

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

WEB SITE HOSTING

CATS TORFP PROJECT T00B0400001

DEPARTMENT OF BUSINESS & ECONOMIC DEVELOPMENT

ISSUE DATE: JULY 22, 2009

CONTENTS

SECTI	ON 1 - ADMINISTRATIVE INFORMATION	5
1.1	RESPONSIBILITY FOR TORFP AND TO AGREEMENT	5
1.2	TO AGREEMENT	5
1.3	TO PROPOSAL SUBMISSIONS	
1.4	ORAL PRESENTATIONS/INTERVIEWS	5
1.5	MINORITY BUSINESS ENTERPRISE (MBE)	
1.6	CONFLICT OF INTEREST	
1.7	NON-DISCLOSURE AGREEMENT	
1.8	LIMITATION OF LIABILITY CEILING	6
1.9	CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES ON 2 - SCOPE OF WORK	
2.1	PURPOSE AND BACKGROUND	
2.1.2		
2.1.3		
2.2	TECHNICAL REQUIREMENTS	
2.2.2		
2.2.3 2.2.4		
2.2.4		
2.2.3	CONTRACTOR EXPERTISE REQUIRED	
2.3	CONTRACTOR EAFERTISE REQUIRED	
2.5	INVOICING	10
2.6	REPORTING	
SECTI	ON 3 - TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS	
3.1	REQUIRED RESPONSE	
3.2	FORMAT	
	ON 4- PROCEDURE FOR AWARDING A TASK ORDER AGREEMENT	
4.1 4.2	EVALUATION CRITERIA TECHNICAL CRITERIA	
4.2 4.3	SELECTION PROCEDURES	
4.3	COMMENCEMENT OF WORK UNDER A TO AGREEMENT	
	CHMENT 1- PRICE PROPOSAL FORM	
	CHMENT 2 – TASK ORDER AGREEMENT	
ATTA	CHMENT 3 – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE	
ATTA	CHMENT 4 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY	
ATTA	CHMENT 5 – DIRECTIONS	
ATTA	CHMENT 6 – NOTICE TO PROCEED	
ATTA	CHMENT 7 – AGENCY RECEIPT OF DELIVERABLE FORM	
	CHMENT 8 – AGENCY ACCEPTANCE OF DELIVERABLE FORM	
	CHMENT 9 – NON-DISCLOSURE AGREEMENT (OFFEROR)	
	CHMENT 10 – NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)	
	CHMENT 11 – TO CONTRACTOR SELF-REPORTING CHECKLIST	

ATTACHMENT 12 – AGENCY ACCEPTANCE OF DELIVERABLE FORM	
ATTACHMENT 13: TO CONTRACTOR PERFORMANCE REVIEW FORM	40
EXHIBIT A	44

KEY INFORMATION SUMMARY SHEET

This Consulting and Technical Services (CATS) 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 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. All Master Contractors must complete and submit a Master Contractor Feedback form via the CATS web site regardless of whether a TO Proposal is submitted or not. The form is accessible via, your CATS Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu. In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS RFP issued by the Maryland Department of Budget and Management (DBM), Office of Information Technology (OIT) and subsequent Master Contract Project Number 050R5800338, including any amendments. Note, as of July 1, 2008, the CATS Master Contract is administered by the Maryland Department of Information Technology (DoIT), under BPO Number 060B9800029.

TORFP Title:	Web Site Hosting
Functional Area:	Functional Area 8 - Application Service Provider
TORFP Issue Date:	07/22/2009
Closing Date and Time:	08/24/2009 at 2:00 p.m.
TORFP Issuing Agency:	Department of Business & Economic Development
Send Questions and Proposals to:	Debi Chronister dchronister@choosemaryland.org
TO Procurement Officer:	Debi Chronister Office Phone Number: 410-767-2211 Office FAX Number: 410-767-2216
TO Manager:	Regina Tillery Office Phone Number: 410-767-3391 Office FAX Number: 410-333-6860
TO Project Number:	ADPICS Purchase Order Number T00B0400001
ТО Туре:	Fixed price
Period of Performance:	Three (3) years
MBE Goal:	0 percent
	This contract is strictly for web hosting and there are no subcontracting opportunities available.
Small Business Reserve (SBR):	Yes
Primary Place of Performance:	Awarded Contractor's Location
TO Pre-proposal Conference:	Thursday, August 6, 2009 @ 9:30 a.m. 17th Floor Conference Room, World Trade Center – Baltimore 401 East Pratt Street Baltimore, MD 21202 Must rsvp to <u>dchronister@choosemaryland.org</u> You must have valid driver's license to gain access to bldg See Attachment 5 for directions.

SECTION 1 - ADMINISTRATIVE INFORMATION

1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT

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

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

1.2 TO AGREEMENT

Based upon an evaluation of TO Proposal responses, a Master Contractor will be selected to conduct the work defined in Section 2 - Scope of Work. A specific TO Agreement, Attachment 2, 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 department of Business and Economic Development (DBED)'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 #T00B0400001. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS TORFP #T00B0400001 Technical". The second file will be the financial response to this CATS TORFP and titled, "CATS TORFP #T00B0400001 Financial". The following proposal documents must be submitted with required signatures as .PDF files with signatures clearly visible:

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

1.4 ORAL PRESENTATIONS/INTERVIEWS

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

1.5 MINORITY BUSINESS ENTERPRISE (MBE)

There are no minority business enterprise subcontracting opportunities on this solicitation.

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 401 E. Pratt Street, Baltimore, Maryland 21202. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement (Offeror) in the form of Attachment 9. 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 28(C) of the CATS Master Contract, the limitation of liability per claim under this TORFP shall not exceed the total TO Agreement amount established.

1.9 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES

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

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

SECTION 2 - SCOPE OF WORK

2.1 PURPOSE AND BACKGROUND

The Maryland Department of Business and Economic Development (DBED) is issuing this CATS TORFP to obtain the services of a TO Contractor to host and support a managed web environment, in terms of, a pre-production and a production environment for the Maryland Office of Tourism Development's website, VisitMaryland.org.

The TO Contractor shall provide all the hardware and software required by DBED to test, deploy, and maintain a website, including a pre-production test environment. For a similar model of the architecture described in the requirements, see Appendix 1.

The TO Agreement resulting from this TORFP solicitation will be for three (3) years from the date of Notice to proceed.

