitting to the TO Manager, a status report that summarizes the following:

- Assigned work efforts and status completed during the reporting period, work not completed during the reporting period, work planned for the upcoming reporting period, work that is in progress, work that is on-hold, and any issues or concerns identified during the reporting period. Updated Project Schedule information to be provided in Microsoft Project format (.mpp) or other MDE approved format.
- Emergency work efforts and issues identified.
- Hours worked and work performed by individual TO Contractor personnel during the reporting period.
- Financial status of the work performed including work billed, work unbilled, obligated work not started, a total of invoiced, unbilled, and obligated work, and any work under consideration.

2.3 DELIVERABLES

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

Drafts of all final deliverables are required no later than two weeks in advance of when all final deliverables are due. Written deliverables defined as draft documents must demonstrate due diligence in meeting the scope and requirements of the associated final written deliverable. A draft written deliverable may contain limited structural errors such as poor grammar, misspellings or incorrect punctuation, but must:

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

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

Upon receipt of a final deliverable, the TO Manager shall commence a review of the deliverable as required to validate the completeness and quality in meeting requirements. Upon completion of validation, the TO Manager shall issue to the TO Contractor notice of acceptance or rejection of the deliverables in a Deliverable Product Acceptance Form (DPAF) (Attachment 9) unless otherwise specified in this TORFP. In the event of rejection, the TO Contractor shall correct the identified deficiencies or non-conformities. Subsequent project tasks may not continue until deficiencies with a deliverable are rectified and accepted by the TO Manager or the TO Manager has specifically issued, in writing, a waiver for conditional continuance of project tasks. Once the State's issues have been addressed and resolutions are accepted by the TO Manager, the TO Contractor will incorporate the resolutions

into the deliverable and resubmit the deliverable for acceptance. Accepted deliverables shall be invoiced within 30 days in the applicable invoice format (Reference Section 2.8 Invoicing).

A warranty period will begin after all applicable deliverable products and services comprising the Contractor's support have been installed and all applicable deliverables have been accepted. The warranty period will be for a period of 90 business days unless otherwise specified in the Contract to allow for adequate testing of all functionality, including any and all processes and interfaces. The time periods for the warranty periods will be at the minimum noted in the original scope of work but may also be addressed in subsequent plans such as the Project Management Plan, Project Schedule, and Work Breakdown Structure.

The State required deliverables are defined below. Performance by the TO Contractor shall be measured by the quality of each required deliverable and shall be rated each month, or at the time the required deliverable is due per the master project schedule, in conjunction with deliverable performance procedures (Section 2.3.6).

Within each task, the TO Contractor may suggest other subtasks or deliverables to improve the quality and success of the project.

2.3.1 Milestone 1: Task 1 - Project Initiation (Section 2.2.1)

- a. **Deliverable 1-1: Project Management Plan** - The TO Contractor shall develop a detailed Project Management Plan as specified in TORFP Section 2.2.1 using either the State SDLC template (<http://doit.maryland.gov/policies/Documents/sdlc/sdlcvol4.pdf>) or TO Contractor proposed format that has been reviewed and approved by the TO Manager.

Deliverable(s) = Project Management Plan (Microsoft Word), Presentation of Project Management Plan to TO Manager. The Deliverable Product Acceptance Form (DPAF) Attachment 9 shall be submitted as specified in TORFP Section 2.3.5 for this deliverable. Only one (1) Deliverable Product Acceptance Form Attachment 9 will be signed by the TO Manager.

- b. **Deliverable 1-2: Project Schedule** - The TO Contractor shall develop a Project Schedule as specified in TORFP Section 2.2.1 using either the State SDLC template (<http://doit.maryland.gov/policies/Documents/sdlc/sdlcvol4.pdf>) or TO Contractor proposed format approved by the TO Manager.

Deliverable(s) = Project Schedule (Microsoft Project), Presentation of Project Schedule to the TO Manager. The Deliverable Product Acceptance Form (DPAF) Attachment 9, shall be submitted as specified in TORFP Section 2.3.5 for this deliverable. Only one (1) Deliverable Product Acceptance Form Attachment 9 will be signed by the TO Manager.

- c. **Deliverable 1-3: Kick-off Meeting** - The TO Contractor shall coordinate and conduct the Project Kick-off Meeting as specified in TORFP Section 2.2.1 and shall document the meeting minutes using Microsoft Word in a format proposed by the TO Contractor and approved by the TO Manager.

Deliverable(s) = Participate in Project Kick-off Meeting and submission of the Kick-off meeting minutes in Microsoft Word. The Deliverable Product Acceptance Form (DPAF) Attachment 9, shall be submitted as specified in TORFP Section 2.3.5 for this deliverable. Only one (1) Deliverable Product Acceptance Form Attachment 9 will be signed by the TO Manager.

2.3.2 Milestone 2: Task 2 - Maryland SDWIS/STATE Implementation Planning (Section 2.2.2)

- a. **Deliverable 2-1: Detailed System and Functional Business Requirements Document** - The TO Contractor shall gather and develop the detailed system and functional requirements specified in TORFP Section 2.2.2 using a TO Contractor proposed format that has been reviewed and approved by the TO Manager.

Deliverable(s) = Detailed System and Functional Business Requirements Document including performing Business Process Analysis that will result in an "As-Is" and "To-Be" analysis document (Microsoft Word), Presentation of deliverable to the TO Manager. The Deliverable Product Acceptance Form (DPAF)

Attachment 9, shall be submitted as specified in TORFP Section 2.3.5 for this deliverable. Only one (1) Deliverable Product Acceptance Form Attachment 9 will be signed by the TO Manager.

- b. **Deliverable 2-2: Maryland SDWIS/STATE Hardware and Software Configuration and Installation Plan-** The TO Contractor shall develop a Maryland SDWIS/STATE Hardware and Software Configuration and Installation Plan as specified in TORFP Section 2.2.2 using a TO Contractor proposed format that has been reviewed and approved by the TO Manager.

Deliverable(s) = Maryland SDWIS/STATE Hardware and Software Configuration and Installation Plan (Microsoft Word), Presentation of deliverable to the TO Manager. The Deliverable Product Acceptance Form (DPAF) Attachment 9, shall be submitted as specified in TORFP Section 2.3.5 for this deliverable. Only one (1) Deliverable Product Acceptance Form Attachment 9 will be signed by the TO Manager.

- c. **Deliverable 2-3: Integration Testing Plan -** The TO Contractor shall develop an Integration Testing Plan as specified in TORFP Section 2.2.2.

Deliverable(s) = Maryland SDWIS/STATE Integration Testing Plan for testing and validating the overall integration of the Maryland SDWIS/STATE into MDE's technical environment (Microsoft Word), Presentation of deliverable to the TO Manager. The Deliverable Product Acceptance Form (DPAF) Attachment 9, shall be submitted as specified in TORFP Section 2.3.5 for this deliverable. Only one (1) Deliverable Product Acceptance Form Attachment 9 will be signed by the TO Manager.

- d. **Deliverable 2-4: Data Flow Design and Configuration Document -** The TO Contractor shall develop a Data Flow Design Document as specified in TORFP Section 2.2.2.

Deliverable(s) = Maryland SDWIS/STATE Data Flow Design Document for implementing WSP's data flow (Microsoft Word), Presentation of deliverable to the TO Manager. The Deliverable Product Acceptance Form (DPAF) Attachment 9, shall be submitted as specified in TORFP Section 2.3.5 for this deliverable. Only one (1) Deliverable Product Acceptance Form Attachment 9 will be signed by the TO Manager.

- e. **Deliverable 2-5: Data Cleanup and Migration Plan-** The TO Contractor shall develop a Maryland SDWIS/STATE Data Cleanup and Migration Plan as specified in TORFP Section 2.2.2 using a TO Contractor proposed format that has been reviewed and approved by the TO Manager.

Deliverable(s) = Maryland SDWIS/STATE Data Cleanup and Migration Plan (Microsoft Word), Presentation of deliverable to the TO Manager. The Deliverable Product Acceptance Form (DPAF) Attachment 9, shall be submitted as specified in TORFP Section 2.3.5 for this deliverable. Only one (1) Deliverable Product Acceptance Form Attachment 9 will be signed by the TO Manager.

- f. **Deliverable 2-6: Security Configuration and Authentication Plan -** The TO Contractor shall develop a Maryland SDWIS/STATE Security Configuration and Authentication Plan as specified in TORFP Section 2.2.2 using a TO Contractor proposed format that has been reviewed and approved by the TO Manager.

Deliverable(s) = Maryland SDWIS/STATE Security Configuration and Authentication Plan (Microsoft Word), Presentation of deliverable to the TO Manager. The Deliverable Product Acceptance Form (DPAF) Attachment 9, shall be submitted as specified in TORFP Section 2.3.5 for this deliverable. Only one (1) Deliverable Product Acceptance Form Attachment 9 will be signed by the TO Manager.

- g. **Deliverable 2-7: Maryland SDWIS/STATE Performance and Acceptance Plan -** The TO Contractor shall develop a Maryland SDWIS/STATE Performance and Acceptance Plan as specified in TORFP Section 2.2.2 using a TO Contractor proposed format that has been reviewed and approved by the TO Manager.

Deliverable(s) = Maryland SDWIS/STATE Performance and Acceptance Plan for testing, verifying, and validating the performance of the data flows and the Maryland SDWIS/STATE (Microsoft Word), Presentation of deliverable to the TO Manager. The Deliverable Product Acceptance Form (DPAF) Attachment 9, shall be submitted as specified in TORFP Section 2.3.5 for this deliverable. Only one (1) Deliverable Product Acceptance Form Attachment 9 will be signed by the TO Manager.

- h. **Deliverable 2-8: Administrator and User Training Plan** - The TO Contractor shall develop an Administrator and User Training Plan as specified in TORFP Section 2.2.2 using a TO Contractor proposed format that has been reviewed and approved by the TO Manager.

Deliverable(s) = Maryland SDWIS/STATE Administrator and User Training Plan (Microsoft Word), Presentation of deliverable to the TO Manager. The Deliverable Product Acceptance Form (DPAF) Attachment 9, shall be submitted as specified in TORFP Section 2.3.5 for this deliverable. Only one (1) Deliverable Product Acceptance Form Attachment 9 will be signed by the TO Manager.

- i. **Deliverable 2-9: Implementation Plan** - The TO Contractor shall provide an Implementation Plan as specified in TORFP Section 2.2.2 using a TO Contractor proposed format that has been reviewed and approved by the TO Manager.

