



**Consulting and Technical Services+ (CATS+)**

**Task Order Request for Proposals (TORFP)**

**WEB AND SYSTEMS APPLICATIONS MAINTENANCE  
AND SUPPORT SERVICES**

**CATS+ TORFP # U00B4400007**

**MARYLAND DEPARTMENT OF THE ENVIRONMENT (MDE)  
OFFICE OF INFORMATION MANAGEMENT AND TECHNOLOGY**

**ISSUE DATE: 11/7/2013**

**MBE Participation is Encouraged**

**TABLE OF CONTENTS**

**SECTION 1 - ADMINISTRATIVE INFORMATION ..... 5**

- 1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT ..... 5
- 1.2 TO AGREEMENT ..... 5
- 1.3 TO PROPOSAL SUBMISSIONS ..... 5
- 1.4 ORAL PRESENTATIONS/INTERVIEWS ..... 5
- 1.5 MINORITY BUSINESS ENTERPRISE (MBE) ..... 5
- 1.6 CONFLICT OF INTEREST ..... 6
- 1.7 NON-DISCLOSURE AGREEMENT ..... 6
- 1.8 LIMITATION OF LIABILITY CEILING ..... 6
- 1.9 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES ..... 6
- 1.10 IRANIAN NON-INVESTMENT ..... 6
- 1.11 QUESTIONS ..... 6
- 1.12 LIVING WAGE ..... 7
- 1.13 CHANGE ORDERS ..... 7
- 1.14 TRAVEL REIMBURSEMENT ..... 7
- 1.15 ACRONYMS ..... 7

**SECTION 2 - SCOPE OF WORK ..... 9**

- 2.1 PURPOSE ..... 9
- 2.2 REQUESTING AGENCY BACKGROUND ..... 9
- 2.3 ROLES AND RESPONSIBILITIES ..... 10
- 2.4 CURRENT ENVIRONMENT ..... 10
- 2.5 TECHNICAL AND FUNCTIONAL REQUIREMENTS ..... 11
- 2.6 SERVICE LEVEL AGREEMENT ..... 17
- 2.7 DELIVERABLES / ACCEPTANCE CRITERIA ..... 18
- 2.8 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES ..... 23
- 2.9 PERFORMANCE AND PERSONNEL ..... 23
- 2.10 MINIMUM QUALIFICATIONS ..... 24
- 2.11 TO CONTRACTOR AND PERSONNEL OTHER REQUIREMENTS ..... 25
- 2.12 INVOICING ..... 26
- 2.13 MBE PARTICIPATION REPORTS ..... 26

**SECTION 3 - TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS..... 27**

- 3.1 REQUIRED RESPONSE..... 27
- 3.2 FORMAT ..... 27

**SECTION 4 – TASK ORDER AWARD PROCESS ..... 30**

- 4.1 OVERVIEW ..... 30

**ATTACHMENT 1 SUMMARY PRICE PROPOSAL FOR CATS+ TORFP ..... 31**

**ATTACHMENT 1A PRICE PROPOSAL (TIME AND MATERIALS) FOR CATS+ TORFP ..... 32**

**ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS..... 34**

**ATTACHMENT 4 – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE..... 38**

**ATTACHMENT 5 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY ..... 39**

**ATTACHMENT 6 – DIRECTIONS ..... 42**

**ATTACHMENT 7 – NOTICE TO PROCEED ..... 43**

**ATTACHMENT 8 – AGENCY RECEIPT OF DELIVERABLE FORM ..... 44**  
**ATTACHMENT 9 – DELIVERABLE PRODUCT ACCEPTANCE FORM..... 45**  
**ATTACHMENT 10 – NON-DISCLOSURE AGREEMENT (OFFEROR)..... 46**  
**ATTACHMENT 11 – NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)..... 47**  
**ATTACHMENT 12 – TO CONTRACTOR SELF-REPORTING CHECKLIST ..... 50**  
**ATTACHMENT 13 – LIVING WAGE AFFIDAVIT OF AGREEMENT ..... 52**  
**ATTACHMENT 14 - MDE WEB AND SYSTEM APPLICATIONS ..... 53**  
**ATTACHMENT 15 – SAMPLE WORK ORDER ..... 59**  
**ATTACHMENT 13 – LIVING WAGE AFFIDAVIT OF AGREEMENT ..... 60**  
**ATTACHMENT 16 - CERTIFICATION REGARDING INVESTMENTS IN IRAN..... 61**  
**ATTACHMENT 17 – PERFORMANCE EVALUATION FORM..... 62**

## KEY INFORMATION SUMMARY SHEET

This CATS+ TORFP is issued to obtain the services necessary to satisfy the requirements defined in Section 2 - Scope of Work. All CATS+ Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. Master Contractors choosing not to submit a proposal shall submit a Master Contractor Feedback form. The form is accessible via, your CATS+ Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu. In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS+ RFP issued by the Maryland Department of Information Technology (DoIT) and subsequent Master Contract Project Number 060B2490023, including any amendments.

<b>TORFP Title:</b>	MDE Web and Systems Applications Maintenance and Support Services
<b>Functional Area:</b>	Functional Area 2 – Web and Internet Systems
<b>TORFP Issue Date:</b>	<b>11/7/2013</b>
<b>Question Due Date and Time</b>	<b>12/9/2013 at 2PM Local Time</b>
<b>Closing Date and Time:</b>	<b>12/27/2013 at 2:00PM Local Time</b>
<b>TORFP Issuing Agency:</b>	Maryland Department of the Environment Office of Information Management and Technology (OIMT)
<b>Send Questions and Proposals to:</b>	Dinesh Gandhi – Procurement Associate <a href="mailto:dinesh.gandhi@maryland.gov">dinesh.gandhi@maryland.gov</a>
<b>TO Procurement Officer:</b>	William Kamberger – Chief, Procurement Office Phone Number: 410-537-3081 Office Fax Number: 410-537-4443
<b>TO Manager:</b>	Wayne Petrush - Director, Project Management Office Phone Number: 410-537-3099 Office Fax Number: 410-537-3093
<b>TO Project Number:</b>	<b>BPO # U00B4400007</b>
<b>TO Type:</b>	Fixed Price and Time and Materials
<b>Period of Performance:</b>	One (1) year, plus two (1) one year renewal options, at sole discretion of MDE
<b>MBE Goal:</b>	0%
<b>Small Business Reserve (SBR):</b>	No
<b>Primary Place of Performance:</b>	Maryland Department of the Environment 1800 Washington Blvd. Baltimore, MD 21230
<b>TO Pre-proposal Conference:</b>	<b>11/15/2013, 2-4 PM Local Time</b> Terra Conference Room Maryland Department of the Environment 1800 Washington Blvd. Baltimore, MD 21230 See Attachment 6 for directions.

## **SECTION 1 - ADMINISTRATIVE INFORMATION**

### **1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT**

The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement scope issues, and for authorizing any changes to the TO Agreement.

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

### **1.2 TO AGREEMENT**

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

### **1.3 TO PROPOSAL SUBMISSIONS**

The TO Procurement Officer will not accept submissions after the date and exact time stated in the Key Information Summary Sheet above. The date and time of submission is determined by the date and time of arrival in the TO Procurement Officer's e-mail box. The TO Proposal is to be submitted via e-mail, not to exceed 10 MB, as two (2) attachments in MS Word format 2007. The "subject" line in the e-mail submission shall state the TORFP #U00B4400007. The first file will be the TO Technical Proposal for this TORFP titled, "CATS+ TORFP #U00B4400007 Technical". The second file will be the TO Financial Proposal to this CATS+ TORFP titled, "CATS+ TORFP #U00B4400007 Financial". The following proposal documents shall be submitted with required signatures as .PDF files with signatures clearly visible:

- Attachment 1, 1A – Price Proposal
- Attachment 2 - MBE Forms D-1 and D-2
- Attachment 4 - Conflict of Interest and Disclosure Affidavit
- Attachment 13 – Living Wage Affidavit of Agreement
- Attachment 16 – Certification Regarding Investments in Iran

### **1.4 ORAL PRESENTATIONS/INTERVIEWS**

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

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

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

## **1.6 CONFLICT OF INTEREST**

The TO Contractor awarded the TO Agreement shall provide IT technical and/or consulting services for State agencies or component programs with those agencies, and shall do so impartially and without any conflicts of interest. Each Master Contractor shall complete and include 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 shall 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, Maryland 21230. 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+ Master Contract, the limitation of liability per claim under this TORFP shall not exceed the total TO Agreement amount.

## **1.9 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES**

DoIT is responsible for contract management oversight on the CATS+ Master Contract. As part of that oversight, DoIT has implemented a process for self-reporting contract management activities of CATS+ 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+ 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 IRANIAN NON-INVESTMENT**

A proposal submitted by an Offeror shall be accompanied by a completed Certification Regarding Investments in Iran. A copy of this Certification is included as Attachment 16 of this TORFP.

## **1.11 QUESTIONS**

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

### **1.12 LIVING WAGE**

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

A proposal submitted by an Offeror shall be accompanied by a completed Living Wage Affidavit of Agreement. See Attachment 13 for a copy of the Living Wage Affidavit of Agreement.

### **1.13 CHANGE ORDERS**

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

### **1.14 TRAVEL REIMBURSEMENT**

Expenses for travel performed in completing tasks for this TORFP shall be reimbursed in accordance with the CATS+ Master Contract.

### **1.15 ACRONYMS**

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

ASP.NET	Web Application Framework
ASP	Active Server Pages
BPO	Blanket Purchase Order
CATS+	Consulting and Technical Services+
CMS	Content Management System
COMAR	Code of Maryland Regulations
CR	Change Request
CSS	Cascading Style Sheet
DoIT	Department of Information Technology
ESRI	Environmental Systems Research Institute
HP	Hewlett Packard
HTML	HyperText Markup Language
MBE	Minority Business Enterprise
MDE	Maryland Department of the Environment
MS	Microsoft
.NET	Microsoft Software Framework
NTP	Notice To Proceed
OIMT	Office of Information Management & Technology
OLRR	Online Lead Rental Registry
OOTB	Out of the Box
PDF	Portable Document Format
PMBOK	Project Management Body of Knowledge
PMI	Project Management Institute

RSS	Really Simple Syndication
SAN	Storage Area Network
SDLC	Systems Development Life Cycle
SLA	Service Level Agreement
SQL	Structured Query Language
TO	Task Order
TORFP	Task Order Request for Proposals
WBS	Work Breakdown Structure
WRP	Web Revamp Project
WSIPS	Water Supply Information and Permitting System
WSP	Water Supply Program
XML	Extensible Markup Language

## **SECTION 2 - SCOPE OF WORK**

### **2.1 PURPOSE**

This CATS+ TORFP has been issued to acquire TO Contractor maintenance and support services for the MDE's Web Applications, Non-Web Applications, SharePoint 2007 for Internet Content Management System (CMS) and web environment. These systems are located at the MDE Headquarters at 1800 Washington Blvd., Baltimore, Maryland 21230.

