



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

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

WEB SYSTEMS MAINTENANCE AND SUPPORT SERVICES

CATS II TORFP # U00P1400393

ISSUE DATE: 10/06/2010

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KEY INFORMATION SUMMARY SHEET

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

TORFP Title:	MDE Web Systems Maintenance and Support Services
Functional Area:	Functional Area 2 – Web and Internet Systems
TORFP Issue Date:	10/06/2010
Closing Date and Time:	11/04/2010 at 2 PM EST
TORFP Issuing Agency:	Maryland Department of the Environment Office of Information Management and Technology (OIMT)
Send Questions and Proposals to:	Roland Jones – Director, Procurement rljones@mde.state.md.us
TO Procurement Officer:	Roland Jones – Director, Procurement Office Phone Number: 410-537-3081 Office FAX Number: 410-537-4443
TO Manager:	Wayne Petrush Director, Project Management Office of Information Management and Technology Office Phone Number: 410-537-3099 FAX: 410-537-3093 Email: wpetrush@mde.state.md.us
TO Project Number:	PO # U00P1400393
TO Type:	Time and Materials
Period of Performance:	1 year, plus , two, one year options, at sole discretion of MDE
MBE Goal:	15 percent
Small Business Reserve (SBR):	No
Primary Place of Performance:	Maryland Department of the Environment 1800 Washington Blvd. Baltimore, MD 21230
TO Pre-proposal Conference:	10/25/2010 @2-4pm Terra/Aqua Conference Rooms Maryland Department of the Environment 1800 Washington Blvd. Baltimore, MD 21230

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 II Master Contract; and, in conjunction with the selected Master Contractor, achieving on budget/on time/on target (e.g., within scope) completion of the Scope of Work.

1.2 TO AGREEMENT

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

1.3 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the stated date and exact time. The time will be local time as determined by the Maryland Department of the Environment's e-mail system time stamp. The TO Proposal is to be submitted via e-mail as two attachments in MS Word format. The "subject" line in the e-mail submission shall state the TORFP # U00P1400393. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS II TORFP # U00P1400393 Technical". The second file will be the financial response to this CATS II TORFP and titled, "CATS II TORFP # U00P1400393 Financial". The following proposal documents must be submitted with required signatures as .PDF files with signatures clearly visible:

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

1.4 ORAL PRESENTATIONS/INTERVIEWS

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

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

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

1.7 NON-DISCLOSURE AGREEMENT

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

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

1.8 LIMITATION OF LIABILITY CEILING

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

1.9 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES

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

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

1.10 ACRONYMS

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

ARMA	Air and Radiation Management Administration
ASP.NET	Web Application Framework
ASA	Administrative Services Administration
ASP	Active Server Pages
CATS	Consulting and Technical Services
CMS	Content Management System
COMAR	Code of Maryland Regulations
COTS	Commercial Off the Shelf
CR	Change Request
CSS	Cascading Style Sheet
DoIT	Department of Information Technology
HP	Hewlett Packard
HTML	HyperText Markup Language
IDS/IPS	Intrusion Detection Systems/Intrusion Prevention Systems

IT	Information Technology
KVM	Kernel-based Virtual Machine
MBE	Minority Business Enterprise
MDE	Maryland Department of the Environment
MS	Microsoft
.NET	Microsoft Software Framework
NTE	Not To Exceed
NTP	Notice To Proceed
OIMT	Office of Information Management & Technology
OOTB	Out of the Box
PDF	Portable Document Format
PMBOK	Project Management Body of Knowledge
PMI	Project Management Institute
PPT	Microsoft Office PowerPoint Document
QA	Quality Assurance
QC	Quality Control
RFP	Request for Proposal
RIA	Rich Internet Application
RSS	Really Simple Syndication
SAN	Storage Area Network
SANS	SANS Institute
SDLC	Systems Development Life Cycle
SFTP	Secure File Transfer Protocol
SLA	Service Level Agreement
SQL	Structured Query Language
SSA	Science Services Administration
SSL	Secure Socket Layer
TEMPO	Tools for Environmental Management and Protection Organizations
TO	Task Order
TOP	Task Order Proposal
TORFP	Task Order Request for Proposals
TRM	Technical Reference Model
UAT	User Acceptance Testing
URL	Uniform Resource Locator
WAS	Waste Management Administration
WBS	Work Breakdown Structure
WMA	Water Management Administration
XML	Extensible Markup Language
WRP	Web Revamp Project
WWW	World Wide Web
WYSIWYG	What You See Is What You Get
XHTML	Extensible Hypertext Markup Language
XML	Extensible Markup Language
XSL	Extensible Stylesheet Language

SECTION 2 - SCOPE OF WORK

2.1 PURPOSE

This CATS II TORFP is being issued to support the Maryland Department of the Environment's (MDE) SharePoint 2007 for Internet web environment and Content Management Systems (CMS). This system is 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 transition of the maintenance and support services from the current Contractor.
- 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 located at www.mde.state.md.us, which is contained within MDE's web systems architecture and/or requested through a work order approval process. Work Order projects are anticipated to be a minimum of the work associated with this TORFP.
- 2.1.4 Establish configuration change control processes and Service Level Agreements with MDE and/or the State's contractors.
- 2.1.5 Provide end-of-contract transition services to the State.

2.2 BACKGROUND

In 2009, MDE initiated the Web Revamp Project (WRP) to replace the legacy website CMS system with Microsoft Office SharePoint for Internet 2007. The WRP is a phased project with Phase I of the project focused on migrating the legacy website to a new SharePoint 2007 platform, cleansing and migrating the content and web applications, developing a web governance policy to manage content, and building a framework on which to support Phase II functionality. Phase II of the project is planned to include the implementation of ePermits and eCommerce for on-line permit applications and payment functionality.