Deliverable(s) = Implementation Plan for implementing the solution, Presentation of deliverable to the TO Manager. The Deliverable Product Acceptance Form (DPAF) Attachment 9, shall be submitted as specified in TORFP Section 2.3.5 for this deliverable. Only one (1) Deliverable Product Acceptance Form Attachment 9 will be signed by the TO Manager

- j. **Deliverable 2-10: Statement Granting State Ownership** - The TO Contractor shall provide a Statement Granting State Ownership as specified in TORFP Section 2.2.2 using a TO Contractor proposed format that has been reviewed and approved by the TO Manager.

Deliverable(s) = Statement Granting State Ownership approved and signed by TO Contractor (PDF), Presentation of deliverable to the TO Manager. The Deliverable Product Acceptance Form (DPAF) Attachment 9, shall be submitted as specified in TORFP Section 2.3.5 for this deliverable. Only one (1) Deliverable Product Acceptance Form Attachment 9 will be signed by the TO Manager.

2.3.3 Milestone 3: Task 3 - Implementation of Maryland SDWIS/STATE System (Section 2.2.3)

- a. **Deliverable 3-1: Documentation for Maryland SDWIS/STATE Hardware and Software System Installation and Configuration, Technical and Security Specifications, and Operational, Maintenance, and Support-** The TO Contractor shall develop Documentation as specified in TORFP Section 2.2.3.

Deliverable(s) = Maryland SDWIS/STATE Hardware and Software System Installation and Configuration Document (Microsoft Word), Technical and Security Specifications Document (Microsoft Word), and Operational, Maintenance, and Support Document (Microsoft Word) – Presentation of the Documents to the TO Manager. The Deliverable Product Acceptance Form (DPAF) Attachment 9, shall be submitted as specified in TORFP Section 2.3.5 for this deliverable. Only one (1) Deliverable Product Acceptance Form Attachment 9 will be signed by the TO Manager.

- b. **Deliverable 3-2: TO Contractor Purchase of Maryland SDWIS/STATE Hardware/Software/Licensing** – The TO Contractor shall propose and purchase the Maryland SDWIS/STATE hardware/software/licensing/hardware maintenance and software maintenance as specified in TORFP Section 2.2.3 and in accordance with proposed hardware/software of TO Contractor per Section 3.2.1. The MDE reserves the right to procure these items through other procurement vehicles.

Deliverable(s) = Order Confirmation and Delivery Receipt(s) (Microsoft Word or Adobe PDF). The Deliverable Product Acceptance Form (DPAF) Attachment 9, shall be submitted as specified in TORFP Section 2.3.5 for this deliverable. Only one (1) Deliverable Product Acceptance Form Attachment 9 will be signed by the TO Manager.

- c. **Deliverable 3-3: Implementation of the Maryland SDWIS/STATE in accordance with the Maryland SDWIS/STATE Implementation Plan** - The TO Contractor shall implement the Maryland SDWIS/STATE system as specified in TORFP Section 2.2.3.

Deliverable(s) = Physical Implementation of the Maryland SDWIS/STATE at the MDE Data Center. Demonstration of the implementation of the Maryland SDWIS/STATE to the TO Manager, designated WSP staff, and designated OIMT staff. The Deliverable Product Acceptance Form (DPAF) Attachment 9,

shall be submitted as specified in TORFP Section 2.3.5 for this deliverable. Only one (1) Deliverable Product Acceptance Form Attachment 9 will be signed by the TO Manager

- d. **Deliverable 3-4: Completion of Maryland SDWIS/STATE Performance and Acceptance Validation Testing and Reporting** - The TO Contractor shall perform performance and acceptance validation testing and reporting as specified in TORFP Section 2.2.3.

Deliverable(s) = Documented Performance and Acceptance Validation Testing Report(s) (Microsoft Word and/or Microsoft Excel) and presentation of the deliverable to the TO Manager and designated OIMT Staff. The Deliverable Product Acceptance Form (DPAF) Attachment 9, shall be submitted as specified in TORFP Section 2.3.5 for this deliverable. Only one (1) Deliverable Product Acceptance Form Attachment 9 will be signed by the TO Manager.

- e. **Deliverable 3-5: Complete training of MDE Staff on the Maryland SDWIS/STATE in accordance with the approved MDE Administrator and User Training Plans to include submission of the Maryland SDWIS/STATE system training materials** - The TO Contractor shall implement the Training Plan and provide training materials as specified in TORFP Section 2.2.3.

Deliverable(s) = Provide training Session(s) in accordance with the approved MDE Administrator and User Training plan as specified in TORFP Section 2.2.3 to include submission of the MDE Administrator and User Training materials (Microsoft Word, HTML, Adobe PDF, or other MDE approved format). The Deliverable Product Acceptance Form (DPAF) Attachment 9, shall be submitted as specified in TORFP Section 2.3.5 for this deliverable. Only one (1) Deliverable Product Acceptance Form Attachment 9 will be signed by the TO Manager.

Deliverable 3-6: Maryland SDWIS/STATE in Production Use for 90 Calendar Day Warranty Period. - The TO Contractor shall warrant the Maryland SDWIS/STATE system for 90 calendar days in production use as specified in TORFP Section 2.2.3.

Deliverable(s) = Completion of 90 Calendar Day Warranty Period as specified in TORFP Section 2.2.3. The Deliverable Product Acceptance Form (DPAF) Attachment 9, shall be submitted as specified in TORFP Section 2.3.5 for this deliverable. Only one (1) Deliverable Product Acceptance Form Attachment 9 will be signed by the TO Manager.

2.3.5 Deliverable Acceptance Criteria

Upon completion of each Milestone, the TO Contractor shall deliver all deliverables for that Milestone to the TO Project Manager for acceptance. The TO Contractor shall memorialize such delivery in a written AGENCY RECEIPT OF DELIVERABLE FORM (ATTACHMENT 8) which sets forth the nature and condition of the deliverables, the medium of delivery, and the date of delivery. The TO Project Manager will countersign such DELIVERABLE PRODUCT ACCEPTANCE FORM to indicate receipt of the contents described therein. The TO Project Manager will commence any required acceptance testing or reviews following receipt of the deliverables according to the schedule agreed upon in the project plan required by TORFP Deliverable 2.3.1. Upon completion of such testing/reviews, the TO Project Manager will issue to the TO Contractor notice of acceptance or rejection of the deliverables. In the event of rejection, the TO Contractor shall use all reasonable effort to correct any deficiencies or non-conformities and resubmit the deliverable(s) within five (5) business days, or request in writing to the TO Project Manager a justification for any time required beyond five (5) business days. If a deliverable is not accepted by the TO Project Manager, the TO Contractor shall notify the TO Project Manager in writing of any risks associated with schedule delays. The TO Project Manager may direct that follow-on work may not continue until the deliverable is either accepted by the TO Project Manager or the TO Project Manager waives a condition associated with the deliverable.

The following MDE Deliverable Schedule is an estimate for the TO Contractor to consider when preparing the TO Contractor's Project Schedule. The TO Contractor's Project Schedule shall take into account State holidays and service reduction days.

Table 1 - MDE Deliverable Schedule

Milestone Number	Deliverable	Milestone	Delivery Schedule
1	1-1	Project Management Plan	10 business days after Contract NTP
	1-2	Project Schedule	At project kick-off and updated no less than every 10 business days
	1-3	Kick-off meeting	10 business days after Contract NTP
2	2-1	Detailed System and Functional Business Requirements Document	40 business days after Milestone 2 NTP
	2-2	Maryland SDWIS/STATE Hardware and Software Configuration and Installation Plan	50 business days after Milestone 2 NTP
	2-3	Integration Testing Plan	60 business days after Milestone 2 NTP
	2-4	Data Flow Design and Configuration Document	70 business days after Milestone 2 NTP
	2-5	Data Cleanup and Migration Plan	80 business days after Milestone 2 NTP
	2-6	Security Configuration and Authentication Plan	90 business days after Milestone 2 NTP
	2-7	Maryland SDWIS/STATE Performance and Acceptance Plan	100 business days Milestone 2 NTP
	2-8	Administrator and User Training Plan	110 business days after Milestone 2 NTP
	2-9	Implementation Plan	110 business days after Milestone 2 NTP
	2-10	Statement Granting State Ownership	120 business days after Milestone 2 NTP
3	3-1	Documentation for Maryland SDWIS/STATE Hardware and Software System Installation, and Configuration, Technical and Security Specifications, and Operational, Maintenance and Support Requirements.	60 business days after Milestone 3 NTP

Milestone Number	Deliverable	Milestone	Delivery Schedule
	3-2	TO Contractor Purchase of Maryland SDWIS/STATE Hardware/Software/Licensing	70 business days after Milestone 3 NTP
	3-3	Implementation of the Maryland SDWIS/STATE	80 business days after Milestone 3 NTP
	3-4	Completion of Maryland SDWIS/STATE Performance and Acceptance Testing and Reporting	90 business days after Milestone 3 NTP
	3-5	Complete training of MDE staff on the Maryland SDWIS/STATE system	100 business days after Milestone 3 NTP
	3-6	Maryland SDWIS/STATE in Production Use for 90 Calendar Day Warranty Period	90 calendar days after Deliverable 3-3 and 3-4 (No Cost)

The acceptance criteria for deliverables in Milestones 1 through 3 are defined by the TO Manager approved Statement of Work (set forth in TORFP Section 2.2) for each Milestone. In situations where the TO Manager identifies omissions in the requirements of a deliverable, the TO Manager reserves the right to determine the impact of the omission upon acceptance of that deliverable. The TO Manager’s determination of the impact of the omission of requirements for a deliverable, and recommendation for addressing that omission, shall be documented in the acceptance or rejection of the deliverable. Those omissions determined as unacceptable by the TO Manager shall be resolved by TO Contractor prior to acceptance of the deliverable. However, for omissions accepted with the approval of the TO Manager for that deliverable, the TO Manager may direct the TO Contractor to resolve the omission at a later time through the change request process described in TORFP Section 2.10.

2.3.6 Performance Evaluation and Mitigation Procedures for Deliverables

2.3.6.1 Performance Evaluation for Deliverable

Based on the quality of deliverables detailed in Section 2.3, the TO Manager shall issue a corresponding performance rating on the Deliverable Product Acceptance Form (DPAF) provided as Attachment 9. In the event of poor or non-performance on the deliverable resulting in a rating of “unacceptable” or “partially unacceptable”, full or partial payment may be withheld pending the outcome of the procedures described in Section 2.3.6.2.

