



**CONSULTING AND TECHNICAL SERVICES II
TASK ORDER REQUEST FOR PROPOSALS (TORFP)
DEPARTMENT OF BUSINESS & ECONOMIC
WEB DEVELOPMENT, MAINTENANCE AND SUPPORT
CATS II TORFP # T00B2400001**

**DEPARTMENT OF BUSINESS & ECONOMIC DEVELOPMENT (DBED)
SMALL BUSINESS RESERVE
ISSUE DATE: 04/16/2012**

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KEY INFORMATION SUMMARY SHEET

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

TORFP Title:	DBED Web Development, Maintenance and Support
Functional Area:	Web and Internet Systems (Functional Area 2)
TORFP Issue Date:	4/16/2012
TO Pre-Proposal Conference	Maryland Department of Economic Business & Economic World Trade Center – Baltimore 401 East Pratt Street, Baltimore, MD 21202 4/25/2012 Meeting Room Location - 17 th Floor Conference Room See Attachment 6 for directions
Proposals Due:	5/7/2012 at 2:00 p.m.
Oral Presentations:	Maryland Department of Economic Business & Economic 6/18 thru 6/22/2012 Meeting Room Location 10 th Floor Conference Room
Anticipated Contract Start	7/16/2012
TORFP Issuing Agency:	Maryland Department of Economic Business & Economic Development – Information & Technology Management
Send Questions and Proposals to:	Brenda Lee - bslee@choosemaryland.org All questions must be received no later 4/30/2012
TO Procurement Officer:	Brenda Lee – bslee@choosemaryland.org Office Phone Number: 410-767-2345 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: T00B2400001
TO Type:	Time and Material
Period of Performance:	1 year & 10 months Contract (beginning on NTP – July 16, 2012 – May 31, 2014)
MBE Goal:	35 percent
MBE Subcontractor Participation Goal:	15 percent (7 Percent African American Owned/8 Percent Women Owned)
Small Business Reserve Designated :	Yes
Primary Place of Performance:	World Trade Center – 401 East Pratt Street Baltimore, MD 21202

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 (TOA) scope issues, and for authorizing any changes to the TOA.

The TO Manager has the primary responsibility for the management of the work performed under the TOA; 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 TOA, Attachment 3, will then be entered into between the State and the selected Master Contractor, which will bind the selected Master Contractor (TO Contractor) to the contents of its TO Proposal, including the price proposal.

1.3 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the date and exact time stated in the Key Information Summary Sheet above. The date and time of submission is determined by the date and time of arrival in the TO Procurement Officer's e-mail box. The TO Proposal is to be submitted via e-mail as two attachments in MS Word 2007 or later format. The "subject" line in the e-mail submission shall state the TORFP #T00B2400001. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS II TORFP #T00B2400001 Technical". The second file will be the financial response to this CATS II TORFP and titled, "CATS II TORFP #T00B2400001 Financial." The total size of both files must not exceed 10MB for the email to comply with Agency's email size limit. The following proposal documents must be submitted with required signatures as .PDF files with signatures clearly visible:

- Attachment 1 – Price Proposal
- Attachment 2 - MBE Form D-1 [Certified MBE Utilization and Fair Solicitation Affidavit] (**Submit form with the Technical Proposal**)
- Attachment 4 - Conflict of Interest and Disclosure Affidavit (**Submit with the Technical Proposal**)
- Attachment 13 – Living Wage Affidavit of Agreement (**Submit with Technical Proposal**)

1.4 PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference will be held on April 25, 2012 beginning at 10:00 A.M. on the 17th Floor Conference Room, Department of Business and Economic Development, 401 E. Pratt Street, Baltimore, Maryland 21202. Attendance at the Pre-Proposal Conference is not mandatory, but information presented may be significant. All interested prospective Offerors are encouraged to attend in order to facilitate better preparation of their proposals. In addition, attendance may facilitate the Offeror's understanding and ability to meet the State's Minority Business Enterprise (MBE) goals.

As promptly as is practicable, subsequent to the Conference and in accordance with State Finance and Procurement Article 13-210(a) of the Annotated Code of Maryland, a summary of the Conference and all questions and answers known at that time will be distributed, free of charge, to all prospective Offerors.