The TO Contractor shall provide the necessary labor to perform the following discrete major tasks within the scope of this TORFP to ensure that the following goals and objectives are met:

- 2.1.1 Provide maintenance and support services for MDE's web applications and non-web applications.
- 2.1.2 Provide project administration and software support for the production, staging, and development/test environments for MDE's SharePoint 2007 for Internet CMS. Activities include system administration to address incidents, change requests, upgrades, and Work Order projects.
- 2.1.3 Support additional Work Orders for projects on a Time and Materials basis that may include web application development, SharePoint maintenance, upgrades, technology refresh, and modifications. The scope of Work Order projects will be related to the MDE website found at [www.mde.state.md.us](http://www.mde.state.md.us), which is contained within MDE's web systems architecture and/or requested through a Work Order approval process.
- 2.1.4 Establish configuration change control processes and SLAs with MDE.
- 2.1.5 Provide end-of-contract transition services to the State.

### **2.2 REQUESTING AGENCY BACKGROUND**

In 2009, MDE initiated the Web Revamp Project (WRP) to replace the legacy website CMS with Microsoft Office SharePoint 2007 for Internet. The WRP was a phased project with Phase 1 of the project focused on the migration of the legacy website to a new SharePoint 2007 platform, cleanse and migrate the content and web applications, develop a web governance policy to manage content, and build a framework on which to support Phase 2 functionality. Phase 2 of the project implemented an Online Lead Rental Registration (OLRR) Application with fee payment. The OLRR Application enabled MDE customers to submit online through the Internet a new lead rental property registration or a renewal of an existing lead rental property and make payment for those properties. To support the fee payment functionality, MDE implemented a payment collection gateway (PCG) through Bank of America (BoA), which is the Maryland State Government's bank. The PCG implementation is called V-Relay. This payment gateway enabled MDE to accept credit/debit and Automated Clearing House (ACH) fee payments through the Internet. In doing so, this laid the basic technology foundation to conduct online payment services. MDE anticipates the reuse of this eCommerce architecture for future online payment services.

MDE is currently engaged in a project called the Water Supply Information and Permitting System (WSIPS). The purpose of this project is to develop a new online system for the Water Supply Program (WSP) that will facilitate and expedite several business processes that include the submission of water appropriation permit applications, analysis and approval of the permit applications, and subsequent monitoring of permitted compliance with MDE specified conditions associated with the permits. The system will also enable authorized users to check the status of permit applications and issued permits at any time and includes the capability for CATS+ TORFP U00B4400007

authorized users to produce both pre-defined and user-defined reports. Although no fees are currently being charged for issuing water supply permits, the WSP does want to have the ability to charge a fee in the future. MDE implemented eCommerce technology to enable online payment of permit fees via the Internet and as part of the OLRR project noted above as Phase 2 of the WRP. The technology for this application is a .NET user interface with a SQL Server 2008 backend database. This application will include integration with Environmental Systems Research Institute (ESRI) GIS technologies to include ArcGIS version 9.3.1 or 10.1. MDE is planning to upgrade to SharePoint 2010 in the next few years to stay current with this technology. The WSIPS project is currently scheduled to be completed in November 2013. **At that time, this application will become part of the inventory of systems applications that will be maintained and supported under this TORFP.**

### **2.3 ROLES AND RESPONSIBILITIES**

**2.3.1 TO Procurement Officer** - The TO Procurement Officer has the primary responsibility to manage the TORFP process, resolve TO Agreement scope issues, and to authorize any changes to the TO Agreement.

**2.3.2 TO Manager** - The TO Manager has the primary responsibility to manage the work performed under the TO Agreement; manage administration functions, to include the issue of written directions; ensure compliance with the terms and conditions of the CATS+ Master Contract; and, in conjunction with the selected Master Contractor, achieve on budget/on time/on target (e.g., within scope) completion of the Scope of Work.

**2.3.3 TO Contract Manager** - The TO Contractor shall have a single point of contact to act as the TO Contract Manager whose responsibilities include, but are not limited to the following: 1) liaise between the TO Contractor and the State; 2) oversee daily operations and maintenance; 3) receive Work Orders and NTPs from the State; 4) authorize to commit additional work of TO Contractor's staff; 5) receive evaluation forms; and 6) address any necessary remediation plans.

**2.3.4 TO Contractor Personnel** - The TO Contractor shall have personnel to support the managed services components of the Contract to include, but not be limited to, development, maintenance, and support for existing or new web and systems applications (see Attachment 14 – MDE Web and System Applications), SharePoint/.NET Development, SharePoint Administration, and MS SQL Server Administration .

### **2.4 CURRENT ENVIRONMENT**

**2.4.1** The current environment includes the following hardware and software components to provide a highly secure, available, reliable and scalable infrastructure to support the 24x7x365 operations of the MDE Website and Web/Systems Applications.

- Microsoft Windows Server Enterprise 2008
- Microsoft SQL Server Standard Edition 2008
- Microsoft Active Directory Enterprise 2003
- Microsoft Office SharePoint Server 2007
- Microsoft Windows SharePoint Services Version 3
- ASP.NET Version 4
- Microsoft Visual Studio 2010
- Sophos Anti Virus Version 9.5
- Syncsort Backup Express Version 3.2
- Dell/EMC SAN

- HP Web Servers
- Google Search Appliances managed by DoIT

- 2.4.2** The production environment of the [www.mde.state.md.us](http://www.mde.state.md.us) website is hosted at the MDE Headquarters Data Center. Redundant connectivity to the Internet is provided at a constant 100Mbps through networkMaryland, which is the State of Maryland's high-speed network for public sector use.
- 2.4.3** Application troubleshooting, maintenance, content management, development, and network administration shall be performed on-site unless otherwise determined by MDE.
- 2.4.4** The Microsoft Office SharePoint for Internet 2007 software implementation is based on Microsoft's three (3) stage topology, with development/testing, staging, and production environments.
- 2.4.5** DoIT provides search functionality services via Google Search Appliances.
- 2.4.6** A schema and inventory of all hardware and network equipment is available in a reading room at MDE Headquarters, 1800 Washington Blvd., Baltimore, Maryland 21230.

## **2.5 TECHNICAL AND FUNCTIONAL REQUIREMENTS**

At a minimum, the work to be accomplished by the TO Contractor personnel under this TORFP shall consist of the following:

### **2.5.1 Transition Period (Fixed Price Delivery)**

- 2.5.1.1** The transition period shall begin immediately following Contract award on the date the TORFP NTP is issued. TO Contractor personnel that are identified as staff are expected to be on-call according to the SLA as outlined in Section 2.6 to perform ongoing troubleshooting, maintenance, and support.
- 2.5.1.2** The operations and maintenance support shall begin with the transition period and continue through the term of the Contract. Assigned staff will work closely with both State employees and TO Contractor staff during the transition period.
- 2.5.1.3** The State has planned for a thirty (30) business day transition period to complete verification and performance testing to establish a baseline for services to be provided by the TO Contractor. The TO Contractor shall have a Final Transition Plan for preparation and readiness to provide maintenance and support services.
- 2.5.1.4** The Transition Plan shall include receipt of MDE OLRR system documentation, other MDE web or system applications to be supported under this Contract (see Attachment 14 - MDE Web and Systems Applications), and MDE SharePoint website documentation from the incumbent to the new TO Contractor.
- 2.5.1.5** The TO Contractor shall use the incumbent's Transition Plan as the basis for the subsequent implementation of its Transition Plan and as part of the transition performance period.
- 2.5.1.6** The TO Contractor shall submit the Final Transition Plan within ten (10) business days following the issuance of the NTP. Upon acceptance of the plan, the plan shall be implemented in accordance with the timeframe specified in the TO Contractor's Final Transition Plan.

The Transition Plan shall include the following:

- a. Staffing for the support of OLRR, WSIPS and other MDE web or systems applications as listed in Attachment 14 – MDE Web and Systems Applications, SharePoint 2007, SQL Server, and .NET software expertise.
- b. Communication between the TO Contractor, MDE, the Incumbent Contractor and other State Contractors.
- c. Security access and system connectivity.
- d. Hardware, software, and office administrative needs.
- e. Training and orientation of the TO Contractor’s staff on State applications.
- f. Attaining working knowledge of standard operating procedures (SOPs) as provided in MDE’s [www.mde.state.md.us](http://www.mde.state.md.us) Web Governance Plan, SOPs and the State’s general business practices.
- g. Attaining working knowledge of all technical and functional matters associated with the network and security architecture and system applications.
- h. Attaining working knowledge of various utilities and software products used to support MDE’s website and systems applications.
- i. Timing of transition; status reporting and meetings between MDE and various parties.
- j. Demonstrating the team’s operational readiness to provide maintenance and support.

## **2.5.2 Baseline Operations and Maintenance Requirements (Time and Materials)**

- 2.5.2.1 The TO Contractor shall provide key personnel for software support and system administration whom shall be located at MDE’s Headquarters at 1800 Washington Blvd, Baltimore, Maryland 21230 unless otherwise agreed to by the TO Manager and the TO Contractor.
- 2.5.2.2 The TO Contractor personnel shall provide services that may involve some evening and/or weekend hours to perform planned system upgrades in addition to core business day hours. System upgrade hours shall be billed on actual time worked at the rates proposed. Core work hours are Monday through Friday from 9:00 AM to 5:00 PM excluding State holidays and State service reduction days.
- 2.5.2.3 The TO Contractor shall provide technical staff with qualified software experience, web and systems applications programming, and technical skills to support the operations, maintenance and development of MDE’s SharePoint for Internet 2007 software, Google Search Appliances and associated modules to manage standard and custom web parts as well as third-party solutions to manage and publish content. Support shall include websites and applications that reside on the Production, Staging and Development/Testing environments.
- 2.5.2.4 The TO Contractor shall support daily tasks to include:
  - a. Software maintenance activities,
  - b. Graphics support for montage areas of the [www.mde.state.md.us](http://www.mde.state.md.us), and
  - c. Website and use of out-of-the-box functions of SharePoint to streamline coordination of content for MDE.
- 2.5.2.5 The TO Contractor shall manage and support the information architecture and solution architecture in the MDE SharePoint Production, Staging and Development/Testing environments; maintain disaster recovery, back-up and restore procedures; manage, monitor, and troubleshoot MDE SharePoint technology deployments; monitor capacity and right-size the SharePoint environments; customize and extend the MDE SharePoint environment to meet MDE business goals; and configure forms and Excel Services, that can connect from SharePoint, as required to support MDE’s website.