2.3.6.2 Mitigation Procedures for Poor or Non-Performance

At any time during the TO period of performance, should the quality of deliverables detailed in Section 2.3 be rated “unacceptable” or “partially unacceptable” due to poor or non-performance as determined by the TO Manager, MDE shall pursue the following mitigation procedures prior to requesting a replacement employee:

- The TO Manager shall document performance issues and give written notice to the TO Contractor, clearly describing problems and delineating remediation requirement(s).
- The TO Contractor shall respond with a written remediation plan within three business days and implement the plan immediately upon written acceptance by the TO Manager.

- Should performance issues persist, the TO Manager may give written notice or request the immediate removal of person(s) whose performance is at issue, and determine whether a substitution is required.

2.4 REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES

The TO Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting information technology projects, which may be created or changed periodically. The TO Contractor shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards and guidelines affecting project execution. The following policies, guidelines, and methodologies can be found at <http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx> under “Policies and Guidance.” These may include, but are not limited to:

- The State’s SDLC methodology
- The State Information Technology Security Policy and Standards
- The State Information Technology Project Oversight
- The State of Maryland Enterprise Architecture
- Section 508
- Maryland’s Non-visual Access

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

2.5 MDE DEPARTMENTAL RESPONSIBILITIES

The Department shall provide the following:

2.5.1 Executive Steering Committee: This project oversight body consists of MDE executive management, senior business managers, and senior OIMT representatives.

2.5.2 Project management to include a dedicated Project Manager to serve as a single point of contact to the TO Contractor. Duties include:

- Coordination of plan development
- Develop, Monitor and Update Master Project Schedule
- Maintain and update the PMP document
- Manage and monitor project risks and issues
- Management of the Department's project team
- Monitor and facilitate approval of deliverables
- Authorize payment of invoices pending approval of deliverables
- Assure TO Contractor is provided with sufficient access to both technical and business knowledge experts to maintain the project schedule
- Provide project status updates to the Executive Steering Committee
- Provide Department Change and Configuration Management documentation
- Provide testing resources to test applications/modifications prior to production deployment.

2.5.3 Coordination of all project meetings with the TO Contractor, with applicable senior staff from OIMT, WSP, and the business Programs.

2.5.4 MDE shall provide office space, data center rack space, provision power, and associated physical device connectivity for the following TO Contractor provided hardware configurations:

- Production Environment
- Disaster Recovery Environment
- Development/Testing Environment
- Training Environment
- Staging Environment

2.5.5 Performance of MDE data backup activities such as tape rotation and off-site storage.

2.5.6 MDE shall assume maintenance and operations responsibility of the Maryland SDWIS/STATE at the end of the 90 calendar day warranty period. The TO Contractor shall continue to provide hardware and software maintenance and support for the duration of the TORFP Task Order Agreement.

2.5.7 Provide network related troubleshooting with assistance from the TO Contractor as necessary and as requested with respect to the Maryland SDWIS/STATE.

2.5.8 Assistance to TO Contractor with mapping and understanding of MDE data.

2.5.9 Assistance to TO Contractor with needed MDE QA/QC.

2.6 TO CONTRACTOR EXPERTISE REQUIRED

The TO Contractor (and Subcontractor where indicated) must demonstrate a level of expertise for each of the following tasks:

2.6.1 Project Management

The TO Contractor shall provide a Project Manager with active certification by the PMI as a PMP to provide Project Management services with expertise in the following areas:

- Project Management Plan development.
- Project Scheduling.
- Project planning, execution, monitoring and control.
- Project tracking and oversight.
- Risk assessment and mitigation.
- Good verbal and written communication skills.
- Knowledge of Web and IT system development and methodologies.

2.6.2 Maryland SDWIS/STATE Design, Development and Implementation

The TO Contractor and Subcontractor staff shall demonstrate expertise in the following areas:

- Knowledge of and experience with SDWIS/STATE design and architecture/configuration. Minimum of three (3) years of experience at the senior level providing SDWIS/STATE support, including installing, programming, and maintaining SDWIS/STATE.
- Knowledge of and experience with migrating State legacy databases to SDWIS/STATE.
- Knowledge of and experience with planning and designing large, complex government networks.
- Knowledge of and experience with government database security and authentication best practices.
- Knowledge of and experience with planning, designing, developing and implementing EPA Data Flows
- Knowledge of and experience with designing database solutions for Government Entities.
- Experience with implementing data flows in a .NET Platform
- Experience with reading, writing, generating, and converting XML
- Experience with implementing electronic reporting by laboratories to SDWIS/STATE
- Experience with SDWIS/STATE Technical Infrastructure to include

- Knowledge of and experience with SDWIS/STATE (Oracle 10g or higher)
- MTOM – Message Transmission and Optimization Mechanism
- SOAP 1.2 – Most recent version of the Simple Object Access Protocol
- String and XML Parameters – True Name/Value pair elements
- Email notification via ‘NotificationURI’ – Dynamic status updates through the NotificationURI parameter.
- Dynamic submission routing via ‘recipients’ – Submit and Solicit methods supporting dynamic routing of Environmental Network messages through the Recipients parameter
- Updated Notify Method – Method providing for detailed automatic Notification between Nodes to include: specific notifications for Documents, Events, and Transactions
- Updated GetServices Method – Updated to return and external schema that will fully self describe the services that a Node offers, and will allow Nodes to automatically interact with and update the ENDS registry. This will streamline data publishing and simplify point-to-point exchanges that are created in real-time.

2.6.3 TO Contractor Personnel Minimum Qualifications

The TO Contractor shall only propose staff available at the time and duration of the contract performance period. The TO Contractor shall provide personnel that satisfy the minimum personnel qualifications specified within Section 2.6.3 or from Section 2.10 of the CATS II RFP for each of the labor categories required to complete the deliverables for this TORFP. Labor categories not identified in Section 2.6.3, and that the TO Contractor wishes to propose for the purpose of this TORFP, the TO Contractor shall provide the appropriate labor categories and meet the minimum qualifications as specified in the CATS II RFP Section 2.10.

Substitution of Education for Experience: A Bachelor’s Degree or higher may be substituted for the general and specialized experience for those labor categories requiring a High School Diploma. A Master’s Degree may be substituted for two years of the general and specialized experience for those labor categories requiring a Bachelor’s Degree. Substitution shall be reviewed and approved by the State.

Substitution of Experience for Education: Substitution of experience for education may be permitted at the discretion of the State.

2.7 RETAINAGE

Ten percent (10%) of each invoice for Milestones 1 through 4 deliverables shall be held by MDE as retainage. The Contractor shall invoice for the total retainage no earlier than ninety days (90) after acceptance of all Project Milestones 1 through 3.

If the TO Contractor fails to meet the requirements as defined in the Contract, the TO Contractor shall rectify the performance problem or complete the specification to the satisfaction of the TO Manager within thirty (30) days or as directed by the TO Project Manager, at no cost to the MDE, as described in the Contract. If the TO Manager is not satisfied within this timeframe, the Contractor forfeits the total retainage.

The TO Contractor shall submit a separate invoice for the retainage release. The TO Contractor shall track any cumulative retainage amount and display this amount on the invoices, until the retainage is released by the TO Manager.

2.8 INVOICING

Payment will only be made upon completion and acceptance of the milestones as defined in Attachment 1, Attachment 1A and Attachment 1B.

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

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

2.8.1 Invoice Submission Procedure

This procedure consists of the following requirements and steps:

- The invoice shall identify MDE OIMT and WSP as the TO Requesting Agency, deliverable description, associated TO Agreement number, date of invoice, period of performance covered by the invoice, and a TO Contractor point of contact with telephone number.
- The TO Contractor shall send the original of each invoice and supporting documentation (itemized billing reference for employees and any subcontractor and signed Deliverable Product Acceptance Form (Attachment 9), for each deliverable being invoiced and submitted for payment to the MDE at the following address:

Wayne Petrush, Director, Project Management
Office of Information Management and Technology
Maryland Department of the Environment
Montgomery Park Business Center
1800 Washington Blvd.
Baltimore, MD 21230
- 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.

2.9 REPORTING

The TO Contractor and the TO Requesting Agency shall conduct weekly progress meetings. A weekly project progress report shall be submitted at least 2 days in advance prior to the discussion to the TO Manager and shall contain, at a minimum, the following information:

- TO Requesting Agency name, TO Agreement number, functional area name and number, reporting period and “Progress Report” to be included in the e-mail subject line.
- Work accomplished during the weekly period.
- Deliverable progress, as a percentage of completion.
- Problem areas, including scope creep or deviation from the work plan.
- Planned activities for the next reporting period.
- Gantt chart updated from the original to show actual progress; as applicable, explanations for variances and plan for completion on schedule.

An accounting report for the current reporting period and a cumulative summary of the totals for both the current and previous reporting periods. The accounting report shall include amounts invoiced-to-date and paid-to-date. Prepare and submit weekly or as needed updates on project artifacts to include: Project Management Plan, Project Schedule and other project artifacts to reflect changes to scope, schedule, personnel, and costs.

Monthly reporting of MBE participation is required in accordance with the terms and conditions of the CATS II Master Contract by the 15th day of each month. The TO Contractor shall provide a completed MBE Participation form (Attachment 2, Form D-5) to The MDE OIMT and WSP at the same time the invoice copy is sent. The TO Contractor shall ensure that each MBE Subcontractor provides a completed MBE Participation Form (Attachment 2, Form D-6). Subcontractor reporting shall be sent directly from the subcontractor to MDE OIMT and WSP. MDE OIMT and WSP will monitor both the TO Contractor’s efforts to achieve the MBE participation goal and

compliance with reporting requirements. The TO Contractor shall email all completed forms, copies of invoices and checks paid to the MBE directly to the TO Procurement Officer and TO Manager.

2.10 CHANGE REQUEST REQUIREMENTS

2.10.1 State's Unilateral Right

Pursuant to § 13-218 of the State Finance and Procurement Article of the Annotated Code of Maryland, the State has the unilateral right to order in writing changes in the work within the scope of the Contract.

2.10.2 Allowed Changes

The TO Contractor shall submit Change Requests (CRs) to request any changes to the Scope of Work (as required by TORFP Section 2.10), Base Contract Amount (TORFP Attachment A), or baseline project schedule. The TO Contractor shall only propose project schedule changes that adjust the durations of individual Milestones, but shall not propose to alter the deadlines established in TORFP **Table 1 - MDE Deliverable Schedule** unless approved by the TO Manager.

2.10.3 Change Request Process

The TO Contractor shall submit all CRs in writing to the TO Manager. The CR shall include the impact to the Requirements Document, total Base Contract Amount, and baseline project schedule. All CRs require the written approval of the TO Manager. The TO Manager will provide the final disposition of the CR in writing to the TO Contractor.