If any individual interested in attending the Conference is in need of sign language interpretation or other special accommodations due to disability, it is requested that a minimum of five (5) working days advance notice be provided. DBED will make reasonable effort to provide such special accommodation.

1.5 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.

1.6 MINORITY BUSINESS ENTERPRISE (MBE)

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

A minority business enterprise subcontractor participation total goal of thirty-five percent (35%) has been established for this solicitation. A sub-goal of seven percent (7%) of the total contract dollar amount is to be allocated to certified minority business enterprises classified as African-American owned businesses and a sub-goal of eight percent (8%) allocated to certified minority business enterprises classified as women owned businesses.

1.7 CONFLICT OF INTEREST

The TO Contractor awarded the TO Agreement shall provide IT technical and/or consulting services for State agencies or component programs within 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.

1.8 NON-DISCLOSURE AGREEMENT

Certain system documentation may be available for potential Offerors to review at a reading room at 401 East Pratt Street, Baltimore, Maryland. 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 TOA in order to fulfill the requirements of the TOA. 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.

1.9 LIMITATION OF LIABILITY CEILING

Pursuant to Section 27 (C) of the CATS II Master Contract, the limitation of liability in the aggregate under this TORFP shall not exceed the total TOA amount.

1.10 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES

The Department of Information Technology (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.

SECTION 2 - SCOPE OF WORK

2.1 PURPOSE

The DBED is issuing this CATS II TORFP in order to obtain proposals to meet DBED's requirements for expertise, labor, and supervision for enterprise services. Specifically, DBED seeks to obtain the services required for Internet/Intranet web application maintenance and support as more fully described in this CATS II TORFP. All maintenance and support work under this contract will be initiated via a Project Request (PR) process outlined in Section 2.5.

2.2 REQUESTING AGENCY BACKGROUND

DBED's purpose and function are to stimulate private investment in the State, create and retain jobs, attract new businesses to Maryland, encourage the retention and expansion of existing companies, and provide enterprises in Maryland with workforce training and financial assistance through its various programs. The Department heralds the advantages of doing business in Maryland and promotes local products and services both at home and abroad to spur economic development, international trade, and tourism. The Department also supports the arts, television and film production, and sporting and other special events as part of its mission to market the state as an ideal location in which to live, work and play.

2.3 ROLES AND RESPONSIBILITIES

TO Manager: The TO Manager will submit a Project Request form (see Attachment 8) to the TO Contractor for work requested for all work types. The Project Request form is the artifact that forms the basis of all work to be performed under this Task Order. The TO Manager will manage the assigned staff, assign work, reconcile work hours reported, and act as a point of contact for the TO Contractor Manager.

TO Contractor: The TO Contractor acts as the point of contact with the TO Manager, resolves any issues with Contractor staff, and manages the Project Request process on the Contractor side. The TO Contractor awarded this TORFP shall be responsible for performing subtasks that will fall under the work types listed within the solicitation in Section 2.4. For each Project Request, the selected TO Contractor shall propose its recommended solution along with the estimated time for completion, resources (i.e. labor categories), estimated hours and estimated cost based on established labor rates and hours. For all subtasks that will exceed twenty hours to complete, the selected TO Contractor shall submit a work schedule that includes tasks and milestones and their estimated completion dates along with the Project Request form. The TO Contractor shall have a single point of contact to act as liaison between the TO Contractor and the State, provide oversight of operations, receive PR's, authorize work for the TO Contractor staff, receive evaluation forms and address any necessary remediation plans.

TO Contractor Personnel: TO Contractor Personnel assigned to a particular PR shall be required to possess the skills necessary to successfully complete each Project Request to the satisfaction of DBED. Each Project Request will be a subtask of the work types listed in Section 2.4. Minimum qualifications are specified in Sections 2.10 of this document. TO Contractor Personnel are required to follow State policies in regard to security standards, nonvisual access, and the State of Maryland's System Development Life Cycle (SDLC).

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, current and where applicable, previous versions of Microsoft SharePoint software, Microsoft .NET web development, SQL server administration and programming, HTML, CSS, XML, Windows Server administration, Javascript including using Javascript for mapping, Flex programming for mapping, experience with Google maps API, Photoshop, and Wordpress development. Staff shall have web development skills and experience in translating application requirements into web pages too serve as either as standalone site elements or web based applications. Support for shared services includes but is not limited to www.choosemaryland.org and www.visitmaryland.org.