2.1.2 REQUESTING AGENCY BACKGROUND

The Maryland Office of Tourism Development's (OTD) mission is to maximize promotion of Maryland's tourism product and to position the State as a competitive destination-of-choice worldwide. Tourism is a vital industry that attracts more than 28 million visitors each year. In the past decade, the Web has emerged as the primary destination marketing tool for State Travel Offices. VisitMaryland.org, the Maryland Office of Tourism Development's website, received 1.2 million unique visitors in FY 2008 and is considered a critical channel of communication with the traveling public.

2.1.3 PROJECT BACKGROUND

DBED recognizes that 24x7x365 electronic access to *VisitMaryland.org* can improve dissemination of information and realize cost savings for itself, its travel partners, the traveling consumer, and the citizens of Maryland.

The *VisitMaryland.org* web presence consists of a set of web-based applications - website content, Microsoft SQL Server 2000 and 2005 databases, Microsoft Office SharePoint 2007, Cold Fusion 5 and required third party applications – developed to support the Office of Tourism Development.

VisitMaryland URL: http://visitmaryland.org

2.2 TECHNICAL REQUIREMENTS

The DBED requires a TO Contractor to provide dedicated, managed hosting services for a monthly flat rate charge.

2.2.1 REQUIREMENTS SUMMARY

- 1) The TO Contractor shall combine software, hardware, and networking technologies to offer dedicated and managed web hosting services to handle DBED specific requests as required herein.
- 2) The TO Contractor shall provide the following minimum requirements:
 - a) Tier II Data Center to house and host the VisitMaryland web presence (provide address of data center in technical proposal) and must include, at a minimum, the following;
 - i) Single path for power and cooling disruption, includes redundant components (N+1);
 - ii) Includes raised floor, UPS and generator;
 - b) 24 hours-by-7 days, year round customer support (excludes pre-scheduled maintenance);
 - c) The ability to provide redundant storage that maintains data integrity in instances of hardware/software failure;
 - d) The ability to back-up and restore application(s) and data;
 - e) Security to prevent unauthorized access;
 - f) Scalability of the hosting environment;

- g) Administrator-level access via Virtual Private Network (VPN) and Remote Desktop Protocol (RDP) to all dedicated servers; and
- h) 24 hours-by-7 days, year round (99.5%) application availability.

2.2.2 Detailed Requirements

- The TO Contractor shall provide all hardware, software, and software licenses required by DBED to test, deploy, and maintain a web presence, including a pre-production test environment. For a current model of the architecture see Appendix 1. The requirements for dedicated and managed hosting support and services provided by the TO Contractor shall include, but not be restricted to:
 - a) Environments:
 - i) Production
 - (1) The TO Contractor will provide a Production environment, accessible to the general public via HTTP/HTTPS and capable of supporting DBED applications. See Appendix 1 for a list of required applications.
 - ii) Pre-Production
 - (1) The TO Contractor shall provide DBED with a hosting environment for Pre-Production with exclusive, internal use for DBED, distinct from the Production environment that is available to all authorized users.
- 2) Hardware Requirements for Production and Pre-Production:
 - a) The TO Contractor shall provide a configured, load balanced, clustered, environment capable of supporting automatic failover of network and server hardware without user intervention that meets or exceeds the requirements set forth in Appendix 1.
 - b) The TO Contractor shall provide a scalable environment sufficient to support the current and anticipated requirements needed to run DBED web applications. For details on current and anticipated user activity, see Appendix 2.
- 3) Software Requirements:
 - a) The environments shall be configured to support DBED software and applications including Microsoft Windows Server 2000 and 2003, Microsoft SQL Server 2000 and 2005, Microsoft SharePoint Server 2007, and ColdFusion 5. See Appendix 1 for a complete list of required software and applications.
 - b) The TO Contractor shall supply all operating system (OS), relational database management systems (RDBMS), content management systems (CMS), and supporting software and licenses required to run applications in the environments. DBED will provide custom applications that will be migrated to the hosting environments.
 - c) The TO Contractor will maintain all TO Contractor supplied software including licensing, performance tuning, patches, upgrades, backup/restores, and security settings. The TO Contractor shall provide current versions of all TO Contractor-owned software and shall coordinate all updates with DBED technical staff. Software patches, updates, upgrades, and configuration changes will first be applied in the Pre-Production environment and tested thoroughly by DBED technical staff. Approval from the TO Project Manager is required prior to applying software patches, updates, upgrades, and configuration changes to the production environment.
- 4) Connectivity
 - a) The TO Contractor shall provide an end-to-end hosting environment infrastructure, utilizing state of the art network facilities and maximizing end user performance.
 - b) The TO Contractor shall provide adequate bandwidth to support peak threshold load levels to external Internet users and shall be able to scale to higher bandwidth as determined by DBED estimates of expected user activity (refer to Appendix 2).