2.10.4 Change Request Invoices

The TO Contractor shall invoice MDE for work performed on any approved CR with the invoice for that Milestone upon acceptance of the Milestone by the TO Manager.

2.11 CHANGE ORDERS

If the TO Contractor is required to perform additional work, or there is a work reduction due to unforeseen scope changes, the TO Contractor and TO Manager shall negotiate a mutually acceptable price modification based on the TO Contractor's proposed rates in the Master Contract and scope of the work change. No scope of work modifications shall be performed until a change order is executed by the TO Procurement Officer and approved by the Department of Information Technology.

SECTION 3 - TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1 Required Response

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

3.2 Format

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

3.2.1 The Technical Portion of the Proposal shall include

3.2.1.1 Proposed Services – Work Plan

- *Requirements:* A detailed discussion of the Master Contractor's understanding of the work and the Master Contractor's capabilities, approach and solution to address the requirements outlined in Section 2.
- *Assumptions:* A description of any assumptions formed by the Master Contractor in developing the Technical Proposal.
- *Risk Assessment:* An assessment of any risks inherent in the work requirements and actions to mitigate these risks.
- *Proposed Solution:* A description of the Master Contractor's proposed solution to accomplish the specified work requirements. At a minimum, the Master Contractor shall address the following items in the proposed solution.
 - Describe the process for defining and developing the new Maryland SDWIS/STATE configuration and design strategy plan.
 - Describe the process for defining and developing the new Maryland SDWIS/STATE system.
 - Describe the process for designing the new Maryland SDWIS/STATE that will be used for the user interface with the Node 2.0 QA/QC checks, the Node 2.0 response to inbound requests and the functions that relate to each data flow.
 - Describe the recommended Maryland SDWIS/STATE and associated infrastructure hardware/software. Section 2.2.3 represents the minimal amount of information that should be provided by TO Contractor to describe the proposed Maryland SDWIS/STATE solution features and functionality.
 - Describe the training curriculum and training required by MDE WSP and OIMT Staff to administer the Maryland SDWIS/STATE. Please be specific in terms of staff skill requirements and level of effort in terms of staff time requirements in participating in the training sessions.
 - Describe the proposed methodology for maintaining up to date Maryland SDWIS/STATE configuration documentation.
 - Describe the QA/QC reports and validation processes that will be used, documented and provided to MDE WSP and OIMT to demonstrate and validate that the system is configured properly and performs as described by the TO Contractor.

- Describe the approach for designing, developing and implementing WSP data flows that are identified in Section 2.2.2.
- Describe and define the Maryland SDWIS/STATE implementation approach. The TO Contractor shall provide up to 3 examples where this approach was successfully executed.
- Describe the migration process that will be used to transfer existing data to the new Maryland SDWIS/STATE database. Please describe any actions or modifications that MDE WSP or OIMT staff will be required to make with respect to the management and maintenance of the existing legacy database server during the migration process. Describe the impact this will have (if any) on MDE WSP or OIMT staff workload.
- *Proposed Hardware/Software:* A description of all proposed hardware and software that will be included in the fixed price for Deliverable 3-2.
- *Proposed Tools:* A description of all proposed tools that will be used to facilitate the work requirements of this TORFP.
- *Tasks and Deliverables:* A description of and the schedule for each task and deliverable, illustrated by a Gantt chart. Start and completion dates for each task, milestone, and deliverable shall be indicated. The Gantt chart will form the baseline for task order monitoring, and will be updated weekly as part of progress reporting (see Section 2.9).
- *Work Breakdown Structure:* A detailed WBS and staffing schedule, with labor hours by skill category that will be applied to meet each milestone and deliverable, and to accomplish all specified work requirements of this TORFP. Include all State labor category resource requirements and labor hours required by TO Contractor.
- *Acceptance Criteria:* A statement acknowledging the Master Contractor's understanding of the acceptance criteria.

3.2.1.2 Proposed Personnel

Identify and provide resumes for all proposed personnel by labor category. The resume should highlight the proposed personnel's applicable responsibilities and accomplishments as they relate to the requirements of this TORFP.

Certification that all proposed personnel meet the minimum required qualifications and possess the required certifications in accordance to Section 2.6.

Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under this TO Agreement.

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

3.2.1.3 MBE Participation

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

3.2.1.4 Subcontractors

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

3.2.1.5 Master Contractor and Subcontractor Experience and Capabilities

3.2.1.5.1 *Experience of the TO Contractor:* Provide three (3) examples of completed projects that were similar in scope to the one defined in the Scope of Work of this TORFP. Each example must include contact information for the client organization, complete with the following:

- Name of organization.
- Point of contact name, title, and telephone number.

- Services provided as they relate to Section 2 - Scope of Work.
- Start and end dates for each example project or contract. If the Master Contractor is no longer providing the services, explain why not.

3.2.1.5.2 *State of Maryland Experience:* If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five (5) years with any government entity of the State of Maryland. For each identified contract, the Master Contractor shall provide:

- Name of organization.
- Point of contact name, title, and telephone number
- Services provided as they relate to Section 2 - Scope of Work.
- Start and end dates for each example project or contract. If the Master Contractor is no longer providing the services, explain why not.
- Dollar value of the contract.
- Whether the contract was terminated before the original expiration date.
- Whether any renewal options were not exercised.
- This information will be considered as part of the experience and past performance evaluation criteria for this TORFP.

3.2.1.6 Proposed Facility

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

3.2.1.7 State Assistance

Provide an estimate of expectation concerning participation by State personnel.

3.2.1.8 Confidentiality

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

3.2.2 The Financial Response of the TO Proposal Shall Include

3.2.2.1 A description of any assumptions on which the Master Contractor’s Financial Proposal is based;

3.2.2.2 Attachment 1 - Completed Financial Proposal:

- Milestone and Deliverable identifying information will be in bold and placed in a frame
- The prices offered shall be firm fixed prices for the entire term of the Contract. Fixed-price dollar figures will be rounded to the nearest whole dollar.
- The information should continue, as necessary and appropriate, to cover all Milestones and Deliverables.
- List all deliverables, even those not separately priced (NSP).
- The Master Contractor should indicate on Attachment 1B the appropriate Labor Category being proposed, and the Fixed Hourly Labor Category Rate. Proposed rates are not to exceed the rates defined in the Consulting and Technical Services II (CATS II) Master Contract.

- 3.2.2.3** The Offeror's proposed price shall be fully loaded and expressly include overhead expenses (e.g., fringe benefits, administrative costs, profits, etc.), and all related and incidental expenses (e.g., travel, legal services) associated with providing all goods and services and equipment required by this TORFP. No other amounts or costs will be paid to the Contractor. Specifically, no taxes or assessments or license fees or permits of any type will be paid in addition to the price(s) proposed on the Price Proposal.
- 3.2.2.4** The Offeror's "Total Evaluated Cost" specified on the Price Proposal-Attachment 1B is based on an estimated quantity for the number of hours to be utilized for Task 4 - Optional Services: Maryland SDWIS/STATE Maintenance and Support Services and will be used solely for price evaluation, comparison and selection for recommendation for award. The quantity indicated is not a guarantee of any minimum or maximum amount and may change at any time during the term of the Task Order.
- 3.2.2.5** There is no guarantee of any minimum or maximum amounts under Task 4 - Optional Services: Maryland SDWIS/STATE Maintenance and Support Services. The actual amount to be paid to the TO Contractor shall be calculated using the Firm Fixed Unit Price (Hourly Rate) specified on the Price Proposal and the number of hours actually required by the MDE and provided by the TO Contractor.

SECTION 4 - PROCEDURE FOR AWARDING A TASK ORDER AGREEMENT

4.1 EVALUATION CRITERIA

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

4.2 TECHNICAL CRITERIA

4.2.1 The technical criteria that will be used to evaluate a Technical Proposal are listed below, in descending order of importance:

- A. Understanding of work requirements, quality of the approach and proposed solution, as evidenced by the Master Contractor's written response and oral presentation, if any.
- B. Positive past performance on similar projects as provided in the TO Contractor's Technical Proposal.
- C. Experience with developing and implementing online eBusiness applications and online eCommerce fee payment technologies and applications.
- D. Qualifications and experience of the TO Contractor's proposed personnel. These personnel must meet the requirements associated with their identified labor category, in accordance with Section 2.10 of the Master TORFP.
- E. TO Contractor's estimate of MDE staff resources required to implement the proposed solution.
- F. Whether the proposed schedule is realistic and attainable and includes, but is not limited to, the milestones and deliverables listed in the TORFP.

4.2.2 Task 4 Optional Services: Maryland SDWIS/STATE Maintenance and Support Services will be evaluated on the basis of the following:

- A. Past performance on similar projects as provided in the Contractor's Technical Proposal.
- B. The qualifications and experience of the proposed personnel.
- C. Overall understanding of the work required.

4.3 SELECTION GUIDELINES

- A. Technical proposals that meet the Minimum Qualifications will be reviewed in accordance with Section 4.2 and also have their Financial Proposal considered. Technical proposals that do not meet the Minimum Qualifications will be considered not susceptible to award, and the TO Contractor will receive an e-mail notice from the TO Procurement Officer stating that determination.
- B. Qualified Financial Proposals will be reviewed and ranked from lowest to highest based on the proposed price.
- C. The State reserves the right to require from the TO Contractor an oral presentation to the evaluation committee or any other State designated personnel. The TO Contractor will receive a minimum of three-calendar days' notice prior to the presentation. The State reserves the right to request any key personnel proposed by the Contractor to attend the oral presentation.
- D. The most advantageous TO Proposal considering both technical and financial submissions shall be selected for the work assignment. In making this selection, a Task Order agreement shall be awarded to the TO Contractor whose proposal is most advantageous to the State, considering price and the technical evaluation factors set forth herein. In making this determination, technical merit will receive greater weight than price.