2.3 ROLES AND RESPONSIBILITIES

- 2.3.1 The TO Contractor shall have a single point of contact to act as the Contract TO Manager whose responsibilities include, but are not limited to the following: liaison between the TO Contractor and the State, oversight of daily operations and maintenance, receive Work Orders and NTPs from the State, authority to commit additional work of TO Contractor's staff, receive evaluation forms and address any necessary remediation plans.
- 2.3.2 Key personnel staffing will be based on the TO Contractor's proposed solution and shall meet the requirements of the labor categories as described in the CATS II RFP and shall be experienced in the following:
 - SharePoint 2007/2010 for Internet Software
 - Microsoft .NET Web Development

- HTML, CSS, XML, JavaScript and Photoshop
- SQL Server 2008 Administration
- SQL Server 2008 Programming
- Windows Server 2008 Administration,
- Worldspace (Section 508 monitoring)

Staff will have web development skills and experience to translate application requirements into web pages to serve either as stand-alone site elements or web-based applications. Support for shared services includes, but is not limited to, www.mde.state.md.us, web services, statewide branding, and training.

2.3.3 The TO Contractor shall have staff to support the managed services components of the Contract to include, but not be limited to, SharePoint Administration, MS SQL Server Administration and SharePoint/ASP Development

2.3.3.1 SharePoint Administration - Provide administration, troubleshooting, performance tuning, maintenance and support for MDE's MS SharePoint 2007 for Internet software and web environment.

2.3.3.2 MS SQL Server 2008 Administration - Provide technical support for the SharePoint database environment including overseeing the maintenance, development and organization of the MS SharePoint and CMS databases. Performance tune database systems to ensure the highest reliability and performance possible.

2.3.3.3 SharePoint 2007/2010 for Internet Development - Provide development, support, and maintenance as requested for the MDE SharePoint websites and web applications.

2.3.4 Work Location and Hours

- Key personnel for software support and system administration will be located at MDE's Headquarters at 1800 Washington Blvd, Baltimore, MD 21230 unless otherwise agreed to by the TO Manager and the TO Contractor.
- Services may involve some evening and/or weekend hours performing planned system upgrades in addition to core business-day hours. Hours performing system upgrades would 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.

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.

- Microsoft Windows Server Enterprise 2008
- Microsoft SQL Server Standard Edition 2008
- Microsoft Active Directory
- Microsoft Office SharePoint Server 2007
- Microsoft Windows SharePoint Services
- Worldspace
- ASP.NET

- Microsoft Visual Studio
- Sophos Anti Virus
- Syncsort Backup Express
- 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 website is hosted at the MDE Headquarters Data Center. The Department of Information Technology (DoIT) through networkMaryland provides redundant connectivity to the Internet at a constant 10 Mbps; however, MDE has only one (1) path to the Internet through networkMaryland. MDE bandwidth will be increased to 20Mbps in September 2010.
- 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 A schema and inventory of all hardware and network equipment will be available in a reading room at MDE Headquarters, 1800 Washington Blvd., in Baltimore, MD 21230.
- 2.4.5 The Microsoft Office SharePoint for Internet 2007 software implementation is based on Microsoft's three stage topology, with development/test, staging, and production environments.
- 3.4.6 The Department of IT provides search functionality services via Google Search Appliances.

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

- 1) The transition period will begin immediately following Contract award on the date the TORFP NTP is issued. TO Contractor personnel that are identified as key staff are expected to be on-call according to the Service Level Agreement as outlined in Section 2.6 to perform ongoing troubleshooting, maintenance and support. The initial phase and operations and maintenance support will begin with the transition period and continue through the term of the Contract. Assigned staff will work closely with both State employees and Contractual staff during the transition period.
- 2) The State has planned for a 30 business-day transition period to complete verification and performance testing through a complete business cycle. The TO Contractor shall have a transition plan for preparation and readiness to provide maintenance and support services. This plan shall include receipt of MDE SharePoint website documentation from the incumbent to the TO Contractor. The TO Contractor shall use this as the basis for the subsequent implementation of its startup transition plan and as part of the transition performance period.
- 3) The TO Contractor's transition solution and period of performance shall commence with the date of the NTP. The TO Contractor shall submit the Final Transition Plan within 10 business days following the issuance of the NTP for transition. Upon acceptance of the plan, the plan is to be implemented in accordance with the timeframe specified in the TO Contractor's Final Transition Plan.

The transition solution shall include a Project Plan that addresses:

1. Staffing for support of SharePoint 2007, SQL Server, and .NET software expertise.
2. Communication between the TO Contractor, MDE, the Incumbent Contractor and other State contractors.
3. Security access and system connectivity.
4. Hardware, software and office administrative needs.
5. Training and orientation of the TO Contractor's staff on state applications.
6. Attaining working knowledge of standard operating procedures to support and maintain the www.mde.state.md.us Web Governance Plan, SOPs and the State's general business practices.
7. Attaining working knowledge of all technical and functional matters associated with the network and security architecture and system applications.
8. Attaining working knowledge of various utilities and software products used to support MDE's www.mde.state.md.us website.
9. Timing of transition; status reporting and meetings between MDE and various parties.
10. Demonstrate team's operational readiness to provide maintenance and support.