- c) The TO Contractor shall make available, without additional charge, a secure Virtual Private Network (VPN) solution providing administrator-level access to all DBED dedicated hosted servers and ODBC compliant access to hosted databases. The VPN will be available 24x7 to authorized DBED technical and administrative staff. The TO Contractor will maintain VPN accounts including creating new accounts, deleting accounts, and other account maintenance as necessary.
- d) The TO Contractor shall identify and detail its VPN solution in the technical proposal.
- 5) Availability of Hosting Services
 - a) The proposal will establish a monthly availability of service for the specific project but in no case shall the availability of service fall below 99.5% of the total hours available in a calendar month.
 - b) Availability of Service is calculated on total hours per day (24) times the number of days in the calendar month (28, 29, 30, or 31). The result of this calculation is reduced by the number of hours of pre-scheduled down time the result is the net available hours. The net available hours multiplied by the established service availability percentage results in the total hours of availability. The difference between the total hours of availability and the actual hours of availability are lost hours. These lost hours shall be reimbursed to the State as a credit on the next available monthly bill. The lost hours rate shall be determined by calculating the current monthly hosting rate divided by the number of hours in the month.
 - c) The scheduled maintenance activities shall be approved, in advance, by the TO Project Manager. Also, the TO Contractor shall notify the TO Project Manager five (5) business days in advance of scheduled maintenance activities that might impact Internet and/or Web Hosting services. TO Contractor shall provide, in advance, a six (6) month schedule of routine maintenance activities, in addition to the stated maintenance notification requirement. The notice shall include, at a minimum, the reasons for the planned service outages, the scope of the outage, and its planned duration. Maintenance shall be scheduled during the period from 12:00 a.m. until 6:00 a.m. Eastern Time (Baltimore, Maryland). If the TO Project Manager is not notified of any planned outage, the provisions of the final, negotiated Service Level Agreement will be applied.
 - d) The TO Contractor shall provide backup and recovery services, at a minimum, to include: the configuration of online backup procedures, the configuration of export procedures, the configuration of import procedures, maintenance of archived data, scheduling of backups, monitoring of backup logs, and the recovery of databases with their required structures and objects.
- 6) Support of Hosted Environment
 - a) The Help Desk shall respond to an authorized contact from DBED requesting service within fifteen (15) minutes, during business days from 6:00 a.m. to 6:00 p.m., and at all other times within one (1) hour from contact.
 - b) The TO Contractor shall provide an Account Manager available by phone, fax, and e-mail. The Account Manager shall have a detailed knowledge of the managed environments, handle the service request flow and escalation, and provide a clear handoff to other support personnel when not available. Include Account Manager resume with the technical proposal.
 - c) Within three (3) business days from the contract award, the TO Contractor shall provide access to their technical support staff. The support staff shall be available 24 x 7 x 365 via a toll free telephone number for the purposes of obtaining technical support, troubleshooting, problem isolation, problem determination, and resolution of problems.
 - d) The TO Contractor shall provide a password protected issue-tracking system accessible 24 x 7 x 365 via the Internet that authorized personnel may access via Secure Socket Layer (SSL) to open trouble tickets and document the progress of the ticket status, escalations, and resolution. This tracking system shall contain, at a minimum, the following information:

- i) Contact Name
- ii) Date/Time Opened
- iii) Duration
- iv) Ticket Number
- v) Date/Time Resolved
- vi) Issue Type
- vii) Priority
- viii) Issue Summary
- ix) Resolution Summary
- e) The service restoration period shall begin when the site is not available in terms, of service or functionality and end when the site is restored in terms of service or functionality. The TO Contractor shall open and close a "trouble ticket" for all outages in order to document the progress of restoration of the service or functionality.
- f) The TO Project Manager shall be notified within one (1) hour, for either service non-availability or service restoration. This service restoration requirement applies to all services. If the problem cannot be resolved within the first hour, an hourly status report shall be given to the TO Project Manager by phone or email.
- g) The Master Contractor shall submit, with its technical proposal, a written procedure for reporting problem(s) or suspected problem(s) for the installed Web Hosting services. The TO Contractor shall submit written procedure updates to the TO Project Manager for review and approval when procedures change.
- h) The TO Contractor shall be responsible for the coordination of all repair activities with DBED, other appropriate State agencies, and contractors. The TO Contractor shall have coordination procedures for installation and repair, and provide written updates of these procedures to the TO Project Manager prior to the implementation.
- i) The TO Contractor shall provide authorized DBED staff with online remote access to a variety of relevant statistics and other information to measure the current and historical web site activity (a minimum of six (6) months of historical web site activity shall be available online). The following information, at a minimum, shall be available online:
 - i) Bandwidth Utilization
 - ii) Utilization Trends
 - iii) DNS Settings
 - iv) CPU Usage and Trends
 - v) Storage Capacity
 - vi) Unscheduled Outages the Number, Percent Downtime and Cause/Resolution
 - vii) Open Support Tickets the Number, Priority and Status
- 7) Disaster Recovery
 - The TO Contractor shall institute disaster recovery procedures that meet or exceed the standards established by the Department of Information Technology (DoIT) accessible at the following URL: <u>http://doit.maryland.gov/support/Documents/security_response/stateofmarylanddisasterplanning.pdf</u>
 - b) The TO Contractor should detail their data center disaster recovery policies and procedures in their technical proposal.
- 8) Privacy

- a) The TO Contractor shall institute privacy protections that meet or exceed the standards established by the Department of Information Technology (DoIT) accessible at the following URL: <u>http://doit.maryland.gov/about/Pages/PrivacyPolicy.aspx</u>
- b) The TO Contractor should detail their data center privacy policies and procedures in their technical proposal.
- 9) Security
 - a) The TO Contractor shall institute security measures that meet or exceed the standards established by the Department of Information Technology (DoIT) accessible at the following URL: http://doit.maryland.gov/support/Pages/SecurityPolicies.aspx
 - b) The TO Contractor shall secure and renew an annual VeriSign Security Certificate for the Production environment. While this Certificate is owned and held by DBED, it shall be purchased by the TO Contractor on behalf of DBED.
 - c) The TO Contractor should detail their data center security policies and procedures in their technical proposal.
- 10) Department Responsibilities
 - a) DBED technical staff will install, maintain, patch, upgrade, troubleshoot, and develop/alter the custom application code for the various applications that make up the *VisitMaryland.org* web presence.
 - b) DBED technical staff will review all software hardware maintenance activities proposed by the TO Contractor and provide acceptance testing of all changes in the Pre-Production environment. Successful completion of the acceptance testing is required prior to applying maintenance activities to the Production environment.
 - c) DBED administration and fulfillment staff will alter the content of the website, databases, and associated files as necessary to update and support the site.
 - i) Outages caused by DBED technical staff as part of administration and development will not count against the 99.5% availability requirement.

2.2.3 PROJECT APPROACH

- 1) Transition Project Initiation Phase
 - a) The TO Contractor shall attend and support a Kick-Off Meeting within 5 days of contract award with the DBED team to understand and communicate timeline(s) and known requirements. The TO Contractor shall provide a draft Transition Plan at the Kick-Off Meeting that incorporates a Work Breakdown Structure (WBS) and addresses activities required during the Transition Period to meet contractual requirements and bring the hosting environments online. The Transition Plan is a living document, and the TO Contractor shall update it as necessary for the contract to remain current. The Transition Plan will include:
 - i) Transition Schedule
 - (1) Using Microsoft Project 2003 or higher, the TO Contractor will provide a schedule of all transition activities and resources required to bring the hosting environments online.
 - (2) Schedule must clearly identify project phases and deliverables contained herein.
 - ii) Staffing
 - (1) The TO Contractor will provide resumes for all staff participating in the transition project.
 - b) Communication Management Plan
 - The TO Contractor will work with the TO Project Manager to provide a communication plan that specifies how project information will be communicated between the TO Contractor, the TO Project Manager, and required resources and stakeholders. The TO Contractor will provide an initial draft of the Communication Management Plan at the Kick-Off Meeting.