- 2.5.2.6 The TO Contractor shall maintain a system to record and monitor all system incident requests (SIRs) and change requests (CRs) made to MDE's web system.
- 2.5.2.7 The TO Contractor shall provide a single point of contact for administration of the project and configuration control of the systems. This person shall produce weekly and monthly project status reports that track SIRs and CRs in accordance with pre-defined service levels and show solutions and projected resolution dates.
- 2.5.2.8 The TO Contractor shall provide updates for maintenance and support documentation for all functional and technical features of MDE's SharePoint enterprise web systems including the following:
- Technical Support Agreement
  - Website Navigation
  - Website Information Architecture
  - Website Page Design Templates
  - Web Application Development and Maintenance
  - CMS Hardware & Software Systems Installation and Configuration
  - Roles and Responsibilities Matrix
  - Other Documentation as Requested
- 2.5.2.9 The TO Contractor shall replace, upgrade, patch, or apply hot fixes during the MDE designated maintenance window as directed by MDE through the change control process to ensure that the SharePoint software and supporting hardware/software environment is up-to-date.
- 2.5.2.10 The TO Contractor shall provide monthly statistics using MDE-provided reporting tools. The statistics shall include traffic levels (usage) for the MDE SharePoint Web Environment to include, but not limited to web server and SharePoint website usage, number of trouble tickets, outages, duration of each outage, and outage resolution.
- 2.5.2.11 The TO Contractor shall have the ability to translate application requirements into web pages to serve either as stand-alone site elements or as the front-end to web-based applications.
- 2.5.2.12 The TO Contractor shall maintain and keep all documentation up-to-date.
- 2.5.2.13 The TO Contractor shall recommend and, with MDE approval, apply new and emerging technologies to the website and web page development process.

### **2.5.3 SharePoint Website and Systems Applications Maintenance and Support (Time and Materials)**

The work that the TO Contractor personnel shall accomplish under this section of the TORFP shall include, but is not limited to, the following support call services:

- 2.5.3.1 Web Systems and Systems Applications
- The TO Contractor personnel shall:
- a. Enhance, maintain, and support MDE's OLRR systems application.
  - b. Enhance, maintain, and support MDE's WSIPS after implementation in November 2013.
  - c. Enhance, maintain, and support MDE web and systems applications listed in Attachment 14 – MDE Web and Systems Applications.

### 2.5.3.2 SharePoint 2007/2010 for Internet Development

The TO Contractor personnel shall:

- a. Develop custom web parts to include any supporting application development using MS Visual Studio.Net 2005/2008.
- b. Create Windows SharePoint Microsoft Office SharePoint Server (MOSS) 2007 sites and sub-sites on MDE's SharePoint Server Farm.
- c. Customize Internet portal master pages per DoIT's branding requirements.
- d. Provide development, support and maintenance for existing or new .NET applications.
- e. Provide support for implementation of web content migration scripts to load missing or deleted content.
- f. Provide site navigation and website architecture support to improve site usability.
- g. Provide web application development support.
- h. Provide master pages, page layouts, and SharePoint template library maintenance.
- i. Provide detailed documentation of changes.
- j. Provide SharePoint knowledge transfer to OIMT technical support personnel.

### 2.5.3.3 SharePoint 2007/2010 Administration

The TO Contractor personnel shall:

- a. Provide web application support that includes the installation of new SharePoint releases.
- b. Provide web application bug fixes reported via service request.
- c. Provide MDE Internet ASP.NET and ASP Web Applications Support.
- d. Provide MDE Intranet .NET Web Application Support.
- e. Provide Web ASP.NET and ASP page changes and bug fixing.
- f. Respond to MDE Internet Service Requests.
- g. Provide SharePoint security auditing.
- h. Provide troubleshooting for SharePoint installation, configuration setup, security, search and indexing, and other site administration-related issues.
- i. Manage content databases and web application data through SharePoint 2007 for Internet central administration.
- j. Provide planning and site readiness for upgrade to SharePoint 2010.
- k. Provide installation and configuration for the SharePoint 2010 upgrade.
- l. Provide management of users and roles — add/delete users to the system, assign permissions, roles, manage access privileges.
- m. Manage automated content management workflow approval processes.
- n. Manage SharePoint alerts for e-mail notifications when website content changes for documents, list items, document libraries, lists, surveys, search results and other items as needed.
- o. Configure and manage SharePoint site collection quotas and locks.
- p. Provide technical support to MDE Web Masters as needed.
- q. Provide SharePoint administration knowledge transfer to OIMT technical support personnel.
- r. Provide detailed documentation of changes.

### 2.5.3.4 MS SQL Server 2008 Administration

The TO Contractor personnel shall:

- a. Install, configure, and upgrade SQL Server 2008.
- b. Install SQL Server 2008 Service Packs (eg. SP2 and SP3).
- c. Conduct general configuration activities to the SharePoint Web Environment to include the SharePoint 2007 for Internet portal, website collection, and server farm as required.
- d. Provide resolutions to support the SharePoint Web Environment for configurations, settings, and customizations that impact availability, performance, and manageability.

- e. Backup user databases.
- f. Restore user databases from backups.
- g. Configure memory settings.
- h. Configure database mail in SQL Server 2008.
- i. Provide user data and log file management.
- j. Maintain database configuration settings - The following settings are set for overall best performance: Auto Create Statistics; On Auto Update Statistics: On Auto Shrink; Off Page Verify; Checksum.
- k. Configure database jobs.
- l. Set up alerts for backups.
- m. Develop scripts to check/test backup jobs to ensure that backups successfully occur and establish automatic notification of success or failure.
- n. Fix unexpected errors in SQL Server 2008 (e.g., The Execute method of job definition Microsoft.SharePoint.Search.Administration.SPSearchJobDefinition (ID 8717bf02-9689-49f3-af3d-2ce7d4132990) threw an exception).
- o. Analyze SQL Server indexes for performance tuning.
- p. Monitor database space utilization.
- q. Provide and maintain documentation of changes.
- r. Provide SQL Server 2008 knowledge transfer to OIMT technical support personnel.

#### **2.5.4 End-of-Contract Transition (Fixed Price Delivery)**

- 2.5.4.1 The TO Contractor shall support requested activities for technical, business, and administrative support to ensure effective and efficient end-of-contract transition to the State or another State Contractors. Examples of these activities include a final project debrief meeting, organization and hand-off of project materials, documentation, electronic media, any final reports, updated work plans, and final invoices.
- 2.5.4.2 The TO Contractor shall ensure that all necessary knowledge and materials for the tasks completed is transferred to the custody of State personnel.

The TO Contractor shall also:

- 2.5.4.3 Complete tasks and any unfinished work plan items.
- 2.5.4.4 Document any risk factors and suggested solutions.
- 2.5.4.5 Ensure that all documentation and data is current and complete with a hard and soft copy in a format prescribed by the TO Manager.
- 2.5.4.6 Provide copies of any current daily and weekly backups as of the final date of the Contract.

#### **2.5.5 Optional Tasks/Assignments – Time & Material / Work Order Based (Time and Materials)**

(Limited to a maximum of 350 hours over the life of the Task Order.)

As required by MDE, the TO Contractor may be tasked additional assignments beyond the confines of normal system operations, maintenance, or support that may require additional resources. This could include, but is not limited to, additions or enhancements to the MDE Internet SharePoint environment and configurations and support for implementation of legislative or department mandates. When this need occurs, MDE will issue a Work Order for the individual project assignment that outlines the details of the assignment as known at that time.

The TO Contractor shall review and estimate labor categories, costs, and estimated time to complete the assignment. When the initial TO Contractor estimates are approved by the TO Manager, the TO Contractor

shall attend a minimum of one (1) review session to clarify and refine the pertinent requirements associated with the assignment and provide an updated work order estimate if required. The TO Contractor shall be responsible for documenting the detailed requirements, system documentation, test results, and storing updated system code and other artifacts as part of the work order activities, whether or not they are explicitly mentioned in the work order. The requirements of a Work Order (WO) are complete when approved in writing by the TO Manager.

As deliverables for these optional assignments, the TO Contractor, at a minimum, shall be responsible for the following:

The TO Contractor shall develop an implementation plan according to the MDE approved direction that result from these review sessions, and complete the assignment and review and test the completed assignment with the customer prior to promotion to the production environment. Once the assignment is finished, the TO Contractor shall finalize any code documentation and submit to the MDE TO Manager.

- a. Requirements Definition Document
- b. Implementation Plan
- c. Milestone Schedule
- d. Testing Procedures
- e. Documented Code

### **Task Examples**

- **Example Task 1:** The TO Contractor shall research and develop a plan for a redundant architecture to ensure sustainability of mission critical portions of the MDE Internet website to address continuation of operations shall an event occur that limits access to the primary servers.
- **Example Task 2:** The TO Contractor shall research, recommend, and assist in the development of policies and procedures and configuration for handling two-way collaboration via a MOSS Internet configuration.
- **Example Task 3:** The TO Contractor shall research, recommend, and assist with the planning, configuration, and feasibility of social media integration with the MDE Internet Website.
- **Example Task 4:** The TO Contractor shall research, recommend, and assist with the planning, configuration and feasibility to reduce MDE's Internet infrastructure's power consumption while performance is maintained.

### **2.5.5.1 WORK ORDER PROCESS**

The TO Manager will determine on an as needed basis which TO Contractor assignments will require an approved WO (Attachment 15). The WO process is only applicable on tasks as designated by the TO Manager. The process for a WO request is as follows:

- 1) The TO Manager shall e-mail a WO request to the TO Contract Manager, to provide services.  
The request may include:
  - a. technical requirements and description of the services needed;
  - b. performance objectives and/or deliverables, as may be applicable;
  - c. due date and time for submitting a response to the request;
  - d. performance testing period; and
  - e. other specific information as requested from the TO Contractor.
- 2) The TO Contract Manager shall review and estimate labor categories, costs, and estimated time to complete the assignment. The TO Contract Manager shall e-mail a response to the TO Manager within the specified time and include at a minimum:
  - a. a response that details the TO Contractor's understanding of the requirement/work;

- b. 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 and related tasks, including an explanation of how tasks will be completed.
  - c. 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.
  - d. The personnel resources, including those of MDE and Subcontractors, and estimated hours to complete the task.
- 3) The TO Manager will review the response and will either approve the work or contact the TO Contract Manager to obtain additional information, clarification or revision to the work. If satisfied, the TO Manager will then email the TO Contract Manager with approval to proceed.
  - 4) When the initial TO Contractor estimates are approved by the TO Manager, the TO Contract Manager and TO Contractor staff shall attend a minimum of one (1) or more review session(s) to collect the pertinent requirements associated with the assignment and provide an updated Work Order estimate if required. The TO Contractor shall be responsible for the update of the requirements that result from the review session(s) as a vehicle to verify, document, provide feedback, and clarify the requirements as a result of each session before beginning work.
  - 5) Once work begins, the TO Contractor shall develop an implementation plan according to the MDE approved direction that result from these review session(s), and complete the assignment and review and test the completed assignment with the MDE prior to promotion to the Production environment. Once the assignment is finished, the TO Contractor shall finalize any code documentation and submit to the MDE TO Manager.

## **2.6 SERVICE LEVEL AGREEMENT**

The TO Contractor shall address system issues that relate to SharePoint, web systems, and systems applications services according to the following predefined service levels. The State has the authority to establish and modify the priorities.