2.5.2 Baseline Operations and Maintenance Requirements

- 1) The TO Contractor shall provide technical staff with qualified software experience, web 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 includes web sites and applications that reside on the Production, Staging and Development/Test environments. Daily tasks will include software maintenance activities as well as graphics support for montage areas of the www.mde.state.md.us website and use of OOTB functions of SharePoint to streamline coordination of content for MDE.
- 2) The TO Contractor shall manage and support the information architecture and solution architecture in the MDE SharePoint Production, Staging and Development/Test environments, maintain disaster recovery, back-up and restore procedures, manage, monitor, and troubleshoot MDE SharePoint Technologies deployments, Monitor capacity and right-size the SharePoint environments, customize and extend the MDE SharePoint environment to meet MDE business goals, configure forms and Excel Services as required to support MDE's website.
- 3) 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.
- 4) The TO Contractor shall provide a single point of contact for administration of the project and configuration control of the systems. This person will 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.
- 5) 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

- 6) The TO Contractor shall replace, upgrade, patch or apply hot fixes as directed by MDE through the change control process to ensure that the SharePoint software and supporting hardware/software environment is up to date during the MDE designated maintenance window.
- 7) The TO Contractor shall provide monthly statistics using MDE provided reporting tools. The statistics must 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.
- 8) The TO Contractor shall provide staff with demonstrated web development experience in SharePoint 2007 for Internet, MS visual studio, SharePoint Designer C#, ASP.NET, JavaScript, HTML, CSS, XML, SQL Server, and Photoshop and 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. The TO Contractor shall recommend and with MDE approval apply new and emerging technologies to the web site and web page development process.

2.5.3 SharePoint Website Maintenance and Support

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

1) SharePoint Administration

- a. Web Application Support that includes installing new SharePoint releases.
- b. Web Application bug fixes reported via service request.
- c. MDE Internet ASP.NET and ASP Web Applications Support.
- d. MDE Intranet DotNet Web Application Support.
- e. 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 installing and configuring for the SharePoint 2010 upgrade related SharePoint environment resources.
- l. Provide management of users and roles — adding/deleting users to the system, assigning permissions, roles, access privileges.
- m. Manage automated content management workflow approval processes.

- n. Manage SharePoint alerts for e-mail notification 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) MS SQL Server 2008 Administration

- a. Install, Configure & Upgrade SQL Server 2008.
- b. Install SQL Server 2008 Service Packs (exp. SP2 and SP3).
- c. General Configuration Activities the SharePoint Web Environment including 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. Back up user databases.
- f. Restore user databases from backups.
- g. Memory Configuration.
- 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 for checking/testing backup jobs to ensure that back-ups successfully occur and establishing automatic notification of success or failure.
- n. Fix unexpected errors in SQL Server 2008 - Ex: The Execute method of job definition Microsoft.SharePoint.Search.Administration.SPSearchJobDefinition (ID 8717bf02-9689-49f3-af3d-2ce7d4132990) threw an exception. More information is included below.
- 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.

3) SharePoint 2007/2010 for Internet Development

- a. Develop custom Web Parts including any supporting application development using MS Visual Studio.Net 2005/2008.
- b. Create Windows SharePoint 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 support for implementation of web content migration scripts to load missing or deleted content.
- e. Provide site navigation and website architecture support to improve site usability.
- f. Provide web application development support.
- g. Provide Master Pages, Page Layouts, and SharePoint template library maintenance.
- h. Provide detailed documentation of changes.
- i. Provide SharePoint knowledge transfer to OIMT technical support personnel.

2.5.4 End-of-Contract Transition

- 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 contractor. Examples of these activities include a final project debriefing meeting, organization and hand-off of project materials, documentation, electronic media, any final reports, updated work plans, and final invoices. The TO Contractor shall ensure that all necessary knowledge and materials for the tasks completed is transferred to the custody of State personnel.
- 2) Completion of tasks and any unfinished work plan items.
- 3) Document any risk factors and suggested solutions.
- 4) All documentation and data is current and complete with a hard and soft copy in a format prescribed by the TO Manager.
- 5) Copies of any current daily and weekly back-ups as of the final date of the Contract.

2.5.5 Optional Tasks /Assignments–Time & Material / Work Order Based

(This will not be part of the Task Order RFP evaluation process.) (Limited to a maximum of 3000 hours over the life of the Task Order. This equates to approximately 15% of the Task Order value.)

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, small additions or enhancements to the MDE Internet SharePoint implementation and configurations and support for implementing legislative or department mandates. When this need occurs, MDE will issue a work order for the individual project assignment outlining the details of the assignment as known at that time.

The TO Contractor will 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 collect the pertinent requirements associated with the assignment and provide an updated work order estimate if required. The TO Contractor will be responsible for developing a requirements definition resulting from the review session(s), as a vehicle to verify, document, maintain and provide feed back on the results of each session.

The TO Contractor shall develop an implementation plan according to the MDE approved direction resulting from these review sessions, 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 Web Master.

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

1. Requirements Definition
2. Implementation Plan
3. Milestone Schedule
4. Testing Procedures
5. Documented Code

Example Tasks

- **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 should 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 of reducing MDE's Internet infrastructure's power consumption while maintaining performance.

2.6 SERVICE LEVEL AGREEMENT

The TO Contractor shall address system issues relating to SharePoint services according to predefined service levels. The State has the authority to establish and modify the priorities.