- ii) The Communication Plan is a living document and shall be updated as necessary by the TO Contractor and TO Project Manager for the information to remain current. So that the Communication Plan will be an effective tool, it shall include, at a minimum: Name, Title, Responsibility Area, Office Telephone Number, Mobile Telephone Number, and Email Address for the following:
 - (1) All staff assigned to this contract
 - (2) Corporate contact information
 - (3) Key State staff contact information
- iii) Key State staff contact information the TO Contractor shall have one designated point-of-contact for contractual issues, concerns, and general information, and the Communication Plan will identify that contact. The designated point-of-contact will have the status and experience to communicate and make decisions for the TO Contractor.
- iv) The Contingency Communication Plan shall include escalation procedures for all communications. For each hour that a corporate contact person cannot be reached, the next person higher in the TO Contractor's corporate organization shall be contacted. The TO Contractor shall keep this information current at all times during the contract.
- v) Other matters deemed important for the initiation phase.
- 2) Transition Project Planning Phase
 - a) The TO Contractor shall provide an Environment Design Review Document within ten (10) business days of the Kick-Off Meeting to the TO Project Manager. The Environment Design Review Document builds upon the technical solution proposed in the TO Contractor's technical response and details specific hardware/software configurations of the servers, routers, switches, firewalls, load balancers, connectivity, and software.
 - b) The TO Contractor shall provide an updated Communication Management Plan within ten (10) business days of the Kick-Off Meeting.
- 3) Transition Project Execution Phase
 - a) During the execution phase, the TO Contractor will:
 - i) Acquire, install, and configure all server and networking hardware and software necessary to support the requirements identified in this contract and detailed in the Environment Design Review Document.
 - ii) Setup necessary user accounts for VPN, servers, and ticketing systems and provide a list to the TO Project Manager.
 - iii) Support the migration of existing applications to the new hosting environments by providing technical support for:
 - (1) Operating System (OS), Relational Database Management System (RDBMS), and Content Management System (CMS) configuration changes;
 - (2) Connectivity issues, including VPN and server access; and
 - (3) Security settings, including firewall and server security configuration changes.
- 4) Acceptance Testing Phase
 - a) The purpose of the Acceptance Testing Phase is to validate the environment setup for meeting the requirements of this TORFP. DBED will provide an Acceptance Test Plan to verify the following objectives have been met:
 - i) Testing with migrated system applications and services, as appropriate;
 - ii) Confirm use of system in performing business processes;
 - iii) Verify performance of business critical functions;
 - iv) Verify business processes, data, services, security, and end-products;

- v) Verify all requirements of the TORFP have been met;
- vi) Confirm speed of performance; and
- vii) Document rate of errors or failures.
- b) During the Acceptance Test Phase, DBED will review and test the functionality of the migrated applications to ensure that the requirements of the TORFP have been met. During this phase, the system and services must perform at a level consistent with the performance specifications contained in the TORFP. Any system and services must be available for unrestricted use by DBED staff and other applicable users on an average effectiveness level of ninety-eight (98.0) percent or more for the given Acceptance Test Phase.
- c) The TO Contractor shall perform load testing to ascertain whether there are any performance issues and to validate the system is working as required in the TORFP. A report demonstrating adequate load capacity per the requirements herein is due to the TO Project Manager within five (5) business days from the beginning of the Acceptance Test Phase.
- d) Should DBED encounter performance problems or discover specifications have not been met by either the system or services, the TO Contractor shall be responsible for rectifying the performance problem or completing the specification to DBED satisfaction at no cost to DBED within 48 hours or as directed by the TO Project Manager.
- e) The TO Contractor shall provide a final Environment Design Review Document ten (10) business days prior to the "Go-live" date, including, but not limited to:
 - i) Documentation of technical environment; and
 - ii) Documentation of network/system environment & security architecture.
- f) Acceptance Criteria
 - i) All milestones are met;
 - ii) All deliverables are complete and approved; (Attachment 13 Deliverable Acceptance Form)
 - iii) DBED technical and administrative staff has verified all required business processes can be completed successfully; and
- 5) Progress Reporting
 - a) The TO Contractor shall submit a Weekly Progress Report to the recipients identified and in a format specified in the Communication Management Plan. The progress report shall contain, at a minimum, the following information:
 - i) Work accomplished during the reporting period;
 - ii) Deliverable progress, as a percentage of completion;
 - iii) Issues and risks; and
 - iv) Planned activities for the next reporting period.
 - b) A meeting with the TO Contract Manager, TO Project Manager and the TO Contractor will be held twice monthly to discuss the report and other necessary issues. The meetings will be held weekly if the TO Project Manager deems it necessary.
 - c) Additional meetings will be held as often as necessary to ensure smooth project implementation and management as requested by the TO Project Manager. All travel and related expenses (inclusive of any parking expenses) entailed in these meetings shall be TO Contractor expenses included in the fixed-price of this contract and shall not be a basis for any additional expense claim to this contract.
- 6) End of Contract Transition Period
 - a) The TO Contractor shall, at no additional cost to the State, assist DBED staff with transition activities to a new TO Contractor or back to the Department, if or when:

- i) A new contract is awarded and responsibility for this program is transferred to a new TO Contractor;
- ii) DBED assumes the duties as defined in this contract (brought in-house); or
- iii) DBED terminates this contract.
- b) The TO Contractor shall provide an End of Contract Transition Plan within thirty (30) days of being notified by the Department of a final contract end-date. The End of Contract Transition Plan shall contain, at a minimum, the following items:
 - i) Staffing assigned to transition concerns/issues;
 - ii) Security and system accesses;
 - iii) Schedule for completion of open service tickets, tasks, and any unfinished work plan items;
 - iv) Schedule and method, i.e. tape, disk, ftp, for delivering DBED owned applications and data to the new hosting entity;
 - v) Schedule for migrating DBED owned domain names to the new hosting entity;
 - vi) Document risk factors and suggested solutions; and
 - vii) Other matters deemed important for an efficient transition phase.

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 2000, Microsoft Project 2000 and/or Visio 2000.