4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT

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

ATTACHMENT 1

SUMMARY PRICE PROPOSAL FOR CATS II TORFP

P.O. # XXXXXXXXXXXXX

Item Number	Milestone	Line Item Cost
2.2.1	Milestone 1: Project Initiation (Total Milestone 1 Cost from Attachment 1A)	
2.2.2	Milestone 2: Maryland SDWIS/STATE Implementation Plan (Total Milestone 2 Cost from Attachment 1A)	
2.2.3	Milestone 3: Implementation of Maryland SDWIS/STATE (Total Evaluated Price from Attachment 1A)	
2.2.4	Optional Services: Maryland SDWIS/STATE Maintenance and Support Services (Total Evaluated Price from Attachment 1B for Base Year and Optional Year)	
	TOTAL EVALUATED COST:	

Authorized Individual Name

Company Name

Title

Company Tax ID #

Submit as a .pdf file with the Financial Response

ATTACHMENT 1A

PRICE PROPOSAL (FIXED PRICE) FOR CATS II TORFP

P.O. # XXXXXXXXXXXXX

Item Number	Milestone	Deliverable	Item Description	Fixed Price Cost
2.2.1	Milestone 1: Project Initiation	Deliverable 1-1	Final Project Management Plan	
		Deliverable 1-2	Final Project Schedule	
		Deliverable 1-3	Kick-off Meeting	
				Total Milestone 1 Cost:
2.2.2	Milestone 2: Maryland SDWIS/STATE Implementation Plan	Deliverable 2-1	Final Detailed System and Functional Business Requirements Document	
		Deliverable 2-2	Final Maryland SDWIS/STATE Hardware and Software Configuration and Installation Plan	
		Deliverable 2-3	Final Maryland SDWIS/STATE Integration Testing Plan	
		Deliverable 2-4	Final Data Flow Design and Configuration Document	
		Deliverable 2-5	Final Data Cleanup and Migration Plan	
		Deliverable 2-6	Final Security Configuration and Authentication Plan	
		Deliverable 2-7	Final Maryland SDWIS/STATE Performance and Acceptance Plan	
		Deliverable 2-8	Final Administrator and User Training Plan	
		Deliverable 2-9	Implementation Plan	
		Deliverable 2-10	Statement Granting State Ownership	No Charge

			Total Milestone 2 Cost:	
2.2.3	Milestone 3: Implementation of Maryland SDWIS/STATE	Deliverable 3-1	Final Documentation for Maryland SDWIS/STATE Hardware and Software System Installation and Configuration, Technical Security Specifications, and Operational, Maintenance, and Support	
		Deliverable 3-2	TO Contractor Purchase of Maryland SDWIS/STATE Hardware/Software/Licensing	
		Deliverable 3-3	Implementation of Maryland SDWIS/STATE in accordance with the Final Maryland SDWIS/STATE Implementation Plan	
		Deliverable 3-4	Completion of Maryland SDWIS/STATE Performance and Acceptance Validation Testing and Reporting	
		Deliverable 3-5	Complete Training of MDE Staff on the Maryland SDWIS/STATE in accordance with the approved MDE Administrator and User Training Plans to include submission of the Maryland SDWIS/STATE system training materials	
		Deliverable 3-6	Maryland SDWIS/STATE in Production Use for 90 Calendar Day Warranty Period	No Charge
			Total Milestone 3 Cost:	
			TOTAL COST MILESTONES 1-3:	

 Authorized Individual Name

 Company Name

 Title

 Company Tax ID #

Submit as a .pdf file with the Financial Response

ATTACHMENT 1B

PRICE PROPOSAL (TIME AND MATERIALS) FOR CATS II TORFP

B.P.O. # U00B2400011

LABOR CATEGORIES

Labor Categories	A	B	C
	Hourly Labor Rate	Total Class Hours	Evaluated Task Cost
(Master Contractor to insert Proposed CATS II labor categories for this TORFP for Base Year 1)			
2.3.4 Optional Services: Maryland SDWIS/STATE Maintenance and Support Services			
Task Category #1 – Maryland SDWIS/STATE Support			
Insert Proposed Labor Category #1	\$		
Insert Proposed Labor Category #2	\$		
etc.	\$		
Totals for Task Category #1 – Base Year 1:		2500	(TO Contractor shall insert Total Evaluated Cost here)
Total Evaluated Cost for Base Year 1:			
(Master Contractor to insert Proposed CATS II labor categories for this TORFP for Optional Year 1)			
2.3.4 Optional Services: Maryland SDWIS/STATE Maintenance and Support Services			
Task Category #1 – Maryland SDWIS/STATE Support			
Insert Proposed Labor Category #1	\$		
Insert Proposed Labor Category #2	\$		
etc.	\$		
Totals for Task Category #1 – Optional Year 1:		800	(TO Contractor shall insert Total Evaluated Cost here)
Total Evaluated Cost for Optional Year 1:			
Total Evaluated Cost for Base Year and Optional Year:			

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

SUBMIT AS A .PDF FILE WITH THE FINANCIAL RESPONSE

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

CATS II TORFP (B.P.O. # U00B2400011)

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.

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.

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

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

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

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 1

CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT

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

In conjunction with the offer submitted in response to TORFP (B.P.O. #U00B2400011), I affirm the following:

I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of 25 ___ percent and, if specified in the TORFP, sub-goals of _0___ percent for MBEs classified as African American-owned and _0_ percent for MBEs classified as women-owned. I have made a good faith effort to achieve this goal.

OR

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

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

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

I understand that if I am notified that I am the apparent TO Agreement awardee, I must submit the following documentation within 10 working days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier.

- (a) Outreach Efforts Compliance Statement (Attachment D-3)
- (b) Subcontractor Project Participation Statement (Attachment D-4)
- (c) MBE Waiver Documentation per COMAR 21.11.03.11 (if applicable)
- (d) Any other documentation required by the TO Procurement Officer to ascertain Offeror's responsibility in connection with the certified MBE participation goal.

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

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

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

Offeror Name

Signature of Affiant

Address

Printed Name, Title

Date

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 2

MINORITY BUSINESS ENTERPRISE PARTICIPATION SCHEDULE

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

TO Prime Contractor (Firm Name, Address, Phone)	Task Order Description
Task Order Agreement Number (B.P.O. # U00B2400011)	
List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	

USE ATTACHMENT D-2 CONTINUATION PAGE AS NEEDED

SUMMARY

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

Document Prepared By: (please print or type)

Name: _____ Title: _____

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 2

MINORITY BUSINESS ENTERPRISE PARTICIPATION SCHEDULE (CONTINUED)

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

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 3

OUTREACH EFFORTS COMPLIANCE STATEMENT

In conjunction with the bid or offer submitted in response to TORFP (B.P.O. # U00B2400011), I state the following:

Offeror identified opportunities to subcontract in these specific work categories:

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

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

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

(DESCRIBE EFFORTS)

This project does not involve bonding requirements.

Offeror did/did not attend the pre-proposal conference

No pre-proposal conference was held.

Offeror Name

By: _____
Name

Address

Title

Date

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

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 4

SUBCONTRACTOR PROJECT PARTICIPATION STATEMENT

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

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

conjunction with TORFP No. U00B2400011, it and _____,
(Subcontractor Name)

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

(Describe work to be performed by MBE):

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

By:

By:

Prime Contractor Signature

Subcontractor Signature

Name

Name

Title

Title

Date

Date

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

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 5

MINORITY BUSINESS ENTERPRISE PARTICIPATION TO CONTRACTOR PAID/UNPAID INVOICE REPORT

Report #: _____ Reporting Period (Month/Year): _____ Report is due by the 15th of the following month.	CATS II TORFP (B.P.O. # U00B2400011) Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____
--	--

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

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

Return one copy of this form to the following address:

Wayne Petrush, TO Manager Maryland Department of the Environment 1800 Washington Boulevard Baltimore, MD 21230 Wpetrush@mde.state.md.us	William Kamberger, TO Procurement Manager Maryland Department of the Environment 1800 Washington Boulevard Baltimore, MD 21230 Bkamberger@mde.state.md.us
---	---

Signature: _____ Date: _____

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 6

MINORITY BUSINESS ENTERPRISE PARTICIPATION SUBCONTRACTOR PAID/UNPAID INVOICE REPORT

Report #: _____ Reporting Period (Month/Year): __/_____ Report Due By the 15th of the following Month.	CATS II TORFP (B.P.O. # U00B2400011) Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____
MBE Subcontractor Name:	
MDOT Certification #:	
Contact Person:	
Address:	
City:	State: ZIP:
Phone:	FAX:
Subcontractor Services Provided:	
List all payments received from Prime TO Contractor during reporting period indicated above. 1. 2. 3. Total Dollars Paid: \$ _____	List dates and amounts of any unpaid invoices over 30 days old. 1. 2. 3. Total Dollars Unpaid: \$ _____
Prime TO Contractor:	Contact Person:

Return one copy of this form to the following address:

Wayne Petrush, TO Manager Maryland Department of the Environment 1800 Washington Boulevard Baltimore, MD 21230 Wpetrush@mde.state.md.us	William Kamberger, To Procurement Manager Maryland Department of the Environment 1800 Washington Boulevard Baltimore, MD 21230 Bkamberger@mde.state.md.us
---	---

Signature: _____ Date: _____

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

ATTACHMENT 3 – TASK ORDER AGREEMENT

CATS II TORFP# U00B2400011 OF MASTER CONTRACT #060B9800035

This Task Order Agreement (“TO Agreement”) is made this ___ of _____, 2011 by and between _____ (TO Contractor) and the STATE OF MARYLAND, Department of Information Technology.

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:

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

“Agency” means the Maryland Department of Information Technology, as identified in the CATS II TORFP # U00B2400011.

“CATS II TORFP” means the Task Order Request for Proposals # U00B2400011, DATED January 25, 2012, including any addenda.

“Master Contract” means the CATS II Master Contract between the Maryland Department of Information Technology and TO Contractor dated June 1, 2009.

“TO Procurement Officer” means William Kamberger of the Agency. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.

“TO Agreement” means this signed TO Agreement between the Maryland Department of Information Technology and TO Contractor.

“TO Contractor” means the CATS II Master Contractor awarded this TO Agreement, whose principal business address is _____ and whose principal office in Maryland is _____.

“TO Manager” means Wayne Petrush of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.

“TO Proposal - Technical” means the TO Contractor’s technical response to the CATS II TORFP dated date of TO Proposal – Technical.

“TO Proposal – Financial” means the TO Contractor’s financial response to the CATS II TORFP dated date of TO Proposal - Financial.

“TO Proposal” collectively refers to the TO Proposal – Technical and TO Proposal – Financial.

Scope of Work

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

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

The TO Agreement,

Exhibit A – CATS II TORFP

Exhibit B – TO Proposal-Technical

Exhibit C – TO Proposal-Financial

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.

Time for Performance

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

Consideration and Payment

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

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

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

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
Maryland Department of the Environment

By: William Kamberger, TO Procurement Officer

Date

Witness: _____

ATTACHMENT 4 – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

"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.

"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.

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.