Level	Category	Description	Response Time	Resolution Time
Priority 1	Severe Problem	A service, access, and/or functionality is unavailable and no readily available alternative solution or workaround exists for established service levels.	Notification to the TO Manager within one (1) hour.	Resolution within four (4) hours during normal business hours (Monday through Friday from 8:00 am to 5:00pm, excluding State of Maryland holidays and Service Reduction Days).
Priority 2	Critical Problem	A service, access, and/or functionality is unavailable but a readily available alternative solution or workaround does exist.	Notification to the TO Manager within one (1) hour.	Resolution within one (1) business day (Monday through Friday from 8:00 am to 5:00pm, excluding State of Maryland holidays and Service Reduction Days).
Priority 3 and 4	Isolated Problem Degraded Performance	Limited to a few users; degraded application	Notification to the TO Manager within one (1) business day.	Resolution within five (5) business days. (Monday through

Level	Category	Description	Response Time	Resolution Time
	Change Management Configuration Control.	functionality, change management, configuration control.		Friday from 8:00 am to 5:00pm, excluding State of Maryland holidays and Service Reduction Days).

## **2.7 DELIVERABLES / ACCEPTANCE CRITERIA**

### **2.7.1 Deliverables**

For each written deliverable, draft, and final, the TO Contractor shall submit to the TO Manager one (1) hard copy and one (1) electronic copy compatible with Microsoft Office 2007, Microsoft Project, and/or Visio.

Drafts of all final deliverables are required no later than two (2) weeks in advance of when all final deliverables are due. Written deliverables defined as draft documents shall demonstrate due diligence to meet 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 shall:

- 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.

### **2.7.2 Deliverable Acceptance Criteria**

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 Attachment 8 – Agency Receipt of Deliverable Form unless otherwise specified in this TORFP. The TO Manager shall countersign the Agency Receipt of Deliverable Form to indicate 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 of requirements met. Upon completion of validation, the TO Manager shall issue to the TO Contractor notice of acceptance or rejection of the deliverables in Attachment 9 – Deliverable Product Acceptance Form unless otherwise specified in this TORFP. In the event of rejection, the TO Contractor shall correct the identified 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. 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 shall 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 2.12 Invoicing).

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

Milestone	Deliverable for Milestone	Acceptance Criteria	Due Date / Frequency
<b>2.7.2.1 – Milestone 1 Transition Period</b>	<ol style="list-style-type: none"> <li>1. Transition Plan.</li> <li>2. SharePoint CMS walk-thru with MDE.</li> <li>3. Hardware, Software setup and review.</li> <li>4. Update system administration accounts.</li> <li>5. Backup solution review.</li> <li>6. Standard operating procedures review.</li> </ol>	<p>Refer to Section 2.7.1 Deliverables for quality of deliverables. Each deliverable shall be accepted once requirements are met in Section 2.5.1.</p> <ol style="list-style-type: none"> <li>1. Activities defined in Section 2.5.1 are completed.</li> <li>2. The TO Contract Manager has scheduled and completed a walk-thru of MDE’s Sharepoint CMS with the TO Manager and appropriate contractor and MDE personnel.</li> <li>3. The TO Contract Manager has scheduled and completed a setup and review of MDE’s hardware and software with the TO Manager and appropriate contractor and MDE personnel.</li> <li>4. All system administration accounts have been updated, documented and demonstrated by TO Contractor Personnel to the TO Manager.</li> <li>5. The TO Contractor Manager has</li> </ol>	<ol style="list-style-type: none"> <li>1. NTP + 10 business days</li> <li>2. NTP + 30 business days</li> <li>3. NTP + 30 business days</li> <li>4. NTP + 30 business days</li> <li>5. NTP + 30 business days</li> <li>6. NTP + 30 business days</li> </ol>

Milestone	Deliverable for Milestone	Acceptance Criteria	Due Date / Frequency
		<p>scheduled and completed a review of MDE’s backup solution with the TO Manager and appropriate contractor and MDE personnel.</p> <p>6. The TO Contractor Manager has scheduled and completed a review of MDE’s Standard Operating Procedures (SOP) with the TO Manager and appropriate contractor and MDE personnel.</p>	
<p><b>2.7.2.2 – Milestone 2</b> <b>Baseline Operations and Maintenance Requirements</b></p>	<ol style="list-style-type: none"> <li>1. Perform activities as described in Section 2.5.2 of this TORFP.</li> <li>2. Deliver weekly/monthly status reports, usage, availability and security statistics.</li> <li>3. Provide Utilization Reporting and Analysis using SharePoint tools (as requested)</li> <li>4. Weekly Timesheets.</li> <li>5. Monthly Invoices/ Deliverable Product Acceptance Forms (DPAF).</li> <li>6. Monthly MBE Reports.</li> </ol>	<p>Refer to Section 2.7.1 Deliverables for quality of deliverables information. Each deliverable shall be accepted once requirements and acceptance criteria are met in Section 2.5.2.</p> <ol style="list-style-type: none"> <li>1. Activities defined in Section 2.5.2 are completed.</li> <li>2. The content for the Weekly / Monthly Reports will be mutually agreed upon by the TO Contract Manager and the TO Manager after contract award.</li> <li>3. The content for the Utilization Report will be mutually agreed upon by the TO Contract Manager and the TO Manager</li> </ol>	<p>Monthly maintenance and support to begin upon TO Contractor receipt of NTP. Refer to Section 2.12 for monthly invoicing procedures.</p> <ol style="list-style-type: none"> <li>1. NTP + 10 business days</li> <li>2. Weekly on Friday by Close of Business , Monthly reports are due the first Friday of every month by Close of Business.</li> <li>3. As Requested</li> <li>4. Weekly status reports and timesheets are due each Friday by Close of Business.</li> <li>5. DPAF are due the first Friday of every month by Close of Business.</li> <li>6. MBE reports are due the first Friday of every month by Close of</li> </ol>

Milestone	Deliverable for Milestone	Acceptance Criteria	Due Date / Frequency
		<p>after contract award.</p> <ol style="list-style-type: none"> <li>4. The content for timesheets will be mutually agreed upon by the TO Contract Manager and TO Manager after contract award.</li> <li>5. The content and format of the DPAF is found in Attachment 9.</li> <li>6. The content and format for MBE reporting is found in Attachment 2.</li> </ol>	<p>Business.</p>
<p><b>2.7.2.3 – Milestone 3 SharePoint Website and System Applications Maintenance and Support</b></p>	<ol style="list-style-type: none"> <li>1. Perform activities as described Section 2.5.3 of this TORFP.</li> <li>2. Weekly/Monthly Status Reports.</li> <li>3. Weekly Timesheets.</li> <li>4. Monthly Invoices/ Deliverable Product Acceptance Forms (DPAF).</li> <li>5. Monthly MBE Reports.</li> </ol>	<p>Refer to Section 2.7.1 Deliverables for quality of deliverables information. Each deliverable shall be accepted once requirements and acceptance criteria are met in Section 2.5.3.</p> <ol style="list-style-type: none"> <li>1. Activities defined in Section 2.5.3 are completed.</li> <li>2. The content for the Weekly / Monthly Reports will be mutually agreed upon by the TO Contract Manager and the TO Manager after contract award.</li> <li>3. The content for timesheets will be mutually agreed upon by the TO Contract Manager and TO Manager after contract award.</li> <li>4. The content and format of the DPAF</li> </ol>	<p>Monthly maintenance and support to begin upon TO Contractor receipt of NTP. Refer to Section 2.12 for monthly invoicing procedures.</p> <ol style="list-style-type: none"> <li>1. NTP + 10 business days</li> <li>2. Weekly on Friday by Close of Business, Monthly reports are due the first Friday of every month by Close of Business.</li> <li>3. Weekly status reports and timesheets are due each Friday by Close of Business.</li> <li>4. DPAF are due the first Friday of every month by Close of Business.</li> <li>5. MBE reports are due the first Friday of every month by Close of Business.</li> </ol>

Milestone	Deliverable for Milestone	Acceptance Criteria	Due Date / Frequency
		<p>is found in Attachment 9.</p> <p>5. The content and format for MBE reporting is found in Attachment 2.</p>	
<p><b>2.7.2.4 – Milestone 4</b> <b>End-of-Contract Transition</b></p>	<p>1. Perform end-of-contract activities as described in Section 2.5.4.</p>	<p>Refer to Section 2.7.1 Deliverables for quality of deliverables information. Each deliverable shall be accepted once requirements and acceptance criteria are met in Section 2.5.4.</p> <p>1. Activities defined in Section 2.5.4 are completed.</p>	<p>1. 30 days prior to end of contract.</p>
<p><b>2.7.2.5 – Milestone 5</b> <b>Optional Services</b></p>	<p>1. Perform activities as described Section 2.5.5 of this TORFP.</p> <p>2. Weekly/Monthly Status Reports.</p> <p>3. Weekly Timesheets.</p> <p>4. Monthly Invoices/ Deliverable Product Acceptance Forms (DPAF).</p> <p>5. Monthly MBE Reports.</p>	<p>Refer to Section 2.7.1 Deliverables for quality of deliverables information. Each deliverable shall be accepted once requirements and acceptance criteria are met in Section 2.5.5; and requirements and acceptance criteria found in each Work Order.</p> <p>1. Activities defined in Section 2.5.5 are completed.</p> <p>2. The content for the Weekly / Monthly Reports will be mutually agreed upon by the TO Contract Manager and the TO Manager after contract award.</p>	<p>Optional Services performed as requested by MDE upon TO Contractor receipt of NTP.</p> <p>1. As defined in Work Order.</p> <p>2. Weekly on Friday by Close of Business, Monthly reports are due the first Friday of every month by Close of Business.</p> <p>3. Weekly status reports and timesheets are due each Friday by Close of Business.</p> <p>4. DPAF are due the first Friday of every month by Close of Business.</p> <p>5. MBE reports are due the first Friday of every month by Close of</p>

Milestone	Deliverable for Milestone	Acceptance Criteria	Due Date / Frequency
		3. The content for timesheets will be mutually agreed upon by the TO Contract Manager and TO Manager after contract award.  4. The content and format of the DPAF is found in Attachment 9.  5. The content and format for MBE reporting is found in Attachment 2	Business.

**2.8 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES**

The TO Contractor shall be required to comply with all applicable laws, regulations, policies, standards, and guidelines that affect 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 of Maryland System Development Life Cycle (SDLC) Methodology
- The State of Maryland Non-Visual Access Standards
- The State of Maryland Information Technology Security Policy and Standards
- The State of Maryland Information Technology Project Oversight Policies
- The State of Maryland Enterprise Architecture

The TO Contractor shall follow the project management methodologies that are consistent with the Project Management Institute’s (PMI) Project Management Body of Knowledge Guide (PMBOK). The TO Contractor’s staff and subcontractors shall follow a consistent methodology for all TO activities.