Drafts of all final deliverables are required at least 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). 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). 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 2.5 Invoicing).

When presented for acceptance, a written deliverable defined as a final document must satisfy the scope and requirements of this TORFP for that deliverable. Final written deliverables shall not contain structural errors such as poor grammar, misspellings or incorrect punctuation, and 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.

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.

2.2.4 DELIVERABLE/ DELIVERY SCHEDULE

ID	Deliverables for 2.2.3	Expected Completion:
2.2.3.1	Kick-Off Meeting	NTP + 5 BD
2.2.3.2	Transition Plan (Initial Draft)	NTP + 5 BD
2.2.3.3	Communication Management Plan	NTP + 5 BD
2.2.3.4	Environment Design Review Document (Initial)	Kick-Off Meeting + 10 BD
2.2.3.5	Communication Management Plan (Updated)	Kick-Off Meeting + 10 BD
2.2.3.6	Load Testing Report	Acceptance Testing Start + 5 BD
2.2.3.7	Environment Design Review Document (Final)	10 BD Prior to Scheduled Production Date
2.2.3.8	Weekly Progress Report	Weekly for duration of transition
2.2.3.9	Bi-Weekly Status Meeting	Bi-Weekly for duration of transition
2.2.3.10	End of Contract Transition Plan	NOT + 30 BD
	NTP = Notice to Proceed BD = Business Day	NOT = Notice of Termination

2.2.5 REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES

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

- The State's System Development Life Cycle (SDLC) methodology
- 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 sub Contractors are to follow a consistent methodology for all TO activities.

2.3 CONTRACTOR EXPERTISE REQUIRED

- 1) The TO Contractor shall provide details of setting up and maintaining a Tier II data center and providing hosting services for high availability websites and web-based applications.
- 2) The TO Contractor will demonstrate the successful completion of at least two (2) similar hosting and transition projects for another Maryland State Governmental Agency. References from these agencies should be submitted with the TO Contractor's Technical Response.

2.4 CONTRACTOR MINIMUM QUALIFICATIONS

The following minimum qualifications are mandatory. The TO Contractor shall be capable of furnishing all necessary services required to successfully complete all tasks and work requirements and produce high quality deliverables described herein. The Master Contractor shall demonstrate, in its proposal, that it possesses such expertise in-house or has fostered strategic alliances with other firms for providing such services:

- 1) The TO Contractor shall be capable of furnishing all necessary services required to successfully complete all tasks and work requirements and produce high quality deliverables described herein.
- 2) The TO Contractor shall demonstrate, in its proposal, that it possesses such expertise in-house.
 - a) The offeror shall describe in detail how the proposed staff's experience and qualifications relate to their specific responsibilities as detailed in the work plan. The description shall include position titles, position in the organization, and functions of key personnel. Include individual resumes for the key personnel who are to be assigned to the project if the offeror is awarded the contract. Each resume shall include the amount of experience the individual has had relative to the work called for in this solicitation. Letters of intended commitment to work on the project shall be included in this section.
 - b) Substitutions of key personnel identified in the proposal will be allowable only with written approval from the TO Project Manager.
- 3) The offeror shall describe in detail how the proposed facility is best suited for DBED and the website *VisitMaryland.org*.

2.5 INVOICING

Payment will only be made on a monthly basis for 1/36th of the total contract amount.

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS Master Contract. Invoices for payment shall contain the TO Contractor's Federal Tax Identification Number, as well as the information described below, and must be submitted to the TO Manager for payment approval. Payment of invoices will be withheld if a signed Acceptance of Deliverable form – Attachment 8, 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.

2.5.1 INVOICE SUBMISSION PROCEDURE

This procedure consists of the following requirements and steps:

- A) The invoice shall identify the Department of Business & Economic Development 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.
- B) 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 Business & Economic Development at the following address:

World Trade Center – Baltimore 401 East Pratt Street 10th Floor Baltimore, Maryland 21202

C) 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.

2.6 **REPORTING**

The TO Contractor and the TO Requesting Agency shall conduct bi-weekly progress meetings. A weekly project progress report shall be submitted 1 day in advance prior to the discussion to the TO Manager and shall contain, at a minimum, the following information:

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

SECTION 3 - TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1 REQUIRED RESPONSE

Each Master Contractor receiving this CATS TORFP must respond within the submission time designated in the Key Information Summary Sheet. Each Master Contractor is required to submit one or two possible responses: 1) a proposal and/or 2) a completed Master Contractor Feedback form submitted electronically via the CATS web site explaining why the Master Contractor will not be submitting a proposal. The form is accessible via, your CATS 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 TORFP. A TO Proposal shall provide the following:

3.2.1 THE TECHNICAL PORTION OF THE TO PROPOSAL SHALL INCLUDE

- A) Proposed Services Work Plan
 - 1) Requirements: A detailed discussion of the Master Contractor's understanding of the work and the Master Contractor's capabilities, approach and solution to address the requirements outlined in Section 2.
 - 2) Assumptions: A description of any assumptions formed by the Master Contractor in developing the Technical Proposal.
 - 3) Risk Assessment: An assessment of any risks inherent in the work requirements and actions to mitigate these risks.
 - 4) Proposed Solution: A description of the Master Contractor's proposed solution to accomplish the specified work requirements.
 - 5) Proposed Tools: A description of all proposed tools that will be used to facilitate the work.
 - 6) Tasks and Deliverables: A description of and the schedule for each task and deliverable, illustrated by a Gantt chart. Start and completion dates for each task, milestone, and deliverable shall be indicated. The Gantt chart will form the baseline for task order monitoring, and will be updated weekly as part of progress reporting (see Section 2.6).
 - 7) Work Breakdown Structure: A detailed work breakdown structure and staffing schedule, with labor hours by skill category that will be applied to meet each milestone and deliverable, and to accomplish all specified work requirements.
 - 8) Acceptance Criteria: A statement acknowledging the Master Contractor's understanding of the acceptance criteria.
- B) Proposed Personnel
 - 1) Identify and provide resumes for all proposed personnel by labor category. The resume should highlight the proposed personnel's applicable responsibilities and accomplishments as they relate to the requirements of this TORFP.
 - 2) Certification that all proposed personnel meet the minimum required qualifications and possess the required certifications in accordance to Section 2.4.
 - 3) Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under this TO Agreement.
 - 4) Complete and provide, at the interview, Attachment 4 Labor Classification Personnel Resume Summary.