Level	Category	Description	Service Level
Priority 1	Severe Problem	A service, access, functionality is unavailable and no readily available alternative solution or workaround exists for established service levels	Notification to the TO Manager within 30 minutes; resolution within 2 hours(24 hours a day, 7 days a week)
Priority 2	Severe Problem	A service, access, functionality is unavailable but a readily available alternative solution or workaround does exist	Notification to the TO Manager within 30 minutes; work towards resolution within 4 hours (24 hours a day, 7 days a week)
Priority 3 and 4	Isolated Problem Degraded Performance Change Management Configuration Control	Limited to a few users; degraded application functionality, change management, configuration control	Notification to the TO Manager within 3 business days; work towards resolution (Monday through Friday, excluding State of Maryland holidays)

2.7 Deliverables

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

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

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

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

Upon receipt of a final deliverable, the TO Manager shall commence a review of the deliverable as required to validate the completeness and quality in meeting requirements. Upon completion of validation, the TO Manager shall issue to the TO Contractor notice of acceptance or rejection of the deliverables in an Agency Acceptance of Deliverable Form (Attachment 9) unless otherwise specified in this TORFP. In the event of rejection, the TO Contractor shall correct the identified deficiencies or non-conformities. Subsequent project tasks may not continue until deficiencies with a deliverable are rectified and accepted by the TO Manager or the TO Manager has specifically issued, in writing, a waiver for conditional continuance of project tasks. Once the State’s issues have been addressed and resolutions are accepted by the TO Manager, the TO Contractor will incorporate the resolutions into the deliverable and resubmit the deliverable for acceptance. Accepted deliverables shall be invoiced within 30 days in the applicable invoice format (Reference Section 2.10 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.

Section Reference	Deliverable	Due Date
2.5.1 – Milestone 1 Transition Period	1. Transition Plan.	1. NTP + 10 business days
	2. SharePoint CMS walk-thru with MDE.	2. NTP + 5 business days
	3. H/W, S/W, and Setup and review.	3. NTP + 10 business days
	4. Update System Administration Accounts.	4. NTP + 10 business days
	5. Backup Solution review.	5. NTP + 10 business days
	6. Standard Operating Procedures review.	6. NTP + 10 business days

Section Reference	Deliverable	Due Date
2.5.2 – Milestone 2 Baseline Operations and Maintenance Requirements	1. Perform activities as described in Section 2.5.2 of this TORFP. 2. Weekly/monthly status reports, usage, availability and security statistics. 3. Utilization Reporting and Analysis using SharePoint tools (as requested) 4. Compliance Reporting and Remediation using Worldspace (as requested) 5. Monthly Invoices 6. Monthly MBE Reports	Monthly maintenance and support to begin upon TO Contractor receipt of NTP.
2.5.3 – Milestone 3 SharePoint Website Maintenance and Support	1. Perform activities as described Section 2.5.3 of this TORFP. 2. Weekly/Monthly Status Reports. 3. Monthly Invoices 4. Monthly MBE Reports	Monthly maintenance and support to begin upon TO Contractor receipt of NTP.
2.5.4 – Milestone 4 End-of-Contract Transition	1. Perform end of contract activities as described in Section 2.5.4.	NTP + 30 days prior to end of contract.

2.8 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES

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

- The State’s System Development Life Cycle (SDLC) methodology
- The State’s Non-Visual Accessibility Policy
- The State Information Technology Security Policy and Standards
- The State Information Technology Project Oversight
- The State of Maryland Enterprise Architecture

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

2.9 MINIMUM QUALIFICATIONS

Personnel must meet the minimum requirements for experience and proficiency to be eligible for labor categories as outlined in section 2.10 of the CATS II Master Contract. The TO Contractor shall provide the resumes of all key

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 key projects participants proposed by the TO Contractor and either confirm the recommendations or request alternates.

2.6.4 PERFORMANCE EVALUATION

TO Contractor personnel will be routinely evaluated by the TO Manager 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, identifying the issue and the expected action(s) to correct the issue.

2.6.5 NON PERFORMANCE OF PERSONNEL

In the event that MDE is dissatisfied with the TO Contractor's personnel for not performing to the standards specified in Section 2.6.4, the TO Contractor personnel may be removed at the TO Manager's discretion. Replacement personnel must have qualifications equal to or greater than that of the non-performing person initially proposed and evaluated and accepted in the TO Agreement. The TO Manager will determine the amount of time the TO Contractor has to provide a replacement.

2.6.6 SUBSTITUTION OF PERSONNEL

The substitution of personnel procedures is as follows. The TO Contractor may not substitute personnel without the prior approval of MDE. To replace any personnel, the TO Contractor shall submit resumes of the proposed personnel specifying 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 must ensure that all MBE commitments remain in effect with any substitution of personnel.

2.10 INVOICING

Payment will only be made upon completion and acceptance of the deliverables as defined in Section 2.9 or the 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 II Master Contract. Invoices for payment shall contain the TO Contractor's Federal Tax Identification Number, as well as the information described below, and must be submitted to the TO Manager for payment approval. Payment of invoices will be withheld if a signed Acceptance of Deliverable form – Attachment 9, is not submitted.

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

2.10.1 INVOICE SUBMISSION PROCEDURE

The invoice submission procedure consists of the following requirements and steps. The invoice shall identify MDE as the TO Requesting Agency, deliverable description, associated TO Agreement number, date of invoice, period of performance covered by the invoice, and a TO Contractor point of contact with telephone number.

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

to the Department of Information Technology 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.