**2.9 PERFORMANCE AND PERSONNEL**

**2.9.1 PERFORMANCE EVALUATION**

The TO Manager shall routinely evaluate TO Contractor personnel for assignments performed. If the TO Manager has determined there are issues with the performance of the TO Contractor personnel, the TO Manager will notify both the TO Contractor and the TO Contractor personnel by email, identify the issues, and the expected action(s) to correct the issue. The established performance evaluation is included as Attachment 17.

## **2.9.2 NON PERFORMANCE OF PERSONNEL**

In the event that MDE is dissatisfied with TO Contractor personnel that do not complete their job duties in a satisfactory manner, s, the TO Contractor personnel may be removed at the TO Manager's discretion. Replacement personnel shall have qualifications equal to or greater than the person initially proposed, evaluated, and accepted in the TO Agreement

### **2.9.2.1 Mitigation Procedures for Poor or Non-Performance**

At any time during the TO period of performance, should the quality of deliverables detailed in Section 2.7 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 3 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.
- The TO Contractor shall have five (5) business days to provide suitable replacement personnel by submitting to the TO Manager the resume of the suggested replacement personnel.
- The TO Manager shall have five (5) business days to approve or disapprove the suggested replacement personnel.

## **2.9.3 SUBSTITUTION OF PERSONNEL**

The TO Contractor may not substitute personnel, including MBE personnel, without the prior approval of MDE. To replace any personnel, the TO Contractor shall submit resumes of the proposed personnel and specify their intended approved labor category. All proposed substitute personnel shall have qualifications equal to or better than those of the replaced personnel and must be approved by the TO Manager. The TO Manager shall have the option to interview the proposed substitute personnel. After the interview, the TO Manager shall notify the TO Contractor of acceptance or denial of the requested substitution. The TO Contractor shall ensure that all MBE commitments remain in effect with any substitution of personnel.

## **2.10 MINIMUM QUALIFICATIONS**

### **2.10.1 TO Contractor Personnel Minimum Qualifications**

TO Contractor personnel shall meet the minimum requirements for experience and proficiency to be eligible for the labor categories proposed by the Master Contractor as outlined in Section 2.10 of the CATS+ Master Contract.

TO Contractor personnel shall possess at least five (5) years of development experience with:

- Microsoft .NET Web Application Development
- eCommerce Development and Application Integration
- SharePoint 2007/2010 for Internet Software

TO Contractor personnel shall possess at least three (3) years of development experience with:

- HTML, CSS, XML, JavaScript, C#, C++, ASP.NET
- Sharepoint Designer
- Photoshop
- MS Visual Studio
- SQL Server 2008 Administration
- SQL Server 2008 Programming
- Windows Server 2008 Administration,

### **2.10.2 TO Contractor Minimum Qualifications**

The TO Contractor shall be able to furnish all services required to successfully complete all tasks and work requirements; and be able to produce high-quality deliverables described herein, to the satisfaction of the TO Manager. The TO Contractor shall demonstrate, in its proposal, that it possesses such expertise in-house or has fostered strategic alliances with other firms to provide such services.

The Master Contractor shall demonstrate proven expertise, with a minimum of five (5) years of experience in each of the following by providing specific examples in its Past Performance in:

- Microsoft Windows Server Enterprise 2008
- Microsoft SQL Server Standard Edition 2008
- Microsoft Active Directory
- Microsoft Office SharePoint Server 2007/2010
- Microsoft Windows SharePoint Services
- ASP.NET
- HP Web Servers
- Google Search Appliances

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

The following qualifications are expected and will be evaluated as part of the technical proposal.

The Master Contractor shall demonstrate proven expertise, with a minimum of three (3) years of experience in each of the following by providing specific examples in its Past Performance in:

- Microsoft Visual Studio 2010
- HP Web Servers
- Google Search Appliances
- Sophos Anti Virus
- Syncsort Backup Express

## **2.12 INVOICING**

Payment will only be made upon completion and acceptance of the deliverables/milestones as defined in Section 2.7.2 or subsequent Work Order. Baseline operations and maintenance, and SharePoint Website Maintenance and Support will be billed on a monthly basis.

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS+ Master Contract. Invoices for payment shall contain the TO Contractor's Federal Tax Identification Number, as well as the information described below, and shall be submitted to the TO Manager for payment approval. Payment of invoices will be withheld if a signed Attachment 9–Deliverable Product Acceptance Form 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.

### **2.12.1 INVOICE SUBMISSION PROCEDURE**

The invoice submission procedure consists of the following requirements and steps. The invoice shall identify MDE, include a 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.

- a) The TO Contractor shall send the original of each invoice and supporting documentation (itemized billing reference for employees and any subcontractor and signed Attachment 9 – Deliverable Product Acceptance Form, for each deliverable being invoiced) submitted for payment to DoIT at the following address:

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

- b) 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.

## **2.13 MBE PARTICIPATION REPORTS**

Monthly reporting of MBE participation is required in accordance with the terms and conditions of the CATS+ Master Contract by the 15<sup>th</sup> day of each month. The TO Contractor shall provide a completed Attachment 2 – MBE Participation Form (Form D-5) to DoIT at the same time the invoice copy is sent. The TO Contractor shall ensure that each MBE Subcontractor provides a completed Attachment 2– MBE Participation Form (Form D-6). Subcontractor reporting shall be sent directly from the subcontractor to DoIT. DoIT 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.

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

### **3.1 REQUIRED RESPONSE**

Each Master Contractor receiving this CATS+ TORFP shall 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; or 2) a completed Master Contractor Feedback Form. The feedback form helps the State understand for future contract development why Master Contractors did not submit proposals. The form is accessible via the CATS+ Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu.

The Master Contractor shall provide the resumes of all project participants being proposed to staff the project with an overview of each person's role and whether they will be assigned part time or full time to the project. Resumes shall reflect qualifications and recent experience relevant to the scope of work and areas of expertise required for this specific project. The TO Manager reserves the right to interview all of the Master Contractor's proposed key project participants and either confirm the recommendations or request alternates.

### **3.2 FORMAT**

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

#### **3.2.1 TO TECHNICAL PROPOSAL**

##### **A. Proposed Services – Work Plan**

- 1) *Understanding of Requirements:* Provide a detailed discussion of the Master Contractor's understanding of the work outlined in Section 2 and all associated Attachments. All sections must be addressed in order with TORFP requirements clearly identified.
- 2) *Assumptions:* Include any assumptions formed by the Master Contractor in the development of the Technical Proposal.
- 3) *Risk Assessment:* Identify any risks inherent in the work requirements and proposed actions to mitigate these risks.
- 4) *Proposed Solution:* Provide a description of the Master Contractor's proposed solution to accomplish the Statement of Work detailed in Section 2.
- 5) *Proposed Tools:* Include a description of all proposed tools that will be used to facilitate the work requirements of this TORFP.
- 6) *Acceptance Criteria:* Include a statement that acknowledges the Master Contractor's understanding of the acceptance criteria described in Section 2.7.2, Deliverable Acceptance Criteria.

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

- 1) The Offeror shall provide a staffing plan, identifying its proposed TO Contract Manager and describing how the Offeror intends to staff this Contract to meet the State's needs. As part of the staffing plan, the Offeror shall identify any key proposed staff to complete the work required by the Contract. This will include the Master Contractor's strategy for using in-house resources or subcontractors, or both. The resumes and staffing plan should highlight any staff personnel's

work on projects submitted as references by the Contractor. Include any resumes in the format shown in Attachment 5 Labor Classification Personnel Summary.

- 2) Provide for each proposed personnel a completed Attachment 5 – Labor Classification Personnel Resume Summary. Provide the names and titles of the Master Contractor’s management staff who will supervise the personnel and quality of services rendered under this TO Agreement.

C. MBE Participation

Submit completed MBE documents (Forms D-1 and D-2) found in Attachment 2.

D. Subcontractors

Identify all proposed subcontractors, to include MBEs, and their role(s) for the Statement of Work of this TORFP.

E. Master Contractor and Subcontractor Experience and Capabilities

- 1) *Experience of the TO Contractor:* Identify three (3) examples of completed projects that were similar in scope to the one defined in the Statement of Work of this TORFP. Include the following information about each example:
  - a) Name of organization.
  - b) Point of contact name, title, email and telephone number (point of contact shall be accessible and knowledgeable regarding experience).
  - c) Services provided as they relate to Section 2 - Statement of Work.
  - d) Start and end dates for each example project or contract. If the Master Contractor is no longer providing the services, explain.
- 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:
  - 1) Name of organization.
  - 2) Point of contact name, title, email and telephone number (point of contact shall be accessible and knowledgeable regarding experience)
  - 3) Services provided as they relate to Section 2 - Statement of Work.
  - 4) Start and end dates for each example project or contract. If the Master Contractor is no longer providing the services, explain why not.
  - 5) Dollar value of the contract.
  - 6) Whether the contract was terminated before the original expiration date.
  - 7) 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.*

F. Proposed Facility

Identify the location of the Master Contractor’s facilities, to include the street address from which any work shall be performed.

G. State Assistance

Describe the Master Contractor's expectations regarding participation by State personnel.

#### H. Confidentiality

A Master Contractor shall 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 TO FINANCIAL PROPOSAL

A. A description of any assumptions on which the Master Contractor's Financial Proposal is based (Assumptions shall not constitute conditions, contingencies, or exceptions to the price proposal);

B. Attachment 1 – Completed Price Proposal:

For Attachment 1, all Milestone and Deliverable identifying information is 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.

C. Attachment 1A – Time and Materials for Work Order

For Attachment 1A, the Master Contractor shall indicate the appropriate CATS+ Labor Category proposed, and the Fixed Hourly Labor Category Rate. Proposed rates are not to exceed the rates defined in the CATS+ Master Contract.

- 1) The Offeror's proposed price shall be fully loaded and expressly include overhead expenses (e.g., fringe benefits, administrative costs, profits.), 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 TO 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.
- 2) 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 Milestone 5 - Optional 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 TO.
- 3) There is no guarantee of any minimum or maximum amounts under Milestone 5 - Optional 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 MDE and provided by the TO Contractor.

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

### **4.1 OVERVIEW**

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

### **4.2 TECHNICAL PROPOSAL EVALUATION CRITERIA**

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

- a) Overall understanding of the work required, quality of the approach, and proposed solution.
- b) Past performance on similar projects as provided in the TO Technical Proposal.
- c) Experience with SharePoint for Internet 2007 comparable to the requirements herein, specifically with other State, Local, or Federal Government Entities.
- d) Experience with developing and implementing, supporting and maintaining online eBusiness applications, online eCommerce fee payment technologies and applications, and .NET systems applications.
- e) The qualifications and experience of the proposed personnel.
- f) Offeror's technical response to the TORFP requirements.