- C) Subcontractors
 - 1) Identify all proposed subcontractors, and their full roles in the performance of this TORFP Scope of Work.
- D) Master Contractor and Subcontractor Experience and Capabilities
 - 2) Provide three examples of projects that you have completed that were similar in scope to the one defined in this TORFP Scope of Work. Each of the three examples must include a reference, to be provided at the interview, complete with the following:
 - a) Name of organization.
 - b) Name, title, and telephone number of point-of-contact for the reference.
 - c) Type, and duration of contract(s) supporting the reference.
 - d) The services provided, scope of the contract and performance objectives satisfied as they relate to the scope of this TORFP.
 - e) Whether the Master Contractor is still providing these services and, if not, an explanation of why it is no longer providing the services to the client organization.
 - 3) 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 government entity of the State of Maryland. For each identified contract, the Master Contractor shall provide:
 - a) The State contracting entity.
 - b) A brief description of the services/goods provided.
 - c) The dollar value of the contract.
 - d) The term of the contract.
 - e) Whether the contract was terminated prior to the specified original contract termination date.
 - f) Whether any available renewal option was not exercised.
 - g) The State employee contact person (name, title, telephone number and e-mail address.

This information will be considered as part of the experience and past performance evaluation criteria in the TORFP.

- E) Proposed Facility
 - 1) Identify Master Contractor's facilities, including address, from which any work will be performed.
- F) State Assistance
 - 1) Provide an estimate of expectation concerning participation by State personnel.
- G) Confidentiality
 - A Master Contractor should give specific attention to the identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland. Contractors are advised that, upon request for this information from a third party, the TO Procurement Officer will be required to make an independent determination regarding whether the information may be disclosed.

3.2.2 THE FINANCIAL RESPONSE OF THE TO PROPOSAL SHALL INCLUDE

A description of any assumptions on which the Master Contractor's Financial Proposal is based (Assumptions shall not constitute conditions, contingencies, or exceptions to the price proposal); Attachment 1 - Completed Financial Proposal, including the proposed fixed cost per deliverable for a total price.

SECTION 4- PROCEDURE FOR AWARDING A TASK ORDER AGREEMENT

4.1 EVALUATION CRITERIA

The TO Contractor will be selected from among all eligible Master Contractors within the appropriate functional area responding to the CATS TORFP. In making the TO Agreement award determination, the TO Requesting Agency will consider all information submitted in accordance with Section 2.

4.2 TECHNICAL CRITERIA

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

- A) Technical proposals outline and Gantt chart with an emphasis on methodology and detail of proposal.
- B) Depth of knowledge that is portrayed in resumes of personnel assigned to the TORFP.
- C) Completeness and accuracy of response.

4.3 SELECTION PROCEDURES

- A) TO Proposals deemed technically qualified will have their financial proposal considered. All others will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.
- B) Qualified TO Proposal financial responses will 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 has greater weight than price.

4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT

Commencement of work in response to a TO Agreement shall be initiated only upon issuance of a fully executed TO Agreement, a Non-Disclosure Agreement (To Contractor), a Purchase Order, and by a Notice to Proceed authorized by the TO Procurement Officer. See Attachment 6 - Notice to Proceed (sample).

ATTACHMENT 1- PRICE PROPOSAL FORM

SAMPLE PRICE PROPOSAL FOR CATS TORFP # T00B0400001

Identification	Deliverable	Proposed Price
2.2.3.2	Transition Plan	
2.2.3.5	Communication Management Plan	
2.2.3.7	Environment Design Document	
2.2.3.6	Load Testing	
2.2.3.10	End of Contract Transition Plan	
	Hosting 7/1/09 - 6/30/10 (Year 1)	
	Hosting 7/1/10 - 6/30/11 (Year 2)	
	Hosting 7/1/11 - 6/30/12 (Year 3)	
	Total Proposed Fixed Price	

Authorized Individual Name

Company Name

Title

Company Tax ID #

SUBMIT AS A .PDF FILE WITH THE FINANCIAL RESPONSE

ATTACHMENT 2 – TASK ORDER AGREEMENT

CATS TORFP# T00B0400001 OF MASTER CONTRACT #060B9800035

This Task Order Agreement ("TO Agreement") is made this day of Month, 200X by and between Task Order Contractor (TO Contractor) and the STATE OF MARYLAND, Department of Business and Economic Development.

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

- 1. Definitions. In this TO Agreement, the following words have the meanings indicated:
 - a. "Agency" means the Maryland Department of Business and Economic Development (DBED), as identified in the CATS TORFP # T00B0400001.
 - b. "CATS TORFP" means the Task Order Request for Proposals # T00B0400001, dated July 22, 2009, including any addenda.
 - c. "Master Contract" means the CATS Master Contract between the Maryland Department of Budget and Management and TO Contractor dated _____.
 - d. "TO Procurement Officer" means Debi Chronister. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
 - e. "TO Agreement" means this signed TO Agreement between DBED and TO Contractor.
 - f. "TO Contractor" means the CATS Master Contractor awarded this TO Agreement, whose principal business address is ______ and whose principal office in Maryland is
 - g. "TO Manager" means Regina Tillery, or designee of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
 - h. "TO Proposal Technical" means the TO Contractor's technical response to the CATS TORFP dated August 24, 2009 Technical.
 - i. "TO Proposal Financial" means the TO Contractor's financial response to the CATS TORFP dated date of August 24, 2009 Financial.
 - j. "TO Proposal" collectively refers to the TO Proposal Technical and TO Proposal Financial.
- 2. Scope of Work
- 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supercede the Master Contract.
- 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
 - a. The TO Agreement,
 - b. Exhibit A CATS TORFP
 - c. Exhibit B TO 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 a dispute under this TO Agreement. Failure to agree to an adjustment under this Section shall be a dispute under the Disputes clause of the Master Contract. Nothing in this Section shall excuse the TO Contractor from proceeding with the TO Agreement as changed.
- 3. Time for Performance

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

- 4. Consideration and Payment
- 4.1 The consideration to be paid the TO Contractor shall be done so in accordance with the CATS TORFP and shall not exceed \$total amount of task order. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.
- 4.2 Payments to the TO Contractor shall be made as outlined Section 2 of the CATS TORFP, but no later than thirty (30) days after the Agency's receipt of an invoice for services provided by the TO Contractor, acceptance by the Agency of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.
- 4.3 Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is 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, Department of Business and Economic Development

_

_

By: Regina Tillery, TO Manager

Date

Witness: _____

ATTACHMENT 3 – 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 4 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY

INSTRUCTIONS:

- 1. Master Contractors must comply with all personnel requirements under the Master Contract RFP 050R5800338.
- 2. Only labor categories proposed in the Master Contractors Financial Proposal may be proposed under the CATS TORFP process.
- 3. For each person proposed in any of the labor categories, complete one Labor Category Personnel Resume Summary to document how the proposed person meets each of the minimum requirements. This summary is required at the time of the interview.

