

**IT Professional Technical Services
Master Contract Program
T#:902 TS**

**Statement of Work (SOW)
For Technology Services
Issued By**

Minnesota Department of Health

Project Title OpenElis Code Evaluation

**Service Categories:
Analyst – Technical
Architecture Planning & Assessment – Technical
Web Applications Specialist – Java/JSP/Servlets**

Business Need

OpenELIS is the Minnesota Department of Health's (MDH) new automated laboratory information management system. The first module is scheduled to be released February, 2011. Security testing has revealed that the underlying code design may be very difficult to support, and an evaluation of the application's architecture has been requested. The original plan was to expand the initial release of OpenELIS to all Clinical Laboratory tests and the Newborn Screening Program, but those projects are on hold until an evaluation is completed. This engagement is for an outside consultant to evaluate the OpenELIS application architecture and make a recommendation to MDH regarding its suitability for a laboratory information management system from the perspective of performance, maintenance, expandability, and security.

Project Deliverables

1. A MS Word Document (version 2003) that lists the findings related to consistency of coding, maintainability, expandability, and security of OpenELIS. This evaluation should be based on the following factors:

Consistency of Coding - were the frameworks used (Hibernate, Struts, Tiles) implemented properly. Were Java coding guidelines and generally accepted coding standards followed (Capitalize class names, limit the use of server side script,

Maintainability Analysis - focus on the ongoing maintenance of the architecture, including;

- Is the system sufficiently instrumented for monitoring purpose?
- When the problem happens, is there enough trace around to quickly identify what went wrong ?
- Can the system continue working (with some tolerable degradation) when some components fail ?

Extensibility Analysis - Understand the parameter that affects the behavior of the system. When different scenarios of changes happens, how much code need to be change to accommodate that ? Or can the system still serve by just changing the configurable parameters? For example, does the system hard code business rules or using some kind of rule engine? Does the system hard code the business flow or using some kind of workflow system? What if the system need to serve a different UI device (like mobile devices) ?

Security Analysis –

Conduct a manual code review of the application, documenting and detailing existing security control present in the OPENELIS application, noting deficiencies to industry standard security practices for the given framework. Of particular interest are the documentation of Authentication/Authorization and input validation (server side) controls. This review will also determine compliance with the department's existing application security standards (see attached), noting where the application is deficient in each standard. This code review will also determine overall "maintainability" of existing and proposed security controls within the application, documenting areas where maintenance could prove problematic.

Project Schedule

We anticipate this project will start on or about Monday, March 7, 2011.

Project end date will be by April 29, 2011

Project Environment (State Resources)

1. An MDH Project Manager will be assigned to this project.

Agency Project Requirements

1. A workstation and a computer will be provided to the consultant in the same area that the OpenELIS Team is housed.
2. All necessary access to the code repository and development environment will be provided.

Responsibilities Expected of the Selected Vendor

Weekly updates to MDH Project Manager on progress.

Required Skills (These are to be scored as pass/fail requirements)

4 years or more experience in application architecture.

Required 5 years experience with Oracle including version 10, 5 years' experience evaluating a web application in a JEE environment utilizing Hibernate, Struts, and Tiles.

Process Schedule

Deadline for Questions	2/23/2011 4:00 PM, CST
Posted Response to Questions	2/24/2011 4:00 PM, CST
Proposals due	2/25/2011 4:00 PM, CST
Anticipated proposal evaluation begins	2/28/2011 10 4:00 PM, CST
Anticipated proposal evaluation & decision	3/2/2011 4:00 PM, CST

Questions

Any questions regarding this Statement of Work should be submitted via e-mail by 2/23/2011 4:00 PM, CST

Name: Joseph Pugh
Department: Minnesota Department of Health
Telephone Number: 651-201-5021
Email Address: joseph.pugh@state.mn.us

Questions and answers will be posted on the Office of Enterprise Technology website 2/24/2011 4:00. CST (http://www.oet.state.mn.us/mastercontract/statements/mcp902ts_active.html).

SOW Evaluation Process

Describe categories and scoring methodology/criteria

Describe factors for evaluation (e.g.):

- Experience (40%)
- Two References (15%)
- Cost (30%)
- Approach (15%)

Response Requirements

- Resumes for each of the individuals assigned to the project. Resume should not be more than 3 pages long related to applicable experience.
- Provide two references on application architecture evaluation. The recommendations should include name, title and phone numbers.
- Approach. Vendor will describe their approach to the project.
- Vendor will submit a cost proposal for the project.

Required forms to be returned or additional provisions that must be included in proposal

- a) Affidavit of non-collusion
<http://www.mmd.admin.state.mn.us/doc/noncollusion.doc>
- b) Location of Service Disclosure
<http://www.mmd.admin.state.mn.us/Doc/ForeignOutsourcingDisclosureCertification.doc>
- c) Certification Regarding Lobbying
<http://www.mmd.admin.state.mn.us/doc/lobbying.doc>
- d) Veteran-Owned/Service Disabled Veteran-Owned Preference Form
<http://www.mmd.admin.state.mn.us/doc/vetpref.doc>

Proposal Submission Instructions

Response Information:

- a) To whom to address the response: Denton Peterson
- b) Where to respond (e.g. mailing or email address) denton.peterson@state.mn.us

General Requirements

Proposal Contents

By submission of a proposal, Responder warrants that the information provided is true, correct and reliable for purposes of evaluation for potential award of a this work order. The submission of inaccurate or misleading information may be grounds for disqualification from the award as well as subject the responder to suspension or debarment proceedings as well as other remedies available by law.