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):

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

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

Date: _____ By: _____

(Authorized Representative and Affiant)

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 5 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY

INSTRUCTIONS:

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

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

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

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

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

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

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

ATTACHMENT 5 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY (CONTINUED)

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

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

Contractor’s Contract Administrator:

Signature Date

Proposed Individual:

Signature Date

SUBMIT WITH TECHNICAL PROPOSAL
SIGNATURE REQUIRED AT THE TIME OF THE INTERVIEW

ATTACHMENT 6 – DIRECTIONS
TO THE PRE-TO PROPOSAL CONFERENCE

Driving directions to:

MDE Headquarters

1800 Washington Blvd.

Baltimore, MD 21230

From points north of Baltimore

Take I-95 South

Go through the Fort McHenry Tunnel

Exit at Exit 53 (I-395)

Bear to the right and follow signs to Martin Luther King Boulevard

Move into the left lane as the roadway descends from the overpass

At the first traffic light, make a left onto Washington Boulevard

Follow Washington Boulevard for approximately one mile

Cross over Monroe Street.

Make a right into the first parking lot entrance (Red Lot)

At the gate press the intercom button and tell the guard that you are visiting MDE for a Pre-Bid Conference

Enter the lobby and proceed to the first floor reception area

From points south of Baltimore

Take I-95 North

Exit at Exit 51 (Washington Boulevard).

At the bottom of the exit ramp, make a left onto Washington Boulevard.

Proceed approximately one half mile and cross over railroad tracks

Turn left into the parking lot entrance just past the railroad tracks (Red Lot)

At the gate press the intercom button and tell the guard that you are visiting MDE for a Pre-Bid Conference

Enter the lobby and proceed to the first floor reception area

ATTACHMENT 7 – NOTICE TO PROCEED

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS II Task Order Agreement (B.P.O. # U00B2400011)

Dear TO Contractor Contact:

This letter is your official Notice to Proceed as of Month Day, Year, for the above-referenced Task Order Agreement. Wayne Petrush of the Maryland Department of the Environment will serve as your contact person on this Task Order. Wayne Petrush can be reached at 410-537-3099 and Wpetrush@mde.state.md.us.

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

Sincerely,

TO Procurement Officer

Task Order Procurement Officer

Enclosures (2)

cc: Wayne Petrush, MDE

Procurement Liaison Office, Maryland Department of Information Technology

Project Management Office, Maryland Department of Information Technology

ATTACHMENT 8 – AGENCY RECEIPT OF DELIVERABLE FORM

I acknowledge receipt of the following:

TORFP Title: Conversion of Maryland’s Legacy Database (PDWIS-Oracle) to SDWIS/STATE 3.0 (or Higher)

TO Agreement Number: (B.P.O. # U00B2400011)

Title of Deliverable: _____

TORFP Reference Section # _____

Deliverable Reference ID # _____

Name of TO Manager: Wayne Petrush

TO Manager Signature

Date Signed

Name of TO Contractor’s Project Manager: _____

TO Contractor’s Project Manager Signature

Date Signed

SUBMIT AS REQUIRED IN SECTION 2.3 OF THE TORFP.

ATTACHMENT 9 - DELIVERABLE PRODUCT ACCEPTANCE FORM (DPAF)

Dear Wayne:

The product identified below has been delivered by *company name*. If acceptable, please sign this form and return to *company name* (Attention: *TO Contractor PM*). Should the product not be acceptable, please provide details in the space provided below and return the form unsigned to the *company name* Project Manager (ATTN: *To Contractor PM*) within 7 days of the delivery date listed below.

AGENCY NAME: MARYLAND DEPARTMENT OF THE ENVIRONMENT

PROJECT NAME: *Name of Project*

CONTRACT NUMBER: U00PXXXXXXXX

PRODUCT DELIVERED: Deliverable x-x

DELIVERABLE PRICE: \$xx,xxx.xx

Company Name PM: *FirstName LastName*

DELIVERY DATE: *Month DD, 2011*

DAPF DUE DATE: *Month DD, 2011*

ACCEPTANCE SIGNATURE:

MDE Program Manager

Date

Comments:

ISSUED BY THE TO MANAGER AS REQUIRED IN SECTION 2.3 OF THE TORFP

ATTACHMENT 10 – NON-DISCLOSURE AGREEMENT (OFFEROR)

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 II TORFP (P.O. # XXXXXXXXXXXXX) for the Conversion of Maryland’s Legacy Database (PDWIS-Oracle) to SDWIS/STATE 3.0 (or Higher). In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to _____. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as “Confidential Information”. As a condition for its receipt and access to the Confidential Information described in Section 1.7 of the TORFP, OFFEROR agrees as follows:

OFFEROR will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received under Section 1.7, except in connection with the preparation of its TO Proposal.

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.

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 the TO Procurement Officer, Maryland Department of the Environment on or before the due date for Proposals.

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.

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.

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

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.

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

OFFEROR: _____ BY: _____

NAME: _____ TITLE: _____

ADDRESS: _____

SUBMIT AS REQUIRED IN SECTION 0 OF THE TORFP

ATTACHMENT 11 – NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made as of this ____ day of _____, 2012, by and between the State of Maryland ("the State"), acting by and through its Maryland Department of the Environment (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 the Conversion of Maryland’s Legacy Database (PDWIS-Oracle) to SDWIS/STATE 3.0 (or Higher) TORFP No. XXXXXXXXXXXX dated ???October 12, 2010, (the “TORFP”) issued under the Consulting and Technical Services procurement issued by the Department of Information Technology, Project Number 060B9800035???, and

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

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

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.

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.

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.

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.

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).

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.

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

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.

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.

The parties further agree that:

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

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

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

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

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

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

TO Contractor/TO Contractor's Personnel:

Maryland Department of the Environment:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SUBMIT AS REQUIRED IN SECTION 0 OF THE TORFP

EXHIBIT A

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

Printed Name and Address
of Employee or Agent

Signature

Date

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

ATTACHMENT 12 – TO CONTRACTOR SELF-REPORTING CHECKLIST

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

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

<p>B) Did the Master Contractor request each personnel substitution in writing? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____</p>
<p>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) _____</p>
<p>Was the substitute approved by the agency in writing? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____</p>
<p>Section 4 – MBE Participation</p>
<p>A) What is the MBE goal as a percentage of the TO value? (If there is no MBE goal, skip to Section 5) _____ %</p>
<p>B) Are MBE reports D-5 and D-6 submitted monthly? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____</p>
<p>C) What is the actual MBE percentage to date? (divide the dollar amount paid to date to the MBE by the total amount paid to date on the TO) _____ % (Example - \$3,000 was paid to date to the MBE sub-contractor; \$10,000 was paid to date on the TO; the MBE percentage is 30% (3,000 ÷ 10,000 = 0.30))</p>
<p>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) _____</p>
<p>Has the Master Contractor expressed difficulty with meeting the MBE goal? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>(If yes, explain the circumstances and any planned corrective actions) _____</p>
<p>Section 5 – TO Change Management</p>
<p>A) Is there a written change management procedure applicable to this TO? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____</p>
<p>B) Does the change management procedure include the following?</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/> Sections for change description, justification, and sign-off</p> <p>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)</p> <p>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)</p>
<p>C) Have any change orders been executed? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>(If yes, explain expected or actual impact on TO cost, scope, schedule, risk and quality) _____</p>

D) Is the change management procedure being followed?

Yes No (If no, explain why) _____

ATTACHMENT 13 – LIVING WAGE AFFIDAVIT OF AGREEMENT

Contract No. _____

Name of Contractor _____

Address _____

City _____ State _____ Zip Code _____

If the Contract is Exempt from the Living Wage Law

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

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

If the Contract is a Living Wage Contract

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

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

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

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

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____ Title: _____

Witness Name (Typed or Printed): _____

Witness Signature & Date: _____

ATTACHMENT 14 – HIGH LEVEL SYSTEM AND FUNCTIONAL REQUIREMENTS

1.0 General Contractor Requirements

- 1.1 TO Contractor shall gather detailed system and functional requirements.
- 1.2 TO Contractor shall allow MDE to review the system functionality during the development phase.
- 1.3 TO Contractor shall specify and obtain approval from MDE for the purchase of approved hardware, software, licenses, and hardware and software maintenance.
 - 1.3.1 The MDE reserves the right to procure these items through other procurement vehicles.
- 1.4 TO Contractor shall ensure that there is no interruption of workflow during the project.

2.0 Personnel Requirements

- 2.1 TO Contractor shall specify and provide key personnel that cannot be removed from this project without the prior approval of MDE.
 - 2.1.1 Key personnel shall meet the labor requirements specified in the TO Contractor's CATS II Master Agreement.
- 2.2 The Project Manager selected by the TO Contractor shall:
 - 2.2.1 Possess active certification from the PMI to manage this project.
 - 2.2.2 Utilize industry-standard project management tools and techniques to plan, execute, monitor, control and close the project.
 - 2.2.3 Adhere to the principles and guidelines provided in Maryland's SDLC methodology.

3.0 General System Requirements

- 3.1 All data and source code shall be submitted and belong to MDE.
- 3.2 TO Contractor shall specify Hewlett Packard hardware that is compatible with MDE's current technical environment
- 3.3 To assure maximum stability in the Maryland SDWIS/STATE Production environment, as well as to assure continued development and testing, the TO Contractor shall establish a Development/Test environment that is a mirror image of the Production environment, where Maryland SDWIS/STATE modifications or enhancements may be developed and tested prior to deployment to Production.
- 3.4 The Maryland SDWIS/STATE shall interface directly with the EEMS to exchange data.
- 3.5 The TO Contractor shall ensure that the Maryland SDWIS/STATE manages inventory, sampling and monitoring data. The TO Contractor shall ensure that the Maryland SDWIS/STATE addresses the following data requirements:
 - 3.5.1 Inventory data includes information on the individual drinking water systems such as the system location, size, and population served.
 - 3.5.2 Sampling data includes lab results for chemical, microbiological, and radiological contaminants regulated by the EPA and the State of Maryland.
 - 3.5.3 Monitoring information contains the schedule for sampling required under each EPA rule. By comparing the monitoring schedules to the sampling data, Maryland SDWIS/State shall make automated non-compliance determinations.
- 3.6 The TO Contractor shall implement the Maryland SDWIS/STATE with reporting capabilities to enable MDE to report to consumers information about their drinking water.
- 3.7 The TO Contractor shall implement the Maryland SDWIS/STATE to enable MDE to meet EPA Quarterly Reporting Requirements to the EPA (SDWIS/Fed) for all of the State's drinking water systems.
- 3.8 The TO Contractor shall review the structure of Maryland's current legacy database, PDWIS ,to identify which tables will need to be developed or modified to work with SDWIS/STATE The WSP shall communicate as necessary with public water systems (PWSs) and laboratories since they will be impacted by any changes in reporting.