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

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

LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY (CONTINUED)

Proposed Individual's Name/Company:	How does the proposed individual meet each requirement?
LABOR CLASSIFICATION TITLE – (INS	ERT LABOR CATEGORY NAME)
Education: (Insert the education description from the CATS RFP from	
Section 2.12 for the applicable labor category.)	
Experience:	
(Insert the experience description from the CATS RFP from	
Section 2.12 for the applicable labor category.)	
Duties:	
(Insert the duties description from the CATS RFP from Section 2.12 for the applicable labor category.)	
Section 2.12 for the applicable factor category.)	

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

Contractor's Contract Administrator:

Signature

Proposed Individual:

Signature

Date

Date

SUBMIT WITH TECHNICAL PROPOSAL

$S \ensuremath{\mathsf{IGNATURE}}\xspace$ required at the time of the interview

ATTACHMENT 5 – DIRECTIONS

TO THE PRE-TO PROPOSAL CONFERENCE

Directions to the World Trade Center Building

Department of Business & Economic Development

401 E. Pratt Street

Baltimore, MD 21202

Baltimore Directions/Parking

From The North

Via I-95 South:

Follow I-95 through the Fort McHenry Tunnel (toll) to exit (I-395 North Downtown) After exiting the tunnel move into the left lanes and continue on I-395 to Conway Street Make a right on Conway Street and follow it to Light Street Make a left on Light Street, move to the center or right lane and continue to the traffic signal Make a right at the signal onto Pratt Street Follow Pratt Street for four blocks to the Inner Harbor The World Trade Center will be on your right as you approach Commerce Street

Via I-83:

Follow I-83 South until it merges with I-695 West

Continue on I-695 West/I-83 South for about one mile to exit 23-A (I-83 South Downtown) Proceed on I-83 South until the expressway ends at Exit 1 (Fayette Street), at which point the expressway becomes President Street Follow President Street for approximately three blocks to Lombard Street and make a right. Follow Lombard Street for approximately four blocks to the traffic signal (Commerce Street) and make a left Follow Commerce Street directly to Pratt Street and make a left The World Trade Center will be on your immediate right.

The world Hade Center will be on .

From the South

Via I-95 North: Follow I-95 North to Exit 53 (I-395 North, Downtown) Continue in the left or center lane Follow I-395 Conway Street and make a right Follow Conway Street to Light Street and make a left Move to the center or right lane and continue to the traffic signal Make a right at the signal onto Pratt Street Follow Pratt Street for four blocks to the Inner Harbor The World Trade Center will be on your right as you approach Commerce Street.

From the West

Via I-70 East: Take I-70 East to exit 9 (I-695, to Glen Burnie) Take I-695 to exit 11A (I-958 North Baltimore) Proceed on I-95 North to exit 53 (I-395 North Downtown) Continue in the left or center lane Follow I-395 Conway Street and make a right Follow Conway Street to Light Street and make a left Move to the center or right lane and continue to the traffic signal Make a right at the signal onto Pratt Street Follow Pratt Street for four blocks to the Inner Harbor The World Trade Center will be on your right as you approach Commerce Street

From the East

Take Route 50 to Route 97 Traveling North on Route 97, follow the signs to Baltimore continuing on Route 97 to I-695 Take I-695 West to I-95 Turn North following the signs on I-95 to Baltimore via exit 53 (I-395 North Downtown) After exiting, bear left, following the signs to the Inner Harbor Continue in the left or center lane Follow I-395 Conway Street and make a right Follow Conway Street to Light Street and make a left Move to the center or right lane and continue to the traffic signal Make a right at the signal onto Pratt Street Follow Pratt Street for four blocks to the Inner Harbor The World Trade Center will be on your right as you approach Commerce Street

Baltimore Inner Harbor Parking:

Central Parking

400 E. Pratt Street Baltimore, MD 21202 * Entrance on Gay St. and Lombard St.

Central Parking

300 E. Pratt Street Baltimore, MD 21202

Renaissance Harbor Place Parking Garage

202 E. Pratt Street Baltimore, MD 21202 * Entrance on South St. (make a left from Lombard St. or E. Pratt Street)

Lockwood Place Garage

124 Market Street Baltimore, MD 21202 * Entrance on Lombard St. and Market St.

ATTACHMENT 6 – NOTICE TO PROCEED

Month Day, Year

TO Contractor Name TO Contractor Mailing Address

Re: CATS Task Order Agreement #T00B0400001

Dear TO Contractor Contact:

This letter is your official Notice to Proceed as of Month Day, Year, for the above-referenced Task Order Agreement. Regina Tillery, TO Manager of the Department of Business and Economic Development will serve as your contact person on this Task Order. Ms. Tillery can be reached at (410) 767-3391 and rtillery@choosemaryland.org.

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

Sincerely,

Debi Chronister, C.P.M.

Task Order Procurement Officer

Enclosures (2)

cc: Regina Tillery

Procurement Liaison Office, Department of Information Technology Project Management Office, Department of Information Technology

ATTACHMENT 7 – AGENCY RECEIPT OF DELIVERABLE FORM

I acknowledge receipt of the following:	
TORFP Title: Website Hosting	
TO Agreement Number: #T00B040001	
Title of Deliverable:	
TORFP Reference Section #	
Deliverable Reference ID #	
Name of TO Manager: Regina Tillery	
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 1) OF THE TORFP.

ATTACHMENT 8 – AGENCY ACCEPTANCE OF DELIVERABLE FORM

Agency Name: Department of Business and Economic Development TORFP Title: Website Hosting

TO Manager: Regina Tillery (410) 767-3391

To:

The following deliverable, as required by TO Agreement #T00B0400001, 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 1) OF THE TORFP.