### **4.3 SELECTION PROCEDURES**

- A) TO Proposals shall be assessed throughout the evaluation process for compliance with the required minimum qualifications in Section 2.10.1 and 2.10.2 and quality of responses to Section 3.2.1 of the TORFP. Master Contractor proposed resources that fail to meet the required minimum qualifications will be deemed not reasonably selectable for award, i.e., disqualified from further consideration.
- B) The State will conduct oral presentations for all TO Contractors that meet required minimum qualifications.
- C) TO Proposals deemed technically qualified will have their TO financial proposals considered. All others will receive an email notice from the TO Procurement Officer of not being selected to perform the work.
- D) Qualified TO Financial Proposals will then be reviewed and ranked from lowest to highest price proposed.
- E) The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment. In making this section, technical merit is more important 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, a Non-Disclosure Agreement (TO Contractor), a Purchase Order, and by a Notice to Proceed authorized by the TO Procurement Officer. See Attachment 7 - Notice to Proceed (sample).

**ATTACHMENT 1  
SUMMARY PRICE PROPOSAL FOR CATS+ TORFP**

**CATS+ TORFP #U00B4400007**

Item Number	Milestone	Line Item Cost
2.7.2.1	<b>Milestone 1: Transition Period – Final Transition Plan</b>	
2.7.2.2	<b>Milestone 2: Baseline Operations and Maintenance (Total Milestone 2 Cost from Attachment 1A)</b>	
2.7.2.3	<b>Milestone 3: SharePoint Website and Systems Applications Maintenance and Support (Total Milestone 3 Cost from Attachment 1A)</b>	
2.7.2.4	<b>Milestone 4: End of Contract Transition</b>	
2.7.2.5	<b>Milestone 5: Optional Services – Work Order Based (Total Milestone 5 Cost from Attachment 1A)</b>	
	<b>TOTAL EVALUATED COST:</b>	

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

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

\_\_\_\_\_  
Title

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

The Hourly Labor Rate is the actual rate the State will pay for services and shall be recorded in dollars and cents. The Hourly Labor Rate cannot exceed the Master Contract Rate, but may be lower.

SUBMIT AS A .PDF FILE WITH THE TO FINANCIAL PROPOSAL

# ATTACHMENT 1A PRICE PROPOSAL (TIME AND MATERIALS) FOR CATS+ TORFP

## CATS+ TORFP #U00B4400007

The total hours listed below are for estimating purposes only and are not to be construed as guaranteed billable hours. Actual compensation will be based on the total hours performed.

CATS+ Labor Categories	A	B	C
	Hourly Labor Rate	Total Estimated Hours	Evaluated Task Cost
(Master Contractor to insert proposed CATS+Labor Categories as per Section 2.5.5 of this TORFP)			
<b>2.7.2.2 Baseline Operations and Maintenance Support</b>			
Insert Proposed CATS+ Labor Category #1	\$		
Insert Proposed CATS+ Labor Category #2	\$		
add additional lines as necessary.	\$		
	\$	104	(TO Contractor shall insert Total Evaluated Cost here)
Insert Proposed CATS+ Labor Category #1	\$		
Insert Proposed CATS+ Labor Category #2	\$		
add additional lines as necessary	\$		
	\$	104	(TO Contractor shall insert Total Evaluated Cost here)
Insert Proposed CATS+ Labor Category #1	\$		
Insert Proposed CATS+ Labor Category #2	\$		
add additional lines as necessary	\$		
	\$	104	(TO Contractor shall insert Total Evaluated Cost here)
<b>2.7.2.3 SharePoint Website and Systems Applications Maintenance and Support</b>			
Insert Proposed CATS+ Labor Category #1	\$		
Insert Proposed CATS+ Labor Category #2	\$		
add additional lines as necessary	\$		
	\$	674	(TO Contractor shall insert Total Evaluated Cost here)
Insert Proposed CATS+ Labor Category #1	\$		
Insert Proposed CATS+ Labor Category #2	\$		
add additional lines as necessary	\$		
	\$	674	(TO Contractor shall insert Total Evaluated Cost here)
Insert Proposed CATS+ Labor Category #1	\$		

Insert Proposed CATS+ Labor Category #2	\$		
add additional lines as necessary	\$		
	\$	674	(TO Contractor shall insert Total Evaluated Cost here)
<b>2.7.2.5 Optional Services – Work Order Based</b>			
Insert Proposed CATS+ Labor Category #1	\$		
Insert Proposed CATS+ Labor Category #2	\$		
add additional lines as necessary	\$		
	\$	350	(TO Contractor shall insert Total Evaluated Cost here)
Insert Proposed CATS+ Labor Category #1	\$		
Insert Proposed CATS+ Labor Category #2	\$		
add additional lines as necessary	\$		
	\$	350	(TO Contractor shall insert Total Evaluated Cost here)
Insert Proposed CATS+ Labor Category #1	\$		
Insert Proposed CATS+ Labor Category #2	\$		
add additional lines as necessary	\$		
	\$	350	(TO Contractor shall insert Total Evaluated Cost here)
<b>Total Evaluated Cost – Base Year:</b>			
	\$		
<b>Total Evaluated Cost – Option Year 1:</b>			
	\$		
<b>Total Evaluated Cost – Option Year 2:</b>			
	\$		

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

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

\_\_\_\_\_  
Title

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

The Hourly Labor Rate is the actual rate the State will pay for services and shall be recorded in dollars and cents. The Hourly Labor Rate cannot exceed the Master Contract Rate, but may be lower.

SUBMIT AS A .PDF FILE WITH THE TO FINANCIAL PROPOSAL

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

**THIS ATTACHMENT IS NOT REQUIRED.**

**ATTACHMENT 3 – TASK ORDER AGREEMENT**  
**CATS+ TORFP # U00B4400007 OF MASTER CONTRACT #060B2490023**

This Task Order Agreement (“TO Agreement”) is made this **day** of **Month**, 200**X** by and between **Task Order Contractor (TO Contractor)** and the STATE OF MARYLAND, **TO Requesting Agency**.

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

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
  - a. “Agency” means the **TO Requesting Agency**, as identified in the CATS+ TORFP #U00B4400007.
  - b. “CATS+ TORFP” means the Task Order Request for Proposals # U00B4400007, dated **MONTH DAY, YEAR**, including any addenda.
  - c. “Master Contract” means the CATS+ Master Contract between the Maryland Department of Information Technology and **TO Contractor** dated **MONTH DAY, YEAR**.
  - d. “TO Procurement Officer” means **TO Procurement Officer**. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
  - e. “TO Agreement” means this signed TO Agreement between **TO Requesting Agency** and **TO Contractor**.
  - f. “TO Contractor” means the CATS+ Master Contractor awarded this TO Agreement, whose principal business address is \_\_\_\_\_.
  - g. “TO Manager” means **TO Manager** of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
  - h. “TO Technical Proposal” means the TO Contractor’s technical response to the CATS+ TORFP dated **date of TO Technical Proposal**.
  - i. “TO TO Financial Proposal” means the TO Contractor’s financial response to the CATS+ TORFP dated **date of TO Financial Proposal**.
  - j. “TO Proposal” collectively refers to the TO Technical Proposal and TO Financial Proposal.
2. Scope of Work
  - 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supercede the Master Contract.
  - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS+ TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
    - a. The TO Agreement,
    - b. Exhibit A – CATS+ TORFP
    - c. Exhibit B – TO Technical Proposal
    - d. Exhibit C – TO Financial Proposal

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

3. Time for Performance

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

4. Consideration and Payment

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

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

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

4.4 In addition to any other available remedies, if, in the opinion of the TO Procurement Officer, the TO Contractor fails to perform in a satisfactory and timely manner, the TO Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the TO Contractor to be reduced or withheld until such time as the TO Contractor meets performance standards as established by the TO Procurement Officer.

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

**TO Contractor Name**

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

\_\_\_\_\_  
Date

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

STATE OF MARYLAND, TO Requesting Agency

By: insert name, TO Procurement Officer

\_\_\_\_\_ Date

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

## **ATTACHMENT 4 – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE**

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

## **ATTACHMENT 5 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY**

### **INSTRUCTIONS:**

1. Master Contractors must comply with all personnel requirements under the Master Contract RFP 060B2490023.
2. Only labor categories proposed in the Master Contractors Financial Proposal may be proposed under the CATS+ TORFP process.
3. For each person proposed in any of the labor categories, complete one Labor Category Personnel Resume Summary to document how the proposed person meets each of the minimum requirements. This summary is required at the time of the interview.

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

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

**ATTACHMENT 5 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY (CONTINUED)**

Instructions: Enter resume information in the fields below; do not submit other resume formats. Submit one resume for each proposed resource

Candidate Name:
Master Contractor:

**A) Education / Training**

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

**B) Relevant Work Experience**

Describe work experience relevant to the Duties / Responsibilities and Minimum Qualifications described in Section 2 of the TORFP. Starts with the most recent experience first; do not include non-relevant experience.

[Organization]	Description of Work...
[Title / Role]	
[Period of Employment / Work]	
[Location]	
[Contact Person (Optional if current employer)]	
[Organization]	Description of Work...
[Title / Role]	
[Period of Employment / Work]	
[Location]	
[Contact Person]	
<add lines as needed>	

**C) Employment History**

List employment history, starting with the most recent employment first

Start and End Dates	Job Title or Position	Organization Name	Reason for Leaving
<add lines as needed>			



## **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+ Task Order Agreement #U00B4400007

Dear TO Contractor Contact:

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

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

Sincerely,

TO Procurement Officer

Task Order Procurement Officer

Enclosures (2)

cc: TO Manager

Procurement Liaison Office, Department of Information Technology

Project Management Office, Department of Information Technology



# ATTACHMENT 9 – DELIVERABLE PRODUCT ACCEPTANCE FORM

Agency Name: **TO Requesting Agency**

TORFP Title: **TORFP Project Name**

TO Manager: **TO Manager and Phone Number**

**To:**

The following deliverable, as required by TO Agreement #U00B4400007, has been received and reviewed in accordance with the TORFP.

Title of deliverable: \_\_\_\_\_

TORFP Contract Reference Number: Section # \_\_\_\_\_

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

This deliverable:

**Is accepted as delivered.**

**Is rejected for the reason(s) indicated below.**

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

\_\_\_\_\_  
TO Manager Signature

\_\_\_\_\_  
Date Signed

ISSUED BY THE TO MANAGER AS REQUIRED IN THE TORFP.

# ATTACHMENT 10 – NON-DISCLOSURE AGREEMENT (OFFEROR)

This Non- Disclosure Agreement (the “Agreement”) is made this \_\_\_ day of \_\_\_\_\_ 2013\_, by and between \_\_\_\_\_ (hereinafter referred to as "the OFFEROR ") and the State of Maryland (hereinafter referred to as "the State").