2.4 REQUIREMENTS

At a minimum, the work to be accomplished by the TO Contractor Personnel under this TORFP via approved Project Request shall consist of the following:

2.4.1 **Work Type 1: Internet/Intranet Website/Application: Enhancements, Maintenance, and Support**

2.4.1.1 TO Contractor shall develop or assist in the development of websites or applications based on the DBED's current Microsoft Office SharePoint Server (MOSS) standards.

Tasks:

- i. TO Contractor shall, in conjunction with DBED staff, conduct requirement development session(s) where a review of the current "As-is" environment shall be analyzed and the requirements for the desired "To-be" are developed and documented in a Functional Requirements Document.
- ii. TO Contractor shall design and implement websites or applications appropriate to the requirements outlined by DBED staff in the "Description of Enhancement" Section of the PR for Work Type 1. The "Description of Enhancement" Section will reflect the requirements gathered as outlined in item i above.
- iii. TO Contractor shall provide the project management plan, requirement document, design document and testing plan in accordance with Maryland SDLC. Where applicable, the TO Contractor shall develop and perform unit and system testing of the website or application. User acceptance testing and final acceptance testing will be performed by DBED personnel.
- iv. TO Contractor shall review a website or application identified on the approved PR with DBED personnel.
- v. TO Contractor shall document code and provide to DBED that code documentation and any other relevant documentation with respect to each website or application.
- vi. TO Contractor shall provide ongoing training and knowledge transfer to DBED personnel designated by the TO Manager.
- vii. TO Contractor shall comply with Maryland's Security standards and Maryland Nonvisual Access standards as per Section 2.7.

Process:

See Section 2.4.10 for the process to develop MOSS Internet/Intranet Website/Application enhancements, maintenance, and support.

2.4.1.2 TO Contractor shall develop or assist in the development of ESRI Graphical Information Service (GIS) web applications.

Tasks:

- i. TO Contractor shall conduct application review sessions.
- ii. TO Contractor shall design and implement GIS web application to meet DBED's requirements.
- iii. TO Contractor shall provide the Project Management Plan, a project schedule, requirements document, design document and testing plan in accordance with Maryland SDLC.
- iv. TO Contractor, in conjunction with DBED personnel, shall develop and test each GIS website or application. DBED will perform final acceptance testing.
- v. TO Contractor shall review each GIS web application with the TO Manager or her designee and shall submit an Acceptance Form for signature and approval.
- vi. TO Contractor shall document application code and provide that code documentation and any other relevant documentation to DBED.

- vii. TO Contractor shall provide training and knowledge transfer for DBED personnel designated by the TO Manager.

Process:

See Section 2.4.10 for the process to develop GIS enhancements, maintenance, and support or upgrade of the application.

2.4.1.3 TO Contractor shall provide assistance as needed with DBED's Intranet.

Tasks:

- i. TO Contractor shall conduct review sessions.
- ii. TO Contractor shall design and implement Intranet enhancements appropriate to requirements.
- iii. TO Contractor shall provide the project plan, requirement document, design document and testing plan in accordance with Maryland SDLC.
- iv. TO Contractor, in conjunction with DBED staff, shall develop and test the solutions for the Intranet. DBED will perform final acceptance testing.
- v. TO Contractor shall review Intranet web pages with DBED personnel designated by the TO Manager.
- vi. TO Contractor shall document code and provide that code documentation any other relevant documentation to DBED.
- vii. TO Contractor shall provide training and knowledge transfer to DBED personnel designated by the TO Manager.

Process:

See Section 2.4.10 for the process to develop Intranet enhancements, maintenance, and support.

2.4.2 Work Type 2: Authentication using Active Directory

2.4.2.1 TO Contractor shall research, document, recommend and implement authentication procedures for MOSS Content Management System, IIS and current Operating System.

Tasks:

- i. TO Contractor shall research and document programming and configuration related issues occurring within the DBED system.
- ii. TO Contractor shall prepare and deliver to DBED programming and configuration standard documentation of its systems.
- iii. TO Contractor shall prepare and deliver to DBED design documents and testing documents for the implementation of configurations based on the selected standards for Active Directory Authentication within DBED's current environment.
- iv. TO Contractor shall implement configurations based on the selected standards for Active Directory Authentication within DBED's current environment and perform unit and system tests.
- v. TO Contractor shall provide any other relevant documentation to DBED.