2.11 MBE PARTICIPATION REPORTS

Monthly reporting of MBE participation is required in accordance with the terms and conditions of the CATS II Master Contract by the 15th day of each month. The TO Contractor shall provide a completed MBE Participation form (Attachment 2, Form D-5) to the Department of Information Technology at the same time the invoice copy is sent. The TO Contractor shall ensure that each MBE Subcontractor provides a completed MBE Participation Form (Attachment 2, Form D-6). Subcontractor reporting shall be sent directly from the subcontractor to The Department of Information Technology. The Department of Information Technology 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 II TORFP must respond within the submission time designated in the Key Information Summary Sheet. Each Master Contractor is required to submit one of two possible responses: 1) a proposal along with a completed Master Contractor Feedback Form; or 2) a Master Contractor Feedback Form only. The feedback form helps the State understand for future contract development why Master Contractors did or did not submit proposals. The form is accessible via the CATS II Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu.

3.2 FORMAT

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

3.2.1 TECHNICAL PROPOSAL

a) Proposed Services

- 1) **Executive Summary:** A high-level overview of the Master Contractor's understanding of the background, purpose, and objectives of the TORFP. The Executive Summary shall summarize the Master Contractor's capabilities and experience, and summarize the proposed methodology and solution for achieving the objectives of the TORFP.
- 2) **Proposed Solution:** A detailed narrative of the Master Contractor's proposed methodology and solution for completing the requirements and deliverables in Section 2 - Scope of Work. This section should include a comprehensive schedule of tasks and estimated time frames for completing all requirements and deliverables, including any tasks to be performed by State or third party personnel.
- 3) **Work Breakdown Structure (WBS):** A matrix or table that shows a break down of the tasks required to complete the requirements in Section 2 - Scope of Work. The WBS should reflect the chronology of tasks without assigning specific time frames or start / completion dates. The WBS may include tasks to be performed by the State or third parties as appropriate, for example, independent quality assurance tasks. If the WBS appears as a deliverable in Section 2 – Scope of Work, the deliverable version will be a final version. Any subsequent versions should be approved through a formal configuration or change management process.
- 4) **Project or Work Schedule:** A Gantt or similar chart containing tasks and estimated time frames for completing the requirements in Section 2 - Scope of Work. The final schedule should come later as a deliverable under the TO after the TO Contractor has had opportunity to develop realistic estimates. The Project or Work Schedule may include tasks to be performed by the State or third parties as appropriate.
- 5) **Risk Assessment:** Identification and prioritization of risks inherent in meeting the requirements in Section 2 - Scope of Work. Includes a description of strategies to mitigate risks.
- 6) **Assumptions:** A description of any assumptions formed by the Master Contractor in developing the Technical Proposal. Master Contractors should avoid assumptions that counter or constitute exceptions to the CATS II Master Contract terms and conditions.
- 7) **Proposed Tools:** A description of any tools, for example hardware and/or software applications that will be used to facilitate the work.

- b) Proposed Personnel
 - 1) Identify and provide resumes for all proposed personnel by labor category. The resume should feature prominently the proposed personnel's skills and experience as they relate to the Master Contractor's proposed solution and Section 2 – Scope of Work.
 - 2) Certification that all proposed personnel meet the minimum required qualifications and possess the required certifications in accordance to Section 2.11.
 - 3) 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.
 - 4) Complete and provide, at the interview, Attachment 5 – Labor Classification Personnel Resume Summary.
 - c) MBE Participation
 - 1) Submit completed MBE documents Attachment 2 - Forms D-1 and D-2.
 - d) Subcontractors
 - 2) Identify all proposed subcontractors, including MBEs, and their roles in the performance of Section 2 - Scope of Work.
 - e) Master Contractor and Subcontractor Experience and Capabilities
 - 1) Provide up to three examples of projects or contracts the Master Contractor has completed that were similar to Section 2 - Scope of Work. Each example must include contact information for the client organization complete with the following:
 - a) Name of organization.
 - b) Point of contact name, title, and telephone number
 - c) Services provided as they relate to Section 2 - Scope of Work.
 - d) Start and end dates for each example project or contract. If the Master Contractor is no longer providing the services, explain why not.
 - 2) State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any entity of the State of Maryland. For each identified contract, the Master Contractor shall provide:
 - a) Name of organization.
 - b) Point of contact name, title, and telephone number
 - c) Services provided as they relate to Section 2 - Scope of Work.
 - d) Start and end dates for each example project or contract. If the Master Contractor is no longer providing the services, explain why not.
 - e) Dollar value of the contract.
 - f) Whether the contract was terminated before the original expiration date.
 - g) Whether any renewal options were not exercised.
- Note - State of Maryland experience can be included as part of Section E2 above as project or contract experience. State of Maryland experience is neither required nor given more weight in proposal evaluations.
- f) Proposed Facility
 - 1) Identify Master Contractor's facilities, including address, from which any work will be performed.
 - g) State Assistance
 - 1) Provide an estimate of expectation concerning participation by State personnel.

h) Confidentiality

- 2) A Master Contractor should give specific attention to the identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland. TO 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 FINANCIAL RESPONSE

Attachment 1 is provided as a separate Excel document to the TORFP. Formulas for calculations are already programmed into the applicable cells; only complete the cells which are highlighted in yellow.

The Master Contractor shall indicate on Attachment 1 the fully loaded hourly labor rate for each category. Proposed rates are not to exceed the rates defined in the Master Contract.

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 II TORFP. In making the TO Agreement award determination, the TO Requesting Agency will consider all information submitted in accordance with Section 3.

4.2 TECHNICAL PROPOSAL EVALUATION CRITERIA

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

- a) Offeror experience and capabilities
- b) Personnel designated and dedicated to perform the work
- c) Offeror's technical response to RFP requirements.