Liability

VERSION 1 (Standard)

Indemnification

In the performance of this contract by Contractor, or Contractor's agents or employees, the contractor must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the state, to the extent caused by Contractor's:

- 1) Intentional, willful, or negligent acts or omissions; or
- 2) Actions that give rise to strict liability; or
- 3) Breach of contract or warranty.

The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Contractor may have for the State's failure to fulfill its obligation under this contract.

Disposition of Responses

All materials submitted in response to this SOW will become property of the State and will become public record in accordance with Minnesota Statutes, section 13.591, after the evaluation process is completed. Pursuant to the statute, completion of the evaluation process occurs when the government entity has completed negotiating the contract with the selected vendor. If the Responder submits information in response to this SOW that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minn. Stat. § 13.37, the Responder must: clearly mark all trade secret materials in its response at the time the response is submitted, include a statement with its response justifying the trade secret designation for each item, and

defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the State, its agents and employees, from any judgments or damages awarded against the State in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the State's award of a contract. In submitting a response to this RFP, the Responder agrees that this indemnification survives as long as the trade secret materials are in possession of the State.

The State will not consider the prices submitted by the Responder to be proprietary or trade secret materials.

Conflicts of Interest

Responder must provide a list of all entities with which it has relationships that create, or appear to create, a conflict of interest with the work that is contemplated in this request for proposals. The list should indicate the name of the entity, the relationship, and a discussion of the conflict.

The responder warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons, a vendor is unable or potentially unable to render impartial assistance or advice to the State, or the vendor's objectivity in performing the contract work is or might be otherwise impaired, or the vendor has an unfair competitive advantage. The responder agrees that, if after award, an organizational conflict of interest is discovered, an immediate and full disclosure in writing must be made to the Assistant Director of the Department of Administration's Materials Management Division ("MMD") which must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. If an organization conflict of interest is determined to exist, the State may, at its discretion, cancel the contract. In the event the responder was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to MMD, the State may terminate the contract for default. The provisions of this clause must be included in all subcontracts for work to be performed similar to the service provided by the prime contractor, and the terms "contract," "contractor," and "contracting officer" modified appropriately to preserve the State's rights.

IT Accessibility Standards

Responses to this solicitation must comply with the Minnesota IT Accessibility Standards effective September 1, 2010, which entails, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 Subparts A-D which can be viewed at:

http://www.mmd.admin.state.mn.us/pdf/accessibility_standard.pdf

Nonvisual Access Standards

Nonvisual access standards require:

- 1) The effective interactive control and use of the technology, including the operating system, applications programs, prompts, and format of the data presented, are readily achievable by nonvisual means;
- 2) That the nonvisual access technology must be compatible with information technology used by other individuals with whom the blind or visually impaired individual must interact;

- 3) That nonvisual access technology must be integrated into networks used to share communications among employees, program participants, and the public; and
- 4) That the nonvisual access technology must have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

Preference to Targeted Group and Economically Disadvantaged Business and Individuals

In accordance with Minnesota Rules, part 1230.1810, subpart B and Minnesota Rules, part 1230.1830, certified Targeted Group Businesses and individuals submitting proposals as prime contractors shall receive the equivalent of a six percent preference in the evaluation of their proposal, and certified Economically Disadvantaged Businesses and individuals submitting proposals as prime contractors shall receive the equivalent of a six percent preference in the evaluation of their proposal. Eligible TG businesses must be currently certified by the Materials Management Division prior to the solicitation opening date and time. For information regarding certification, contact the Materials Management Helpline at 651.296.2600, or you may reach the Helpline by email at mmdhelp.line@state.mn.us. For TTY/TDD communications, contact the Helpline through the Minnesota Relay Services at 1.800.627.3529.

Veteran-owned/Service Disabled Veteran-Owned Preference

In accordance with Minnesota Statute §16C.16, subd. 6a, veteran-owned businesses with their principal place of business in Minnesota and verified as eligible by the United States Department of Veterans Affairs' Center for Veteran Enterprises (CVE Verified) will receive up to a 6 percent preference in the evaluation of its proposal.

Eligible veteran-owned small businesses include CVE verified small businesses that are majority-owned and operated by either recently separated veterans, veterans with service-connected disabilities, and any other veteran-owned small businesses (pursuant to Minnesota Statute §16C.16, subd. 6a).

Information regarding CVE verification may be found at <http://www.vetbiz.gov>.

Eligible veteran-owned small businesses should complete and **sign** the **Veteran-Owned Preference Form** in this solicitation. Only eligible, CVE verified, veteran-owned small businesses that provide the required documentation, per the form, will be given the preference.

Foreign Outsourcing of Work Prohibited

All services under this contract shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision also applies to work performed by subcontractors at all tiers.

Statement of Work does not obligate the state to award a work order or complete the assignment, and the state reserves the right to cancel the solicitation if it is considered to be in its best interest. The Agency reserves the right to reject any and all proposals.