Process:

1. See Section 2.4.10 for the process to develop Web Analytics enhancements, maintenance, and support or upgrade of the application.
2. As part of step 2 of Section 2.4.10, TO Contractor shall also perform the following task.
 - a. Upon completion of the review sessions, TO Contractor shall submit a document detailing the TO Contractor's plan for upgrading the integration between MOSS and Microsoft active Directory

2.4.3 Work Type 3: Assist in MOSS Content Management Development

2.4.3.1 TO Contractor shall provide MOSS Site Planning and Design.

Tasks:

- i. TO Contractor shall assist with planning and design of new MOSS sites/applications.
- ii. TO Contractor shall assist with the creation of functional requirements documentation.

Process:

See Section 2.4.10 for the process to develop MOSS site Planning and Design enhancements, maintenance, and support or upgrade of the application.

2.4.3.2 TO Contractor shall provide MOSS programming and implementation applications.

Tasks:

- i. TO Contractor shall assist with developing workflows and templates.
- ii. TO Contractor shall assist with database and application server integration as per specific PR.
- iii. TO Contractor shall assist deployment by providing deployment scripts and documentation for deployment scripts. The deployment scripts and documentation will be used by DBED personnel to perform deployment.
- iv. TO Contractor shall provide training and knowledge transfer to DBED personnel designated by the TO Manager.

Process:

See Section 2.4.10 for the process to develop MOSS programming and implementation enhancements, maintenance, and support or upgrade of the application.

2.4.4 Work Type 4: Conduct Application security assessments and remediation

2.4.4.1 TO Contractor shall review custom web applications for potential security breaches.

Tasks:

- i. TO Contractor shall review application design and code to confirm that industry best practices in regards to security were followed in the development of DBED custom web applications.
- ii. TO Contractor shall determine if any web pages can be accessed without a user first logging into the application.
- iii. TO Contractor shall determine whether web pages and content are accessible after a user has logged out of the page.
- iv. TO Contractor shall ensure that security roles are designed, coded properly, and comply with State of Maryland Security policies.
- v. TO Contractor shall ensure that code cannot be viewed from the front end of the application.
- vi. TO Contractor shall ensure session variables are used and that cookies are not used. Cookies are not permitted on site.
- vii. TO Contractor shall ensure users only have access to specific areas of the web application based on user roles and security.

Process:

1. See section 2.4.10 for the process to perform security assessment
2. As part of step 2 of Section 2.4.10, TO Contractor shall also perform the following task:
 - a. Upon completion of the review sessions, TO Contractor shall submit a document detailing any security risks identified with the custom web applications.

2.4.4.2 TO Contractor shall provide recommendations for remediation of potential security risks within custom web applications

Tasks:

- i. TO Contractor shall document recommended security remediation strategies resulting from the application review

Process:

1. See section 2.4.10 for the process for recommending remediation strategies to risks identified during security assessment
2. As part of step 2 of Section 2.4.10, TO Contractor shall also perform the following task:
 - a. Upon completion of the review sessions, TO Contractor shall submit a document detailing remediation strategies and best practices for DBED moving forward. This document shall identify the potential risks for the security breaches identified if not remediated

2.4.4.3 TO Contractor shall implement approved recommended remediation of potential security risks.

Tasks:

- i. TO Contractor shall implement approved security remediation or oversee the implementation of the approved security remediation to the assigned application.

Process:

See Section 2.4.10 for process of implementing approved remediation strategies.

2.4.4.4 TO Contractor shall review various custom DLL's for potential security breaches. The TO shall determine if the custom DLL's were developed using best security coding practices in accordance to IEEE coding security protocol.

Tasks:

- i. TO Contractor shall conduct code review to ensure no malicious code is present or being used.
- ii. TO Contractor shall ensure code transactions do not introduce security issues.

Process:

1. See Section 2.4.10 for process.
2. As part of step 2 of Section 2.4.10, TO Contractor shall also perform the following task:
 - a. Upon completion of the review sessions, TO Contractor shall submit a document detailing any security risks identified with the custom DLLs.