4.3 SELECTION PROCEDURES

- a) TO Proposals deemed technically qualified will have their financial proposal considered. All others will receive an email notice from the TO Procurement Officer of not being selected to perform the work.
- b) Qualified TO Proposal financial responses will then be reviewed and ranked from lowest to highest price proposed.
- c) The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment. In making this selection, technical merit 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 II TORFP

P.O. # U00P1400393

Item Number	Milestone	Line Item Cost
2.5.1	Milestone 1: Transition Period – Final Transition Plan (Total Milestone 1 Cost from Attachment 1A)	
2.5.2	Milestone 2: Baseline Operations and Maintenance (Total Milestone 2 Cost from Attachment 1B)	
2.5.3	Milestone 3: SharePoint Website Maintenance and Support (Total Milestone 3 Cost from Attachment 1B)	
2.5.4	Milestone 4: End of Contract Transition (Total Milestone 4 Cost from Attachment 1A)	
2.5.5	Milestone 5: Optional Tasks – Work Order Based (Total Milestone 5 Cost from Attachment 1B)	
	TOTAL EVALUATED COST:	

Authorized Individual Name

Company Name

Title

Company Tax ID #

Submit as a .pdf file with the Financial Response

ATTACHMENT 1A

PRICE PROPOSAL (FIXED PRICE) FOR CATS II TORFP

P.O. # U00P1400393

Item Number	Milestone	Deliverable	Item Description	Fixed Price Cost
2.5.1	Milestone 1: Transition Period	Deliverable 1-1	Final Transition Plan	
			Total Milestone 1 Cost:	
2.5.4	Milestone 4: End of Contract Transition	Deliverable 4-1	End of Contract Document	
			Total Milestone 4 Cost:	
			TOTAL COST MILESTONES 1 and 4:	

Authorized Individual Name

Company Name

Title

Company Tax ID #

Submit as a .pdf file with the Financial Response

ATTACHMENT 1B

PRICE PROPOSAL (TIME AND MATERIALS) FOR CATS II TORFP

P.O. # U00P1400393

LABOR CATEGORIES

Labor Categories	A	B	C
	Hourly Labor Rate	Total Class Hours	Evaluated Task Cost
(Master Contractor to insert Proposed labor categories for this TORFP)			
2.5.2 Baseline Operations and Maintenance Support			
Task Category #1 – Baseline Operations and Maintenance Tasks			
Insert Proposed Labor Category #1	\$		
Insert Proposed Labor Category #2	\$		
etc.	\$		
Task Category #1 Average Hourly Labor Rate: (Average Hourly Labor Rate = Sum Total of Task Category #1 Proposed Hourly Labor Rates divided by Total Number of Task Category #1 Proposed Labor Categories)	(TO Contract shall insert average hourly labor rate here)	1500	(TO Contractor shall multiply Total Class Hours by Average Hourly Labor Rate and insert value here)
2.5.3 SharePoint Website Maintenance and Support			
Task Category #1 – SharePoint Administration			
Insert Proposed Labor Category #1	\$		
Insert Proposed Labor Category #2	\$		
etc.	\$		
Task Category #1 Average Hourly Labor Rate: (Average Hourly Labor Rate = Sum Total of Task Category #1 Proposed Hourly Labor Rates divided by Total Number of Task Category #1 Proposed Labor Categories)	(TO Contract shall insert average hourly labor rate here)	1500	(TO Contractor shall multiply Total Class Hours by Average Hourly Labor Rate and insert value here)
Task Category #2 – MS SQL Server 2008 Administration			
Insert Proposed Labor Category #1	\$		
Insert Proposed Labor Category #2	\$		
etc.	\$		

Task Category #2 Average Hourly Labor Rate: (Average Hourly Labor Rate = Sum Total of Task Category #2 Proposed Hourly Labor Rates divided by Total Number of Task Category #2 Proposed Labor Categories)	(TO Contract shall insert average hourly labor rate here.)	1500	(TO Contractor shall multiply Total Class Hours by Average Hourly Labor Rate and insert value here)
Task Category #3 – SharePoint 2007/2010 for Internet Development			
Insert Proposed Labor Category #1	\$		
Insert Proposed Labor Category #2	\$		
etc.	\$		
Task Category #3 Average Hourly Labor Rate: (Average Hourly Labor Rate = Sum Total of Task Category #3 Proposed Hourly Labor Rates divided by Total Number of Task Category #3 Proposed Labor Categories)	(TO Contract shall insert average hourly labor rate here)	2500	(TO Contractor shall multiply Total Class Hours by Average Hourly Labor Rate and insert value here)
2.5.5 Optional Services – Work Order Based			
Task Category #1 – Misc SharePoint Web Tasks			
Insert Proposed Labor Category #1	\$		
Insert Proposed Labor Category #2	\$		
etc.	\$		
Task Category #1 Average Hourly Labor Rate: (Average Hourly Labor Rate = Sum Total of Task Category #1 Proposed Hourly Labor Rates divided by Total Number of Task Category #1 Proposed Labor Categories)	(TO Contract shall insert average hourly labor rate here)	3000	(TO Contractor shall multiply Total Class Hours by Average Hourly Labor Rate and insert value here)
Total Evaluated Cost:			

Authorized Individual Name

Company Name

Title

Company Tax ID #

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

SUBMIT AS A .PDF FILE WITH THE FINANCIAL RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

TO CONTRACTOR MINORITY BUSINESS ENTERPRISE

REPORTING REQUIREMENTS

CATS II TORFP # U00P1400393

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

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

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 1

CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT

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

In conjunction with the offer submitted in response to TORFP No. U00P1400393, I affirm the following:

1. I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of 15 percent and, if specified in the TORFP, sub-goals of 0 percent for MBEs classified as African American-owned and 0 percent for MBEs classified as women-owned. I have made a good faith effort to achieve this goal.