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS+ TORFP #U00B4400007 for **TORFP Project Name**. 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 above, the OFFEROR agrees as follows:

1. OFFEROR will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received, except in connection with the preparation of its TO Proposal.
2. Each employee or agent of the OFFEROR who receives or has access to the Confidential Information shall execute a copy of this Agreement and the OFFEROR shall provide originals of such executed Agreements to the State. Each employee or agent of the OFFEROR who signs this Agreement shall be subject to the same terms, conditions, requirements and liabilities set forth herein that are applicable to the OFFEROR.
3. OFFEROR shall return the Confidential Information to the State within five business days of the State’s Notice of recommended award. If the OFFEROR does not submit a Proposal, the OFFEROR shall return the Confidential Information to **TO Procurement Officer, TO Requesting Agency** on or before the due date for Proposals.
4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State’s rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR’S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.
5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys’ fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
6. This Agreement shall be governed by the laws of the State of Maryland.
7. OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than \$20,000 and/or imprisonment not exceeding 5 years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.
8. The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

FFEROR: \_\_\_\_\_ BY: \_\_\_\_\_  
NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

SUBMIT AS REQUIRED IN THE TORFP

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

**THIS NON-DISCLOSURE AGREEMENT** (“Agreement”) is made as of this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between the State of Maryland ("the State"), acting by and through its **TO Requesting Agency** (the “Department”), and \_\_\_\_\_ (“TO Contractor”), a corporation with its principal business office located at \_\_\_\_\_ and its principal office in Maryland located at \_\_\_\_\_.

## RECITALS

**WHEREAS**, the TO Contractor has been awarded a Task Order Agreement (the “TO Agreement”) for **TORFP Title** TORFP No. U00B4400007 dated \_\_\_\_\_, (the “TORFP” issued under the Consulting and Technical Services procurement issued by the Department, Project Number 060B2490023; and

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

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

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

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

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

**TO Requesting Agency:**

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

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

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

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

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

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

SUBMIT AS REQUIRED IN 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

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## ATTACHMENT 12 – TO CONTRACTOR SELF-REPORTING CHECKLIST

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

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

<p>C) Does each accepted substitution possess equivalent or better education, experience and qualifications than incumbent personnel?  <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> <b>(If no, explain why)</b> _____</p>
<p>D) Was the substitute approved by the agency in writing?  <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> <b>(If no, explain why)</b> _____</p>
<p><b>Section 4 – MBE Participation</b></p>
<p>A) What is the MBE goal as a percentage of the TO value? <b>(If there is no MBE goal, skip to Section 5)</b>          _____          %</p>
<p>B) Are MBE reports D-5 and D-6 submitted monthly?  <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> <b>(If no, explain why)</b> _____</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)          _____          %  <b>(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))</b></p>
<p>D) Is this consistent with the planned MBE percentage at this stage of the project?  <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> <b>(If no, explain why)</b> _____</p>
<p>E) Has the Master Contractor expressed difficulty with meeting the MBE goal?  <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/>    <b>(If yes, explain the circumstances and any planned corrective actions)</b>          _____</p>
<p><b>Section 5 – TO Change Management</b></p>
<p>A) Is there a written change management procedure applicable to this TO?  <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> <b>(If no, explain why)</b> _____</p>
<p>B) Does the change management procedure include the following?    <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> Sections for change description, justification, and sign-off  <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> Sections for impact on cost, scope, schedule, risk and quality (i.e., the impact of change on satisfying TO requirements)  <b>Yes</b> <input type="checkbox"/> <b>No</b> <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?  <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/>    <b>(If yes, explain expected or actual impact on TO cost, scope, schedule, risk and quality)</b>          _____</p>
<p>D) Is the change management procedure being followed?  <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> <b>(If no, explain why)</b> _____</p>

# ATTACHMENT 13 – LIVING WAGE AFFIDAVIT OF AGREEMENT

Contract No. \_\_\_\_\_  
Name of TO 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 TO 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 TO 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 TO 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 - MDE WEB AND SYSTEM APPLICATIONS

a) **MDE Customer Service Directory Search Form (SharePoint List)**

<http://mde.maryland.gov/aboutmde/ContactUs/CustomerServiceDirectory/Pages/CustomerServiceDirectory.aspx>

Provides a web form that allows users to search the MDE Customer Service Directory by Function/Keyword and by MDE Administration/Office.

b) **Shellfish Harvesting Waters Restriction Advisory (Daily Shellfish Advisory) (SharePoint List)**

[http://mde.maryland.gov/programs/Marylander/CitizensInfoCenterHome/Pages/CitizensInfoCenter/FishandShellfish/shellfish\\_advisory/default.aspx](http://mde.maryland.gov/programs/Marylander/CitizensInfoCenterHome/Pages/CitizensInfoCenter/FishandShellfish/shellfish_advisory/default.aspx)

The application updates the Daily Shellfish Advisory page which displays an uploaded image, and shows whether or not any of the 15 river zones is closed. Closed river zones additionally displays details about the harvesting restrictions and reopening dates.

c) **County Recycling Services (SharePoint List)**

<http://mde.maryland.gov/programs/Land/RecyclingandOperationsprogram/StateCountyandCityContactInfo/Pages/default.aspx>

Provides users a selection dropdown boxes to display a listing of county recycling information. Displays data on main county recycling contacts including email and phone numbers, website address, list of county recycling services, and other info. Also provides details on all drop-off sites for the county such as location/address, hours, phone number, and materials collected.

d) **Electronics Recycling and Reuse Companies (SharePoint List)**

<http://mde.maryland.gov/programs/Land/RecyclingandOperationsprogram/SpecialProjects/Collections/Pages/eCycling.aspx>

Lists electronic recycling (e-cycling) companies by county in Maryland and surrounding states. Provides addresses, phone numbers, company websites, hours of operation, and materials accepted.

e) **Drought Coordinators (SharePoint List)**

<http://mde.maryland.gov/programs/Water/DroughtInformation/DroughtCordinators/Pages/default.aspx>

Provides a dropdown selection list that displays a listing of drought coordinator information by county.

f) **County Grant Administrators, Loan Officers and Project Managers (SharePoint List)**

[http://mde.maryland.gov/programs/Water/QualityFinancing/SaterQualityFinanceHome/GL\\_OFFICERS/Pages/home.aspx](http://mde.maryland.gov/programs/Water/QualityFinancing/SaterQualityFinanceHome/GL_OFFICERS/Pages/home.aspx)

Provides a dropdown selection list that displays a listing by county of MDE grant administrators, loan officers, and project managers that could assist local governments with understanding and complying with the applicable regulatory and programmatic requirements associated with applications for grants or with funds received from federal capital funds consisting of federal EPA construction grants, special federal appropriations grants, and State revolving loan funds for water quality and drinking water projects.

g) **Contractors Providing Lead Paint Abatement Services in Maryland (SharePoint List)**

<http://mde.maryland.gov/programs/Land/LeadPoisoningPrevention/HomeOwners/Pages/Programs/LandPrograms/LeadCoordination/homeOwners/search/Leadcontractors.aspx>

Displays listings of residential, commercial and public building contractors (RC) by Maryland regions that have been accredited by MDE to provide lead inspection services. Provides the following information per contractor: address, phone number, accreditation certificate number, expiry, contact, regions of operation, types of work performed.

**h) Inspectors Providing Lead Paint Abatement Services in Maryland (SharePoint List)**

<http://mde.maryland.gov/programs/Land/LeadPoisoningPrevention/HomeOwners/Pages/Programs/LandPrograms/LeadCoordination/homeOwners/search/LeadInspectors.aspx?all=1>

Displays listings of inspection contractors (IC) by Maryland regions that have been accredited by MDE to provide lead inspection services. Provides the following information per Contractor: address, phone number, accreditation certificate number, expiry, contact, regions of operation, types of work performed.

**i) Open and Closed Petroleum Subsurface Investigation/Remediation Cases in Maryland (Access 2003)**

[http://mde.maryland.gov/programs/Land/OilControl/RemediationSites/Pages/Programs/LandPrograms/OilControl/RemediationSites/OCP/OCP\\_OPEN.aspx](http://mde.maryland.gov/programs/Land/OilControl/RemediationSites/Pages/Programs/LandPrograms/OilControl/RemediationSites/OCP/OCP_OPEN.aspx) (Open Cases)

and

[http://mde.maryland.gov/programs/Land/OilControl/RemediationSites/Pages/Programs/LandPrograms/OilControl/RemediationSites/OCP\\_Closed/OCP\\_Closed.aspx](http://mde.maryland.gov/programs/Land/OilControl/RemediationSites/Pages/Programs/LandPrograms/OilControl/RemediationSites/OCP_Closed/OCP_Closed.aspx) (Closed Cases)

Provides users a source for locating petroleum subsurface cases within the State. Lists location address, case number and date opened or closed.

**j) Maryland Integrated Report (303d and 305b List) Search (SharePoint List)**

<http://mde.maryland.gov/programs/Water/TMDL/Integrated303dReports/Pages/303d.aspx>

Provides users a search form that displays listings of impaired surface waters in Maryland as listed in the 2008 State reports on 303(d) and 305(b) lists. It allows search by basin name, basin code, by listing category, and by impairment category. It also provides a clickable map view data. (This has been revised with data for the 2012 Maryland Integrated Report.)

**k) Board of Waterworks and Waste System Operators Training List (SharePoint List)**

<http://mde.maryland.gov/programs/Permits/WaterManagementPermits/WaterDischargePermitApplications/boardofwaterworks/Pages/search.aspx>

Provides users a search form that displays a list of training for Waterworks and Waste System Operator/Superintendents. Displays the course code, sponsor, program title, no of credit units, operator/superintendent level, process/non-process category of the course.

**l) Notice of Applications Received by the Voluntary Cleanup Program (SharePoint List)**

<http://mde.maryland.gov/programs/Land/MarylandBrownfieldVCP/MDVCPInformation/vcpapps/Pages/vcp.aspx>

Provides users a search form that displays applicants to the Voluntary Cleanup Program (VCP) received by the Maryland Department of the Environment since October 1, 2004. Lists the applicant name and address, property name and address including county, date received, public comment period, and VCP Manager's name.

**m) VEIP Certified Emissions Repair Facilities (SharePoint List)**

<http://mde.maryland.gov/programs/Air/MobileSources/VehicleEmissionsInspectionProgram/RepairIndustr>

[y/Pages/Programs/AirPrograms/Mobile\\_Sources/veip/veipfacilities/default.aspx](http://mde.maryland.gov/Programs/AirPrograms/Mobile_Sources/veip/veipfacilities/default.aspx)

Provides users a search form that displays facilities certified to participate in Maryland's Certified Emissions Repair Facility (CERF) program. Each CERF employs qualified personnel and possesses diagnostic equipment to perform effective repairs on vehicles that fail the emissions test. Lists by county the facility name, address, phone number, and MapQuest links for map and directions.

**n) PIA Requests (Oracle 8i)**

<http://mde.maryland.gov/programs/Marylander/PublicInfoAct/Pages/submitapia.aspx>

Allows submission by the public at large of Public Information Act (PIA) requests. The application starts with a form for requestor and billing information, then a facility search for which facility specific program records are being requested.

**o) MDE Calendar (SharePoint List)**

<http://mde.maryland.gov/aboutmde/mdecalendar/Pages/Calendar.aspx>

Uses SharePoint (MOSS 2007) Calendar publishing feature. Custom coding added by Deque to use Calendar View and to trim page display to fields with values.