2.4.5 Work Type 5: Research and Recommendations on new Web technology

2.4.5.1 TO Contractor shall provide recommendations and documented standards and develop configurations for IIS, Operating System, .Net and Java platforms.

Tasks:

- i. TO Contractor shall conduct review sessions.
- ii. TO Contractor shall research and document programming and configuration related issues.
- iii. TO Contractor shall preparing programming and configuration standard documentation.

Process:

See Section 2.4.10 for process.

2.4.5.2 TO Contractor shall assist in the research, documentation and implementation of the most cost effective and technologically efficient method for cryptographic protocols that will provide the required level of communication security over the Internet.

Tasks:

- i. TO Contractor in conjunction with DBED Network Security and Application development staff shall conduct JAD sessions, that will review current encryption protocols employed on DBED websites for communication over the internet
- ii. TO Contractor shall prepare requirements definition document in compliance with Maryland SDLC.
- iii. TO Contractor shall research and document programming related issues.
- iv. TO Contractor shall prepare programming standard documentation.
- v. TO Contractor shall prepare design document for the implementation of the cryptographic protocols in compliance with Maryland SDLC.
- vi. TO Contractor shall implement the cryptographic protocols.

Process:

1. See Section 2.4.10 for process. For steps 2-6 in Section 2.4.10, replace information with bullets 2, 3, 4, 5, and 6 given here.
2. The TO Contractor shall identify and document any programming related issues that may be associated with the development of new applications or re-programming existing applications, and shall deliver that documentation to DBED.
3. The TO Contractor shall also identify and document any additional configuration issues that may arise as a result of implementing the use of cryptographic protocols.
4. The TO Contractor shall prepare and deliver to DBED cryptographic protocols standards that will be used for future DBED projects.
5. The TO Contractor shall prepare and deliver to DBED a design document detailing how cryptographic protocols will be implemented on DBED projects and website.
6. The TO Contractor shall assist DBED in the implementation of cryptographic protocols.

2.4.6 Work Type 6: Provide Web performance analysis and recommendations

2.4.6.1 TO Contractor shall analyze custom web applications to assist DBED personal in assessing custom web applications impact on the performance of DBED web servers. The contractor, in conjunction with DBED personal, will use past experience to help build baseline performance standards for custom web applications. If necessary, the TO Contractor will suggest remediation strategies to current web applications. The TO Contractor will further assist DBED personnel on a best practice process for minimizing the impact of custom built web applications on web server performance.

Tasks:

- i. TO Contractor shall review current Operating System and IIS Configuration to enhance and monitor server and application performance.
- ii. TO Contractor shall determine how and what should be analyzed for performance based on input from DBED.
- iii. TO Contractor shall provide to DBED written recommendations for performance enhancements, baseline performance standards, and best practices to minimize the impact of the development of custom web applications on web server performance.

Process:

1. See Section 2.4.10 for the process to develop Web performance analysis and recommendations.
2. As part of step 2 of Section 2.4.10, TO Contractor shall also perform the following task:

- a. Upon completion of the review sessions, TO Contractor shall submit a document detailing the TO Contractor's plan for conducting the web performance analysis, baseline performance standards, and best practices for future custom web application development.

2.4.7 Work Type 7: Section 508 and Maryland's Non-Visual Access Analysis and Remediation

2.4.7.1 The TO Contractor shall provide Non-visual Access analysis and remediation.

Tasks:

- i. TO Contractor shall conduct Section 508 and Maryland's Non-visual access assessment and analysis. The assessment will include but not be limited to the primary functional areas of 508 requirements: visual, physical, and auditory requirements
- ii. TO Contractor shall develop remediation for web pages that are not compliant with Section 508 and Maryland Non-Visual access standards
- iii. TO Contractor shall conduct reassessment/validation of remediated pages.
- iv. TO Contractor shall keep abreast of Section 508 and Maryland's Non-visual Access developments and shall document for the use of DBED changes in Section 508 regulations or best practices during the term of the TORFP.
- v. TO Contractor shall provide knowledge transfer and training on new regulations, best practices and software upgrades to DBED personnel designated by the TO Manager.