OR

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

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

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

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

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

Offeror Name

Signature of Affiant

Address

Printed Name, Title

Date

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 2

MINORITY BUSINESS ENTERPRISE PARTICIPATION SCHEDULE

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

TO Prime Contractor (Firm Name, Address, Phone)	Task Order Description
Task Order Agreement Number: U00P1400393	
List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	

USE ATTACHMENT D-2 CONTINUATION PAGE AS NEEDED

SUMMARY

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

Document Prepared By: (please print or type)

Name: _____ Title: _____

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 2

MINORITY BUSINESS ENTERPRISE PARTICIPATION SCHEDULE (CONTINUED)

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

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 3

OUTREACH EFFORTS COMPLIANCE STATEMENT

In conjunction with the bid or offer submitted in response to TORFP # U00P1400393, I state the following:

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

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

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

4. Offeror assisted MBEs to fulfill or to seek waiver of bonding requirements.
 (DESCRIBE EFFORTS)

 This project does not involve bonding requirements.

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

Offeror Name

By: _____
Name

Address

Title

Date

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

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 4

SUBCONTRACTOR PROJECT PARTICIPATION STATEMENT

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

Provided that _____ is awarded the TO Agreement in
(Prime TO Contractor Name)
conjunction with TORFP No. U00P1400393, it and _____,
(Subcontractor Name)

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

(Describe work to be performed by MBE):

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

By:

By:

Prime Contractor Signature

Subcontractor Signature

Name

Name

Title

Title

Date

Date

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

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 5

MINORITY BUSINESS ENTERPRISE PARTICIPATION TO CONTRACTOR PAID/UNPAID INVOICE REPORT

Report #: _____ Reporting Period (Month/Year): _____ Report is due by the 15th of the following month.	CATS II TORFP # U00P1400393 Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____
--	---

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

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

Return one copy of this form to the following address:

Wayne Petrush, TO Manager Maryland Department of the Environment 1800 Washington Boulevard Baltimore MD, 21230 wpetrush@mde.state.md.us	Roland Jones, TO Procurement Manager Maryland Department of the Environment Procurement Unit 1800 Washington Blvd Baltimore, MD 21230 rljones@mde.state.md.us
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Signature: _____ Date: _____

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 6

MINORITY BUSINESS ENTERPRISE PARTICIPATION SUBCONTRACTOR PAID/UNPAID INVOICE REPORT

Report #: _____ Reporting Period (Month/Year): __/_____ Report Due By the 15th of the following Month.	CATS II TORFP # U00P1400393 Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____	
MBE Subcontractor Name:		
MDOT Certification #:		
Contact Person:		
Address:		
City:	State:	ZIP:
Phone:	FAX:	
Subcontractor Services Provided:		
List all payments received from Prime TO Contractor during reporting period indicated above. 1. 2. 3. Total Dollars Paid: \$ _____	List dates and amounts of any unpaid invoices over 30 days old. 1. 2. 3. Total Dollars Unpaid: \$ _____	
Prime TO Contractor:		Contact Person:

Return one copy of this form to the following address:

Wayne Petrush, TO Manager Maryland Department of the Environment 1800 Washington Boulevard Baltimore MD, 21230 wpetrush@mde.state.md.us	Roland Jones, TO Procurement Manager Maryland Department of the Environment Procurement Unit 1800 Washington Blvd Baltimore, MD 21230 rljones@mde.state.md.us
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Signature: _____ Date: _____

SUBMIT AS REQUIRED TO CONTRACTOR MBE REPORTING REQUIREMENTS

ATTACHMENT 3 – TASK ORDER AGREEMENT

CATS II TORFP# U00P1400393 OF MASTER CONTRACT #060B9800035

This Task Order Agreement (“TO Agreement”) is made this ___ of _____, 2010 by and between _____(TO Contractor) and the STATE OF MARYLAND, Department of Information Technology.

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

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

“Agency” means the Department of Information Technology, as identified in the CATS II TORFP # U00P1400393

- a. “CATS II TORFP” means the Task Order Request for Proposals # U00P1400393, dated October 6, 2010, including any addenda.
- b. “Master Contract” means the CATS II Master Contract between the Maryland Department of Information Technology and TO Contractor dated June 1, 2009.
- c. “TO Procurement Officer” means. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
- d. “TO Agreement” means this signed TO Agreement between the Maryland Department of Information Technology and TO Contractor.
- e. “TO Contractor” means the CATS II Master Contractor awarded this TO Agreement, whose principal business address is _____ and whose principal office in Maryland is _____.
- f. “TO Manager” means Wayne Petrush of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
- g. “TO Proposal - Technical” means the TO Contractor’s technical response to the CATS II TORFP dated date of TO Proposal – Technical.
- h. “TO Proposal – Financial” means the TO Contractor’s financial response to the CATS II TORFP dated date of TO Proposal - Financial.
- i. “TO Proposal” collectively refers to the TO Proposal – Technical and TO Proposal – Financial.

2. Scope of Work

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

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

- a. The TO Agreement,
- b. Exhibit A – CATS II TORFP
- c. Exhibit B – TO Proposal-Technical
- d. Exhibit C – TO Proposal-Financial

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

3. Time for Performance

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS II TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of two years with 2 one-year renewal option, commencing on the date of Notice to Proceed and terminating on _____.