**p) Press Room (SharePoint Pages Library) --- Has not been developed.**

- 1) Automatically lists press release's title, day and date of issue and a link to the press release on an "all press releases" page.
- 2) Automatically adds newly issued press release's title and date of issue to the Newsroom landing page.

**q) Maryland Wetland Bibliography (SharePoint List)**

<http://mde.maryland.gov/programs/Water/WetlandsandWaterways/DocumentsandInformation/wetbib/Pages/WetlandBibliography.aspx>

Provides users a search form that displays a listing of documents located at MDE up to the year 2000. These documents include biological references, journals, scientific studies, conference proceedings, and waterway project information. The list provides bibliographic data for each material in the collection.

**r) Private Foundations for Wetlands Restoration Funding (SharePoint List)**

<http://mde.maryland.gov/programs/Water/WetlandsandWaterways/WetlandsandWaterwaysHome/Apps/Pages/PrivFoundations.aspx>

Lists private foundations that provide funding and assistance for wetland restoration projects. Displays the foundation names and foundation fields of interests. Also, lists contact information and some funding eligibility criteria.

**s) Press Releases on Enforcement & Compliance (SharePoint Pages Library)**

<http://mde.maryland.gov/programs/PressRoom/Pages/EnfoCompliancePressReleases.aspx>

Lists links to all press releases related to enforcement & compliance activities of the Department from April, 2007 to present.

- t) **Maryland Reported Sewer Overflow Database (Access 2003)**  
<http://mde.maryland.gov/programs/Water/OverFlow/Pages/ReportedSewerOverflow.aspx>  
 Provides users a search form that displays sewage overflow and bypass information reported to MDE since 2005. Data displayed include type of overflow, municipality, NPDES number, zip code, county, receiving water body, date and time discovered, and estimated quantity released in gallons.
- u) **Land Restoration Program Sites (SharePoint List)**  
<http://mde.maryland.gov/programs/Land/MarylandBrownfieldVCP/LRPSites/Pages/LRP.aspx>  
 Provides users with a display and search of hazardous waste sites throughout the State by site name, city, county, and/or by waste site categories: NPL, SML, Non-Master, Federal Facility, Formerly Used Defense Site, Brownfields, VCP, or Site Assessment Site.
- v) **Permit Application Database Search (SB47) (Access 2003) shows a webpart error? – see previous note.**  
<http://mde.maryland.gov/programs/Permits/sb47/Pages/SB47.aspx>  
 Provides users a search form that displays the status of permit applications for 14 permit types. Lists project name, address, activity and permit type, applicant name and other applicant info, MDE contact, scheduled meetings and hearings, and permit application status.
- w) **Concentrated Animal Feeding Operation / Maryland Animal Feeding Operation (CAFO / MAFO) Search (Access 2003)**  
[http://mde.maryland.gov/programs/Land/SolidWaste/CAFOMAFO/Pages/Programs/LandPrograms/SolidWaste/cafo\\_search/CAFO.aspx](http://mde.maryland.gov/programs/Land/SolidWaste/CAFOMAFO/Pages/Programs/LandPrograms/SolidWaste/cafo_search/CAFO.aspx)  
 Provides users a search form that displays CAFO permit applications by county, farm, and animal type.
- x) **CAFO/MAFO Calculator (JavaScript)**  
[http://mde.maryland.gov/programs/Land/SolidWaste/CAFOMAFO/Pages/Programs/LandPrograms/SolidWaste/cafo/cafo\\_calc.aspx](http://mde.maryland.gov/programs/Land/SolidWaste/CAFOMAFO/Pages/Programs/LandPrograms/SolidWaste/cafo/cafo_calc.aspx)  
 Helps determine whether an animal farm is likely a CAFO or a MAFO. This is a JavaScript application created outside of SharePoint and shown in a SharePoint page using a Page Viewer Web Part.
- y) **Chesapeake Bay Restoration Fund Fee Calculator (JavaScript)**  
<http://mde.maryland.gov/programs/Water/BayRestorationFund/Pages/water/cbwrf/feecalculator/Index.aspx>  
 Provides current and proposed fee calculations for residential and commercial users of State and local sewer services .
- z) **List of Maryland Green Registry Members (SharePoint List)**  
<http://mde.maryland.gov/marylandgreen/Pages/GreenMembersList.aspx>  
 Lists members of the Maryland Green Registry. It shows data on the members' types of organization, month of inclusion to the registry, and a symbol to award winners. It also provides a link to member profiles.
- aa) **List of Issued Part 70 Permits (SharePoint List)**  
<http://mde.maryland.gov/programs/Permits/AirManagementPermits/TitleVProgramInformation/Pages/title>

[5\\_issued\\_permits.aspx](#)

Lists major sources of air emissions MDE permittees with permit date of issue and expiration.

**bb) Newsroom RSS (SharePoint Pages)**

<http://mde.maryland.gov/programs/PressRoom/rss/PressReleasesFeed.aspx>

Lists latest press releases issued by the MDE Office of Communications.

**cc) Online Lead Rental Registration (E-commerce Application – SQL Server)**

[https://securemde.mde.state.md.us/\\_layouts/OLRR/UserLoginPage.aspx](https://securemde.mde.state.md.us/_layouts/OLRR/UserLoginPage.aspx) (external users)

<http://olrr.mde.state.md.us> (internal users)

Allows owners of residential rental properties built before 1950 to register and renew their registration with the MDE. Includes online payment of fees.

**dd) Water Supply Information and Permitting System (WSIPS)**

Note: Future application with support to start in November 2013.

Will provide the capability for MDE customers to submit and pay for water appropriation permit applications online.

**ee) Relationships of Applications**

All applications are independent of each other except for:

Press Room, which derives data from press releases in a Newsroom SharePoint Pages Library.

<b>Application</b>	<b>Backend</b>
MDE Customer Service Directory Search Form	SharePoint List
Shellfish Harvesting Waters Restriction Advisory (Daily Shellfish Advisory)	SharePoint List
County Recycling Services	SharePoint List
Electronics Recycling and Reuse Companies	SharePoint List
Drought Coordinators	SharePoint List
County Grant Administrators, Loan Officers and Project Managers	SharePoint List
Contractors Providing Lead Paint Abatement Services in Maryland	SharePoint List
Inspectors Providing Lead Paint Abatement Services in Maryland	SharePoint List
Open and Closed Petroleum Subsurface Investigation/Remediation Cases in Maryland	Two DBs: Access 2003
Maryland Integrated Report (303d and 305b List) Search	SharePoint List
Board of Waterworks and Waste System Operators Training List	SharePoint List
Notice of Applications Received by the Voluntary Cleanup Program	SharePoint List
VEIP Certified Emissions Repair Facilities	SharePoint List
PIA Requests	Oracle 8i
MDE Calendar	SharePoint List
MDE Job Bank	SharePoint List
Press Room	SharePoint Pages Library – not completed by DN

Maryland Wetland Bibliography	SharePoint List
Private Foundations for Wetlands Restoration Funding	SharePoint List
Press Releases on Enforcement & Compliance	(SharePoint Pages Library)
Maryland Reported Sewer Overflow Database	Access 2003
Land Restoration Program Sites	SharePoint List
Permit Application Database Search (SB47)	Access 2003
CAFO/MAFO Search	Access 2003
CAFO/MAFO Calculator	JavaScript
Chesapeake Bay Restoration Fund Fee Calculator	JavaScript
List of Maryland Green Registry Members	SharePoint List
List of Issued Part 70 Permits	SharePoint List – New
Newsroom RSS	SharePoint List
Online Lead Rental Registration (E-commerce Application)	SQL Server
Water Supply Information and Permitting System	SQL Server

## ATTACHMENT 15 – SAMPLE WORK ORDER

	Work Order #	Contract #

This Work Order is issued under the provisions of a XXX contract. The services authorized are within the scope of services set forth in the *Purpose* of the work order.

**Purpose**

**Statement of Work**  
Requirements:

Deliverable(s), Acceptance Criteria and Due Date(s):

**Deliverables are subject to review and approval by AGENCY prior to payment.**  
*(Attach additional sheets if necessary)*

<b>Start Date</b>		<b>End Date</b>	
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Cost					
#	Description for Task / Deliverables	Quantity (if applicable)	Labor Hours (Hrs.)	Labor Rate	Estimate Total
1.				\$	\$
2.				\$	\$
*Include WBS, schedule and response to requirements.			<b>AGENCY shall pay an amount not to exceed</b>		<b>\$</b>

**TO Contractor**

\_\_\_\_\_  
*(Signature)* TO Contractor Authorized Representative  
 (Date)

<b>POC</b>	<i>(Print Name)</i>
<b>Telephone No.</b>	
<b>Email:</b>	

**AGENCY Approval**

\_\_\_\_\_  
*(Signature)* AGENCY TO Manager (Date)

<b>TO Manager</b>	<i>(Print Name)</i>
<b>Telephone No.</b>	
<b>FF) EMAIL:</b>	

# ATTACHMENT 13 – LIVING WAGE AFFIDAVIT OF AGREEMENT

Contract No. \_\_\_\_\_  
Name of TO 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 TO 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 TO 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 TO 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 16 - CERTIFICATION REGARDING INVESTMENTS IN IRAN

## CERTIFICATION REGARDING INVESTMENTS IN IRAN

1. The undersigned certifies that, in accordance with State Finance & Procurement Article, §17-705:
  - (i) it is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in §17-702 of State Finance & Procurement; and
  - (ii) it is not engaging in investment activities in Iran as described in State Finance & Procurement Article, §17-702.
2. The undersigned is unable make the above certification regarding its investment activities in Iran due to the following activities:

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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 THIS AFFIDAVIT IN .PDF FORMAT WITH THE TO TECHNICAL PROPOSAL

## ATTACHMENT 17 – PERFORMANCE EVALUATION FORM

**Instructions:**

Below is a listing of the performance objectives for **Name of TO Contractor / Subcontractor** for work performed under B.P.O # **XXX0000000**. This is a group evaluation for TO Contractor and subcontractor work per [Agency] support and project requests only. Group performance on each objective is rated and additional comments are provided.

**Performance Review Rating System**

- 1- TO Contractor performance does not meet expectations for this objective.
- 2- TO Contractor performance sometimes meets expectations for this objective but not consistently and/or completely. Performance must improve.
- 3- TO Contractor performance consistently meets expectations for this objective.
- 4- TO Contractor performance exceeds expectations for this objective.
- 5- TO Contractor performance far exceeds expectations for this objective.

Objectives for <b>Name of contractor/subcontractor</b>	Rating (1-5)
Technically knowledgeable to comprehend <insert System name> system and perform analysis on issue and project requests and perform supports.	
Tasks assigned are completed on or before the due date.	
Work performed and delivered to the client meets or exceeds expectation.	
Overall satisfaction with contractor performance.	
Additional Comments:	