Process:

1. As instructed by DBED, the TO Contractor shall assess newly developed web pages for compliance with Section 508 standards and guidelines based on the 16 point priority 1 check list. The TO Contractor shall then prepare a report on findings and recommendations for remediation. This report shall include the following: violations identified by page and the Section 508 paragraph associated with each violation; the method used to assess the web pages; an estimated level of effort to remediate each page and the site as a whole; and a report outlining the remediation plan addressing the Section 508 16 point checklist.
2. As instructed by DBED, the TO Contractor shall remediate each page as required using Robust Accessibility Management & Production (RAMP) system. TO Contractor shall use RAMP version 1.1 or newer, and provide a report indicating all changed code as a result of the remediation effort associated with each point.
3. As instructed by DBED, the TO Contractor shall reassess each remediated page to ensure that no issues have been overlooked or introduced through code changes; provide a report certifying each page as compliant based on the 16 point priority 1 checklist of the Section 508 standards and guidelines.
4. The TO Contractor shall keep abreast of the latest changes to the Section 508 regulations and best practices and maintain documentation of those changes. The TO Contractor shall provide knowledge transfer to DBED personnel designated by the TO Manager of the latest Section 508 regulations and best practices as well as the provide training on the subject as well as the use of the RAMP software tool upgrades.

2.4.8 Work Type 8: Web Analytics: Enhancements, Maintenance, and Support

2.4.8.1 The TO Contractor shall provide web analytics enhancement, maintenance and support.

Tasks:

- i. TO Contractor shall conduct a minimum of one review session with DBED personnel approved by the TO Manager. The session will review current analytical tools for accuracy and Return on Investment in regards to cost and employee resources.
- ii. TO Contractor shall design and implement web analytics enhancements appropriate to requirements.

- iii. TO Contractor shall provide the project plan, requirement document, design document and testing plan.
- iv. TO Contractor shall develop/test the solutions for the web analytics enhancements.
- v. TO Contractor shall review enhancements with DBED personnel designated by the TO Manager.
- vi. TO Contractor shall document enhancements and provide that enhancements documentation and any other relevant documentation to DBED.
- vii. TO Contractor shall provide training and knowledge transfer after implementation to DBED personnel designated by the TO Manager.

Process:

See Section 2.4.10 for the process to develop Web Analytics enhancements, maintenance, and support.

2.4.9 Work Type 9: Extranet Development and Support

2.4.9.1 The TO Contractor shall provide Extranet development and support.

Tasks:

- i. TO Contractor shall conduct a minimum of one review session with DBED personnel approved by the TO Manager. The current extranet will be reviewed for performance and to determine if current technology is being leveraged effectively
- ii. TO Contractor shall design and implement Extranet enhancements appropriate to DBED requirements.
- iii. TO Contractor shall provide the project plan, requirement document, design document and testing plan.
- iv. TO Contractor shall develop and test the solutions for the Extranet enhancements.
- v. TO Contractor shall review extranet web pages with the TO Manager or her designee.
- vi. TO Contractor shall document code and provide that code documentation and any other relevant documentation to DBED.
- vii. TO Contractor shall provide training and knowledge transfer after implementation to DBED personnel designated by the TO Manager.

Process:

See Section 2.4.10 for the process to develop Extranet enhancements.

2.4.10 Requirements Process

The following process shall be followed for all work types. Additions to the process may be listed under individual work types.

- 1. TO Contractor shall attend and participate in a minimum of one (1) review session for each enhancement, support issue, or upgrade of an application or website. The attendees at the review session(s) shall be a competent and responsible designee of the TO Contractor and the TO Manager. The TO Contractor shall prepare and distribute the minutes from the review session(s), as a vehicle to verify, document, maintain and provide feedback with respect to the results of each session to the meeting participants within three (3) business days following the review session. Minutes shall be reviewed at the beginning of any subsequent review session to ensure accuracy.
- 2. Upon completion of the review sessions, TO Contractor shall submit a document detailing the TO Contractor's plan for each session for each enhancement, support issue, or upgrade of an application or website. The proposed solution shall be developed in an environment supplied by DBED. The TO Manager or designee shall test the solution to ensure that it meets DBED's needs as defined in the Requirements Document. The TO Manager or designee from the Department may direct the TO Contractor to make any necessary changes to the solution, if the

implemented solution does not function as documented. Once the implemented solution meets DBED's needs, and the TO Manager has approved of the tested functionality via a signed Acceptance form, the TO Contractor shall migrate the solution to the production environment. Only a formal signed Acceptance Form implies consent.