- 3.9 The TO Contractor shall specify, configure and install the necessary SDWIS/STATE Suite of Products
- 3.10 The TO Contractor shall install and configure RDBMS on database server. This may involve installing the SDWIS 3.0 (or higher) database and migrate “example” database schema to give users a quick and easy way to explore and practice navigation of the system using data provided in the trial database. OIMT will provide the contractor access to the MDE Development/Test server. Database administration will be overseen by staff from the WSP and OIMT.
- 3.11 The TO Contractor shall install and configure Tomcat 6.0.12 on web application server, and ARCMAP 9.3 for GIS functions, including licenses.
- 3.12 The TO Contractor shall specify and install all current SDWIS application software.
- 3.13 The TO Contractor shall develop an interface with MDE’s Enterprise Environmental Management System, TEMPO. This interface shall provide a link to MDE’s TEMPO system so that TEMPO users will be aware of any matching facilities.
- 3.14 The TO Contractor shall specify and install any other software to support the conversion to SDWIS/STATE, migration of PDWIS data and link to MDE’s Enterprise Environmental Management System, TEMPO, to be determined in the planning stage, and approved by WSP and OIMT.

4.0 Data Migration

- 4.1 The TO Contractor shall migrate one hundred percent (100%) of Maryland’s current data in PDWIS which is stored in over 90 tables and contains approximately 4 million records.
- 4.2 The TO Contractor shall extract data from the legacy database (PDWIS) and formatted as XML files using EPA’s Data Bridge software or comparable software as approved by WSP and MDE-OIMT and subsequently migrated into the new SDWIS database using EPA’s Migrate-To-State utility or equivalent as approved by the WSP.
- 4.3 The TO Contractor shall transfer data from the legacy database to Maryland’s SDWIS/STATE system in phases as defined during the gathering of the System and Functional Requirements.
- 4.4 The TO Contractor shall perform testing to confirm that all data was transferred successfully will be conducted according to the approved TO Contractor Test Plan.
- 4.5 The TO Contractor shall implement the COTS SDWIS/STATE, and develop and implement additional MDE specific functionality based upon the requirements identified and validated during the detailed System and Functional Business Requirements analysis. In developing this additional functionality, the TO Contractor shall take the following into consideration:
 - 4.5.1 The task of setting up the database to perform automated compliance determination shall be accomplished seamlessly.
 - 4.5.2 Duplicate data entry activities should be minimized or avoided whenever possible.
 - 4.5.3 The migration step is a time consuming process which will be coordinated through the overall Implementation Plan, and requires great attention to detail since many database tables must be populated to accommodate MDE specific requirements as well as the standard SDWIS/STATE functions.

5.0 Setup Tasks for Schedules

The TO Contractor shall ensure that the following setup tasks occur for setting up scheduling in the Maryland SDWIS/STATE system:

- 5.1 Establish Monitoring Periods (MNPRD) consistent with the Standardized Monitoring Framework (SMF) and/or State requirements in order to accommodate sampling schedules.
- 5.2 Establish Analyte Groups (ANGRP).
- 5.3 Establish appropriate Facility Analyte Levels (FANLs).

- 5.4 Establish the frequency and number of samples required (Monitoring Requirements – MNMNR) for each regulated analyte or Analyte Group.
- 5.5 Associate Monitoring Requirements to Monitoring Periods.
- 5.6 Associate Water System Facilities (WSF) to Monitoring Requirements.
- 5.7 Associate Water System Facilities to Monitoring Period.
- 5.8 Set up Sampling Schedules (SSCHED) to associate each Water System Facility with appropriate Monitoring Requirements.
- 5.9 Identify and designate Sampling Points (SMPPT) for each Water System Facility to indicate type of sampling (i.e. Entry Point (EP), Raw Water (RW), Combined Filter Effluent (CFE), First Customer (FC), Maximum (MX), Minimum (MN), and Midpoint (MD) Disinfection By Product (DBP) sampling, and Distribution sampling points for Total Coliform Rule (TCR) and Lead and Copper Rule (LCR).
- 5.10 The Maryland SDWIS/STATE shall provide functionality for the Monitoring Schedules Report Form to allow for pdf format for reports and the ability to sort reports by criteria established by WSP.
- 5.11 The Maryland SDWIS/STATE shall provide functionality of the Monitoring Schedules Report on web-based server to allow limited access by users based on criteria established by WSP.
- 5.12 The Maryland SDWIS/STATE shall provide functionality of the Inspection Report Form to allow for pdf format for reports and the ability to sort reports by criteria established by WSP.
- 5.13 The Maryland SDWIS/STATE shall provide functionality of the Inspection Report on web-based server to allow limited access by users based on criteria established by WSP.

6.0 Setup Tasks for Laboratories

The TO Contractor shall ensure that the following setup tasks occur for setting up Laboratories in the Maryland SDWIS/STATE system:

- 6.1 Associate Laboratories with Standard Methods of analysis and the analytes for which they are certified.
- 6.2 Evaluate data and cleanup errors and discrepancies.
- 6.3 Address the need for additional applications to satisfy Maryland’s specific requirements that may not be fully accommodated by the SDWIS application, including the ability to link live data and/or upload the following data, as applicable:
 1. Water appropriation permit data from the WSP’s database into the table with source information;
 2. Operator data from the Board of Water and Wastewater Operators database into the table with operator information;
 3. Inventory and violation/enforcement data from disks supplied by County Health Departments for transient non-community water systems;
 4. Well permit data from well construction permits and well completion reports from disks supplied by MDE’s Wastewater Permits Program into the table with the source information;
 5. Sampler certification data from Excel files on a CD supplied by the Maryland Rural Water Association or other agency into the table with the operator information;
 6. Federal enforcement action data from EPA’s SDWIS/Fed database into the table with enforcement action information;
 7. Laboratory information from the Accrediting Authority Management System;

8. Sanitary Survey data from portable devices with EPA's ESS software (or equivalent software as approved by the WSP).
- 6.4 The TO Contractor shall develop applications/forms for viewing multiple tables simultaneously and performing simple queries as specified in the SDWIS/STATE Implementation Plan. The forms will link SDWIS/STATE tables in a manner that is similar to the following forms in PDWIS:
1. Waterworks
 2. Lead and Copper Rule Tracking
 3. Ground Water Under the Influence Tracking
 4. Sampler Certification
 5. Laboratory Certification
 6. Operator Certification
 7. Violations / Enforcement Actions
 8. Systems / Sources
 9. IOC Master / IOC Detail
 10. Source Water Assessment Program
 11. Surface Water Treatment Rule
 12. Other as Identified in the Implementation Plan

7.0 Testing

- 7.1 The TO Contractor shall provide for the necessary testing of the new Maryland SDWIS/STATE system ensure proper functionality according to MDE's requirements that will be determined during the gathering of the System and Functional Requirements. The testing shall include the following:
 - Testing all applications to confirm that the proper results and reports are generated.
 - Confirm that all data will be uploaded into the new system properly.
 - Ensure that all controls are set into place to allow access and rights to the appropriate users of the database.
 - Users will need to be able to perform ADHOC reporting through SQL and ACCESS (Microsoft software).
 - Test and confirm that data reporting to SDWIS/Fed and SDWIS/ODS SDWIS/FedRep is functioning properly and acceptable to MDE and EPA Region III.
- 7.2 The TO Contractor shall prepare the Test Plan that documents the scope, content, methodology, sequence, management of, and responsibilities for test activities.
- 7.3 The TO Contractor shall set up the test environment, provide guidance and oversight to MDE UAT staff, log and track all test failures, and provide MDE testers with fixes to be re-tested. MDE staff will perform performance and acceptance validation testing and reporting on the new Maryland SDWIS/STATE System using TO Contractor developed performance and acceptance criteria based on MDE requirements. All performance and acceptance validation testing criteria shall be reviewed and approved by the MDE TO Manager prior to testing.
- 7.4 The TO Contractor shall confirm that all data was transferred correctly from the State's legacy system to SDWIS/STATE 3.0 (or higher) and will provide for validation by MDE staff. This will be phased in as each component is transferred from the Legacy database.

8.0 Training

- 8.1 The TO Contractor shall provide training to MDE staff on the operation of the database.
- 8.2 The TO Contractor shall conduct training sessions for MDE designated SDWIS/STATE end-users and administrators on the use and administration of the new Maryland SDWIS/STATE system in accordance with TO Contractor developed Training Plans to include submission of the MDE SDWIS/STATE System training materials.
- 8.3 Training will be performed at the MDE training room in the Baltimore, MD Headquarters office. The MDE training room can accommodate a maximum of 15 trainees per training session. Training materials can be provided as Online Help Documents, Video/Multimedia tutorials, or other electronic document formats such as Word or PDF.

9.0 General Hardware Requirements

- 9.1 All hardware, server-based applications and designed systems procured, as recommended by the winning bidder of this TORFP, shall meet the goals established by this TORFP that do not conflict with standards set by MDE's OIMT. Such standards shall include meeting MDE's OIMT:
 - Minimum server hardware standards (i.e., HP Proliant DL-series servers, two quad-core processors, 8GB memory, RAID-able internal storage controllers with battery backed cache, two internal 10/100/1000 NICs, separate internal remote server management cards, etc.)
 - Minimum server hardware maintenance support standard (three year of support with 4 hour, 24x7x365 coverage by the server manufacturer)
 - Server network operating system standard (i.e., Windows Server 2008 x64 Enterprise Edition, Novell Netware 6.5 or Novell SuSE Linux 11, unless another operating system is required and approved for specialized applications)
 - Server operating system software support standards (Microsoft-MDE Enterprise agreement including Software Assurance; Novell-MDE Master Licensing Agreement)
 - Application software support standards (as recommended by the software manufacturer-based technical support; software upgrades/patches; telephone/email/onsite technical support, etc.)
 - Enterprise server backup software standards (Syncsort backup Express (inside network); Symantec backup Exec (DZM network))
 - Enterprise relational database management system (RDBMS) standards (i.e., Oracle version 10g or Microsoft SQL Server 2008 unless another RDBMS is required and approved for specialized applications)
 - Enterprise Network Topology Standards (servers in MDE server farm in MDE Data Center, publicly accessible servers in MDE DMZ only, no internal eDirectory/Active Directory communications in MDE's DMZ, etc.)
 - Enterprise Network Security Standards (adherence to State of Maryland Information Security Policy in general and MDE exceptions in particular; application-based security for all applications)
 - Enterprise Disaster Recovery Plan standards (recovery at alternate sites for any/all hardware/software/applications; ability to backup server data to appropriate media; recovery to standby hardware, etc.)
- 9.2 MDE's Current Hardware/Software Specifications
 - Hewlett Packard (HP) Proliant ML570 Series Servers