ATTACHMENT 9 – NON-DISCLOSURE AGREEMENT (OFFEROR)

This Non- Disclosure Agreement (the "Agreement") is made this _____ day of ______ 200_, by and between

(hereinafter referred to as "the OFFEROR ") and the State of Maryland (hereinafter referred to as "the State")

as " the State").

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS TORFP #T00B0400001 for Website Hosting. 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 Debi Chronister, Department of Business and Economic Development 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 10 – NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

THIS NON-DISCLOSURE AGREEMENT ("Ag	reement") is made as of this day of, 200_	,
by and between the State of Maryland ("the State"), acting by	y and through its Department of Business and Economic	
Development (the "Department"), and	("TO Contractor"), a corporation with its principal business	3
office located at an	d its principal office in Maryland located at	

RECITALS

WHEREAS, the TO Contractor has been awarded a Task Order Agreement (the "TO Agreement") for Website Hosting TORFP No. T00B0400001 dated release date for TORFP, (the "TORFP) issued under the Consulting and Technical Services procurement issued by the Department, Project Number 050R5800338; and

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

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

- Confidential Information means any and all information provided by or made available by the State to the TO Contractor in connection with the TO Agreement, regardless of the form, format, or media on or in which the Confidential Information is provided and regardless of whether any such Confidential Information is marked as such. Confidential Information includes, by way of example only, information that the TO Contractor views, takes notes from, copies (if the State agrees in writing to permit copying), possesses or is otherwise provided access to and use of by the State in relation to the TO Agreement.
- 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 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 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:

Department of Business and Economic Development:

Name:	Name:
Title:	Title:
Date:	Date:

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

ATTACHMENT 11 – TO CONTRACTOR SELF-REPORTING CHECKLIST

The purpose of this checklist is for CATS Master Contractors to self-report on adherence to procedures for task orders (TO) awarded under the CATS master contract. Requirements for TO management can be found in the CATS master contract RFP and at the TORFP level. The Master Contractor is requested to complete and return this form by the **Checklist Due Date** below. Master Contractors may attach supporting documentation as needed. Please send the completed checklist and direct any related questions to <u>contractoversight@doit.state.md.us</u> 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 No (If no, skip to Section 2.)		
B) Do TO invoices match corresponding deliverable prices shown in the accepted Financial Proposal?		
Yes No (If no, explain why)		
C) Is the deliverable acceptance process being adhered to as defined in the TORFP?		
Yes No (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 No (If no, explain why)		
B) Are labor rates the same or less than the rates proposed in the accepted Financial Proposal?		
Yes No (If no, explain why)		
C) Is the Master Contractor providing timesheets or other appropriate documentation to support invoices?		
Yes No (If no, explain why)		

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

C) Have any change orders been executed?
Yes No
(If yes, explain expected or actual impact on TO cost, scope, schedule, risk and quality)
D) Is the change management procedure being followed?
Yes No (If no, explain why)

ATTACHMENT 12 – AGENCY ACCEPTANCE OF DELIVERABLE FORM

Agency Name: Department of Business and Economic Development

TORFP Title: Web Site Hosting

TO Manager: rtillery@choosemaryland.org

To:

The following deliverable, as required by TO Agreement #T00B0400001, 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.

I

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 2.2.2 OF THE TORFP.

ATTACHMENT 13: TO Contractor Performance Review Form

Department of Business and Economic Development TO Contractor Performance Review

TO Contractor:

Review Period Start: Review Period End: Reviewer: Regina Tillery Reviewer Title: TO Manager

Performance Competencies

Section Weight: 100%

RATINGS

Low = Unsatisfactory Needs improvement Meets standards Exceeds standards High = Outstanding

Job Knowledge

Weight: 20%

	N/A	La	<i>w</i>		Hi	gh
Competent in required job skills and knowledge						
Exhibits ability to learn and apply new skills						
Keeps abreast of current developments						
Requires minimal supervision						
Displays understanding of how job relates to others						
Uses resources effectively						
Overall						

Overall

Judgment

Weight: 10%

Displays willingness to make decisions Exhibits sound and accurate judgment Supports and explains reasoning for decisions Includes appropriate people in decision making process Makes timely decisions

N/A Low

Overall

Communications

Weight: 20%

	N/A	Low		High
Expresses ideas and thoughts verbally				
Expresses ideas and thoughts in written form				
Exhibits good listening and comprehension				
Keeps others adequately informed				
Selects and uses appropriate communication methods				
Overall				

Planning & Organization

Weight: 10%

- Prioritizes and plans work activities
- Uses time efficiently
- Plans for additional resources
- Integrates changes smoothly
- Sets goals and objectives
- Works in an organized manner
- Overall
- Quality

N/A	Low		High

High

Weight: 10%

Demonstrates accuracy and thoroughness Displays commitment to excellence Looks for ways to improve and promote quality Applies feedback to improve performance Monitors own work to ensure quality

Overall

Dependability

Weight: 10%

Responds to requests for service and assistance Follows instructions, responds to management direction Takes responsibility for own actions Commits to doing the best job possible Keeps commitments

Meets attendance and punctuality guidelines

Overall

Customer Service

Weight: 10%

Displays courtesy and sensitivity

Manages difficult or emotional customer situations

Meets commitments

Responds promptly to customer needs

Solicits customer feedback to improve service

Overall

Quantity

N/A Low

N/A	Low		High

 \square \square \square \square \square \square \square \square \square

 \square

N/A Low

 \square

 \Box

 \square

 \Box

High

High

 \square

 \square

 \square

 \square

 \square

Weight: 10%

	N/A	Low		High
Meets productivity standards Completes work in timely manner				
Strives to increase productivity Works quickly				
Achieves established goals Overall				
	N/A	Low		High
Summary				

TO Contractor Acknowledgment

I have reviewed this document and discussed the contents with my manager. My signature means that I have been advised of my performance status and does not necessarily imply that I agree with the evaluation.

I hereby certify that the evaluation meeting took place on this date.

I have received and reviewed a copy of my job description from my supervisor on this date

TO Contractor Signature/Date

Reviewer Comments

TO Manager Signature/Date

TO Procurement Signature/Date

EXHIBIT A

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

of Employee or Agent	Signature	Date
		·