3. TO Contractor shall perform a written knowledge transfer of any specialized information required to maintain or update any of the developed enhancements, resolved support issues or upgraded website or application to personnel nominated by DBED. TO Contractor shall provide to DBED documentation of the programming code used to develop the application, and any written documentation that will help to maintain or update each enhancement, support issue, or upgrade of an application or website
4. TO Contractor shall finalize any code documentation, along with an Acceptance Form (see Attachment 9) and submit both the code documentation and the Acceptance Form to the TO Manager for acceptance and approval.

2.4.11 HARDWARE, SOFTWARE, AND MATERIALS

If Hardware or Software is required, it will be purchased separately under a different contract vehicle such as State of Maryland's Software/Hardware contract.

2.5 PROJECT REQUEST PROCESS

The TO Contractor shall follow the process outlined below for each Project Request submitted by DBED.

- A) Project Request Form submitted by the TO Manager to the TO Contractor:

TO Contractor shall update the Project Request form with estimated level of effort (i.e. hours), cost (using proposed labor rates). When the Project Request form has been updated, the TO Contractor shall return the form to the TO Manager via email in a PDF format. Upon receipt of a completed project request form, DBED may or may not decide to proceed with the subtask. Approval for Project Request will be provided by TO Manager via email and signature on PR form, before proceeding with work.

- 1) A response from the TO Contractor to the TO Manager for each Project Request is expected within two business days.

- B) For each Project Request, the TO Contractor shall:

For each written deliverable, draft and final, the TO Contractor shall submit to the TO Manager one (1) hard copy and one (1) electronic copy compatible with Microsoft Office 2007/2010, Microsoft Project 2007/2010 and/or Visio 2007/2010.

- C) A Project Schedule: TO Contractor shall create and maintain a Gantt or similar chart containing tasks and estimated time frames for completing each Project Request that is estimated to last longer than two business days.
- D) TO Contractor shall submit an Acceptance of Deliverable form to the TO Manager for each completed Project Request. A Project Request is not considered complete until the form is signed by the Task Order Manager.

2.6 DELIVERABLES

2.6.1 DELIVERABLES SUBMISSION PROCESS

For each written deliverable described in each Project Request Form (Attachment 8), draft and final, the TO Contractor shall follow the process documented in Section 2.5 B. Drafts of all final deliverables due are required at least two (2) weeks in advance of when all final Project Requests are due. Written deliverables defined as draft documents shall demonstrate due diligence in meeting the scope and requirements of the associated Project Request

Form. A draft written deliverable may contain limited structural errors such as poor grammar, misspellings or incorrect punctuation, but shall:

- 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 be known at the time of submittal.
- D) Present information that is relevant to the enhancement described within the Project Request form.
- 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 (see Attachment 9). The TO Manager shall countersign the Agency Receipt of Deliverable Form indicating receipt of the contents described therein. This does not constitute acceptance of the deliverable.

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 Request tasks may not continue until deficiencies with a deliverable are rectified and accepted by the TO Manager or the TO Manager has specifically issued, in writing, a waiver for conditional continuance of project tasks. Once the State’s issues have been addressed and resolutions are accepted by the TO Manager, the TO Contractor shall incorporate the resolutions into the deliverable and resubmit the deliverable for acceptance. Accepted deliverables shall be invoiced within 30 days in the applicable invoice format (Reference 2.10 Invoicing).

A written deliverable defined as a final document shall 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 shall:

- 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 be known at the time of submittal.; and
- D) Meet or exceed the Acceptance Criteria given for each deliverable in Section 2.6.2..

The State required deliverables are defined in Section 2.6.2 and in each Project Request Form for related work. Within each task, the TO Contractor may suggest other subtasks or deliverables to improve the quality and success of the project.