4. Consideration and Payment

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

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

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

By: Dinesh Gandhi, TO Procurement Officer

Date

Witness: _____

ATTACHMENT 4 – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

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

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

Date: _____ By: _____

(Authorized Representative and Affiant)

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 5 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY

INSTRUCTIONS:

1. Master Contractors must comply with all personnel requirements under the Master Contract RFP 060B9800035.
2. Only labor categories proposed in the Master Contractors Financial Proposal may be proposed under the CATS II TORFP process.
3. For each person proposed in any of the labor categories, complete one Labor Category Personnel Resume Summary to document how the proposed person meets each of the minimum requirements. This summary is required at the time of the interview.

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

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

ATTACHMENT 6 – DIRECTIONS
TO THE PRE-TO PROPOSAL CONFERENCE

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 (sample)

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS II Task Order Agreement # U00P1400393

Dear TO Contractor Contact:

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

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

Sincerely,

TO Procurement Officer

Task Order Procurement Officer

Enclosures (2)

cc: TO Manager

Procurement Liaison Office, Department of Information Technology

Project Management Office, Department of Information Technology

ATTACHMENT 8 – AGENCY RECEIPT OF DELIVERABLE FORM

I acknowledge receipt of the following:

TORFP Title: MDE Web Systems Support and Services

TO Agreement Number: # U00P1400393

Title of Deliverable: _____

TORFP Reference Section # _____

Deliverable Reference ID # _____

Name of TO Manager: Wayne Petrush

TO Manager Signature

Date Signed

Name of TO Contractor's Project Manager: _____

TO Contractor's Project Manager Signature

Date Signed

SUBMIT AS REQUIRED IN SECTION 2.7 OF THE TORFP.

ATTACHMENT 9 – AGENCY ACCEPTANCE OF DELIVERABLE FORM

Agency Name: Maryland Department of the Environment

TORFP Title: MDE Web Systems Maintenance and Support Services

TO Manager: Wayne Petrush – 410-537-3099

To:

The following deliverable, as required by TO Agreement # U00P1400393, has been received and reviewed in accordance with the TORFP.

Title of deliverable: _____

TORFP Contract Reference Number: Section # _____

Deliverable Reference ID # _____

This deliverable:

Is accepted as delivered.

Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

TO Manager Signature

Date Signed

ISSUED BY THE TO MANAGER AS REQUIRED IN SECTION 2.7 OF THE TORFP.

ATTACHMENT 10 – NON-DISCLOSURE AGREEMENT (OFFEROR)

This Non- Disclosure Agreement (the "Agreement") is made this ___ day of _____ 2010, by and between _____ (hereinafter referred to as "the OFFEROR ") and the State of Maryland (hereinafter referred to as " the State").

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS II TORFP # U00P1400393 for MDE Web Systems Support and Services. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to _____. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information described in Section 1.7 of the TORFP, OFFEROR agrees as follows:

1. OFFEROR will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received under Section 1.7, except in connection with the preparation of its TO Proposal.
2. Each employee or agent of the OFFEROR who receives or has access to the Confidential Information shall execute a copy of this Agreement and the OFFEROR shall provide originals of such executed Agreements to the State. Each employee or agent of the OFFEROR who signs this Agreement shall be subject to the same terms, conditions, requirements and liabilities set forth herein that are applicable to the OFFEROR.
3. OFFEROR shall return the Confidential Information to the State within five business days of the State's Notice of recommended award. If the OFFEROR does not submit a Proposal, the OFFEROR shall return the Confidential Information to the TO Procurement Officer, Maryland Department of the Environment on or before the due date for Proposals.
4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR'S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.
5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
6. This Agreement shall be governed by the laws of the State of Maryland.
7. OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than \$20,000 and/or imprisonment not exceeding 5 years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.
8. The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

OFFEROR: _____ BY: _____
NAME: _____ TITLE: _____
ADDRESS: _____

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

ATTACHMENT 11 – NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made as of this ____ day of _____, 2010, by and between the State of Maryland (“the State”), acting by and through its Maryland Department of the Environment (the “Department”), and _____ (“TO Contractor”), a corporation with its principal business office located at _____ and its principal office in Maryland located at _____.

RECITALS

WHEREAS, the TO Contractor has been awarded a Task Order Agreement (the “TO Agreement”) for MDE Web Systems Maintenance and Support Services TORFP No. U00P1400393 dated October 6, 2010, (the “TORFP” issued under the Consulting and Technical Services procurement issued by the Department of Information Technology, Project Number 060B9800035; and

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

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

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:

Maryland Department of the Environment:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

ATTACHMENT 12 – TO CONTRACTOR SELF-REPORTING CHECKLIST

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

Master Contractor:	
Master Contractor Contact / Phone:	
Procuring State Agency Name:	
TO Title:	
TO Number:	
TO Type (Fixed Price, T&M, or Both):	
Checklist Issue Date:	
Checklist Due Date:	
Section 1 – Task Orders with Invoices Linked to Deliverables	
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) _____	
Section 2 – Task Orders with Invoices Linked to Time, Labor Rates and Materials	
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) _____	
Section 3 – Substitution of Personnel	

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

D) Is the change management procedure being followed?

Yes No (If no, explain why) _____

ATTACHMENT 13 – LIVING WAGE AFFIDAVIT OF AGREEMENT

Contract No. _____

Name of Contractor _____

Address _____

City _____ State _____ Zip Code _____

If the Contract is Exempt from the Living Wage Law

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

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

If the Contract is a Living Wage Contract

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

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

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

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

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____ Title: _____

Witness Name (Typed or Printed): _____

Witness Signature & Date: _____

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