- This class of server in MDE's environment hosts 1-4 single-core CPU operating at 700Mhz
- This class of server hosts 2-8 memory chips ranging in size from 64MB modules to 512MB modules, and hosts 1-10 hard drives ranging in size from 18GB to 146GB.
- HP Proliant DL3xx Series Servers
 - The HP DL3xx series of server in MDE's environment hosts 1-2, single-core to quad-core CPU operating at 2.8GHz to 3.6Ghz
 - This class of server hosts 2-8 memory chips ranging in size up to 4GB modules, and hosts 1-8 hard drives ranging in size from 36GB to 300GB.
 - The DL360 series has a maximum of two hard drive while the DL380 series can host 8 hard drives.
- HP Proliant DL5xx Series Servers
 - The HP DL5xx series of server in MDE's environment hosts between 1-4, single-core CPU operating at 700Mhz
 - This class of server hosts 2-8 memory chips ranging in size from 64MB modules to 512MB modules, and hosts 1-8 hard drives ranging in size from 18GB to 146GB
- Sun Microsystems Fire V2XX
 - The Sun Microsystems Fire V2xx server in MDE's environment hosts 1-2, single-core CPU operating at 1.3GHz to 1.6Ghz.
 - This series of server hosts between 2-8 memory chips ranging in size from 512Mbz modules to 1GB modules, and hosts 1-4 hard drives ranging in size from 36GB to 146GB.

9.3 Database Server Software

- Operating System: Windows Server 2003 Enterprise Edition with SP2
- Database: SQL Server 2000 Enterprise Edition (SP4)

9.4 Workstation Software

- Operating System: Windows XP (SP3)
- Internet Explorer 8

9.5 Database Software Currently in use

- Oracle 8.1.7.4.1 (not supported for new system deployments)
- Oracle 9.2.0.7.0 (not supported for new system deployments)
- Oracle 10.2.0.3.0 (not supported for new system deployments)
- Oracle 10.2.3.0
- Microsoft SQL Server 2000 (Plan to upgrade to 2003 or 2005)
- Microsoft Access 97, 2000, 2003 (not supported for new system deployments)
- Visual Fox Pro 5.0 (not supported for new system deployments)

9.6 Document Management:

- Fortis 2.3 (SP7)

9.7 Hardware/Software Performance

The TO Contractor shall ensure that the Maryland SDWIS State system can accommodate the following minimum performance requirements.

- SDWIS/Lab to State shall provide the appropriate security and login access to SDWIS State for approximately 40 private/public labs. MDE estimates that there may be 10-15 simultaneous users at any given time.
- The County Health Departments shall require the appropriate security and login access to SDWIS State. MDE currently has delegation agreements with 20 counties throughout the State.
- In FY2012, MDE will have approximately 83 active internal users. MDE estimates that there may 40 – 60 simultaneous MDE internal users at any given time. In addition to these users, MDE has other internal users that will require the appropriate security and login access for intermittent access. These users would include:
 - SSA – 7 Users
 - Board of Waterworks and Waste Systems Operators – 3 Users
- SDWIS State shall provide the appropriate security and access for the Drinking Water Watch, a web based system that allows a utility to view their records and data. This represents potentially 700 users with intermittent usage.
- The PDWIS system currently handles 800 – 1000 daily transactions. This represents updates that are committed or saved to the PDWIS database. For efficiencies and improved performance, SDWIS State shall perform some updates to the database as part of a nightly process to minimize access issues during the day.
- The current PDWIS database size is approximately 6 GB. The Maryland SDWIS State database shall be able to handle a projected annual growth rate of approximately 10 percent.

9.8 SDWIS/State Hardware/Software Environment

- SDWIS/STATE 3.01 has been tested by the SDWIS/State software developer, Science Application International Corporation (SAIC), using the hardware/software environment as described in Exhibit 1-1 (See the SDWIS/State Installation Guide and Release Notes document <http://water.epa.gov/scitech/datait/databases/drink/sdwisstate/current.cfm>). The information in Exhibit 1-1 should not be considered a minimum requirement. It is the configuration used by SAIC for configuring the certification environment of release 3.01 and is provided as an example.

Exhibit 1-1. SDWIS/STATE 3.01 Test Environment

Platform	Operating System	Software	Hardware
Application Server/Web Server	Windows 2003 Server with Service Pack 1	<p>Windows XP</p> <p>Java 2 SDK, Standard Edition (J2SE), v1.6 with Oracle and SQL Server JDBC drivers</p> <p>Tomcat 6.0.20 It is explicitly recommended that later versions of the 32-bit Apache Tomcat (e.g. Tomcat 6.0.29 and later) are not used because of known memory issues.</p>	<p>Virtual Hardware using VMWare Infrastructure 3 on Dell 2950</p> <p>1 virtual CPU</p> <p>2 GB virtual RAM</p> <p>Virtual NIC</p> <p>Virtual hard drive with 20 GB</p>
Database Server	Windows 2003 Server with Service Pack 1	<p>Oracle 11g Enterprise Edition</p> <p>Microsoft SQLServer 2005</p>	<p>Virtual Hardware using VMWare Infrastructure 3 on Dell 2950</p> <p>1 virtual CPU</p> <p>2 GB virtual RAM</p> <p>Virtual NIC</p> <p>Virtual hard drive with 20 GB</p>
E-Mail Server	Windows 2003 Server	MS Exchange 2000	Compaq Proliant ML370 G2, two 1.3 MHz CPU, 2 MB of memory
Client Workstation	Windows XP Professional Version 2002 with Service Pack 3	Microsoft Internet Explorer v8.0	<p>Dell OptiPlex GX620 Pentium(R) D CPU 2.80GHz</p> <p>1 GB RAM</p> <p>Broadcom Net Xtreme 57xx Gigabit Controller</p> <p>Screen Resolution: 1024 x 768 and Small Fonts</p>

10.0 Security and Authentication

- 10.1 TO Contractor shall follow generally accepted industry best practices such as SANS (Sysadmin Audit Network Security) Institute, OWASP (Open Web Application Security Project) and NIST (National Institute of Standards Technology).
- 10.2 TO Contractor shall provide for authenticating inbound communication and shall ensure that all authentications occurs on MDE's DMZ.
- 10.3 TO Contractor shall provide a method to block inbound requests via IP address or user ID.
- 10.4 TO Contractor shall implement the Maryland SDWIS/STATE system to provide for log files that will be created to document the authorization requests via web services. The Maryland SDWIS/STATE System shall log transactions in a persistent storage area that retains the following information:
 - Security Token of the document submitter
 - Time Received
 - Transaction Status
- 10.5 TO Contractor shall implement the Maryland SDWIS/STATE system to provide the capability to track transactions by transaction ID or the NAAS ID of the document submitter. It is also recommended that a log that contains detailed processing steps be provided to assist debugging.
- 10.6 TO Contractor shall implement the Maryland SDWIS/STATE system to use an authenticate method to authenticate a user using the supplied credential.
- 10.7 TO Contractor shall implement the Maryland SDWIS/STATE system to return a security token when successful. The security token shall be included in all other method invocations, except NodePing, as a proof of identity.
- 10.8 The TO Contractor shall implement use of a security token which shall be a string that is transparent and is meaningful only to the issuer or trusted partners. It may include, but is not limited to, the following information:
 - The Use ID or Profile Name
 - A session ID for State management
 - A timestamp for aging and expiration
 - User properties such as user group or IP address.
- 10.9 TO Contractor shall implement an aging strategy to prevent replay attack. An expired token should be discarded immediately. A suggested token life span is about ten (10) minutes.
- 10.10 TO Contractor shall implement the Maryland SDWIS/STATE system to utilize Secure Socket Layer (SSL) technology in order to be compliant with the EPA Exchange Network. The Node shall be hosted from an environment where the certificate is issued by a well known party and its full path is recognized by all common browsers. All messages, including Authenticate, must be sent using the SSL transport mechanism.
- 10.11 TO Contractor shall implement the Maryland SDWIS/STATE system to include Network Authentication and Authorization Service (NAAS) to provide complete authentication and authorization services for the Exchange Network.
- 10.12 TO Contractor should implement the Maryland SDWIS/STATE system to also support a local security model utilizing a single sign-on. This approach may allow for a closer integration into the existing security model without the need for replication of existing accounts on the National level.

11.0 Warranty Period

- 11.1 The TO Contractor shall warrant for 90 calendar days after acceptance by MDE the entire system solution, including the software, system design, RDBMS configuration, hardware configuration, hosting platform, network components, integration, plan implementation, data conversion, and all other services required under the Contract on a "turnkey" basis, i.e., the TO Contractor must itself be contractually responsible for all warranty obligations and must be the single point of contact for

service under the warranty. The 90 calendar days warranty will begin on the date that MDE officially accepts in writing the system as complete.

- 11.2 The TO Contractor shall provide support for the system for the warranty period after issuance of the written acceptance by MDE. This support must include troubleshooting, the correction of any system bugs, defects or deficiencies, and the resolution of any operating problems. During this period, the TO Contractor shall provide, at no additional cost, unlimited technical support by telephone and, if the problem cannot be resolved within 48 hours, shall provide on-site or remote (remote support VPN or Terminal services via Internet connection) service and support to resolve the problem.
- 11.3 If the TO Contractor develops modifications or upgrades to the system during the warranty support period, these shall be provided to the MDE free of charge and included within the warranty.

MDE will use the same corrective action procedure as described under acceptance testing section.

ATTACHMENT 15 – REQUIREMENTS TRACEABILITY MATRIX (RTM)

Req. ID (unique ID)	Req. Description	Ref. in Functional Requirements Document	Maryland SDWIS/STATE		Verification Method	Requirement Reference in Design Doc	Fit Gap	Requirement Reference in Test Plan
			Out of Box	Customize				

As each requirement is identified and validated during the gathering of the System and Functional Requirements, the RTM shall be updated by the Offeror based on the proposed COTS solution. Each requirement is included in the RTM along with the associated section number. As the project progresses, the RTM is updated to reflect each requirement’s status. When the product is ready for system testing, the RTM lists each requirement, what product component addresses it, and the test used to verify that it is correctly implemented.