2.6.2 DELIVERABLE DESCRIPTIONS / ACCEPTANCE CRITERIA

Deliverable ID	Deliverable Name	Acceptance Criteria	Due Date/ Frequency
2.6.2.1	Weekly Status Report	<p>Microsoft document that summarizes the following:</p> <ul style="list-style-type: none"> • Meetings held: Date, purpose, attendees • Documents developed: Meeting minutes and other project-related artifacts – indicate draft or final version. 	Weekly

		<ul style="list-style-type: none"> • Work accomplished during the week, including resources assigned, hours expended and level of task completion compared to project schedule <p>Provide a budget overview to include:</p> <ul style="list-style-type: none"> o Contract value o Amount billed (Project to Date (PTD); Month to Date (MTD)) o Current balance o Scheduled of expenses o Remaining Balance <ul style="list-style-type: none"> • Planned work efforts for the next reporting period including resources assigned and hours proposed; as well as, how the current task status (start, % complete, finish) compares to the project schedule • Risks and Issues identified along with their current status and mitigation plans 	
2.6.2.1	Project Request Form	One (1) hard copy and one (1) electronic copy of completed Project Request Form compatible with Microsoft Office 2007/2010. Form shall include Microsoft Project 2007/2010 and/or Visio 2007/2010 as applicable.	As Needed and within 2 business days of request by DBED
2.6.2.1	Project Management Plan	An MS Word document that defines how the project will be executed, monitored and controlled. The document will be developed with input from the project team and key stakeholders. The plan should address topics such as Scope Management, Schedule Management, Financial Management, Quality Management, Resource Management, Communications management, Project Change Management, Risk Management, Procurement Management and others deemed necessary to manage the modernization project. In addition, the PMP shall define the organization and infrastructure required to execute the project.	NTP + 14 Calendar Days
2.6.2.1	Project Schedule	The master schedule shall show all project tasks broken down to no more than 80 hour increments, milestones, deliverables, duration of tasks in hours, degrees of completion and resources for all project activities starting with NTP and ending with final project	NTP + 14 Calendar Days, Updated Weekly afterwards.

		deliverables. This is a single, periodically updated deliverable encompassing all project activities.	
2.6.2.1	Meeting Minutes	An MS word document that details information about the meeting including: <ul style="list-style-type: none"> • Date/time of meeting • Meeting attendee and agenda • Meeting discussion points • Action items from meeting 	3 Calendar Days after meeting
2.6.2.1	Functional Requirements Document	An MS word document that compiles all requirements including functional and non-functional requirements, process and data models, and interface definitions. The FRD describes the logical grouping of related processes and functions within the system and the business requirements these requirements satisfy.	NTP + 14 Calendar Days
2.6.2.1	Software Design Document	An MS Document that documents designs that addresses requirements from review process. Describe how the enhancement or application will satisfy the requirements and will include the following items such as (as applicable): <ul style="list-style-type: none"> • Data model • Page / Screen mockups • Process flows and diagrams 	NTP + 14 Calendar Days
2.6.2.1	Master Test Plan	An MS word document that details all of the information necessary to develop and control the test efforts as well as the different types of testing (unit, system, user acceptance, final acceptance) for any enhancement or custom application. It describes the approach to testing the enhancement or custom application, and will be the top-level plan used by testers to direct the test effort.	NTP + 14 Calendar Days
2.6.2.1	Test Results (for each level of testing)	An MS Word document that details test results on a pass/fail basis and if test is labeled fail then detailed remediation efforts will be listed. The focus of the document, each time it is delivered, will be on checking the progress of testing, determining if the testing process needs improvement, and conveying the readiness of the system to DBED.	NTP + 14 Calendar Days
2.6.2.1	User Acceptance Test Plan	In conjunction with DBED, personal will be identified to participate in User Acceptance Testing (UAT). An MS word document will detail the plan for UAT. The results of the testing will be	NTP + 14 Calendar Days

		documented and compared with the Requirements Document prepared earlier in the process	
2.6.2.1	Communication Plan	An MS word document that will describe the processes and techniques, the team will use to collect, store, and report on project progress. It will also detail the frequency of communication and to whom these communications will be given.	NTP + 7 Calendar Days
2.6.2.1	Risk Management Plan	An MS Word document that contains the risk management process for the project and an initial table that identifies and prioritizes potential risks to the project. The Risk Management Plan (RMP) shall identify potential risks, risk impacts and recommended risk responses. The RMP shall incorporate pertinent risk information found in any Project Status Report deliverables provided by TO Contractor(s). This is a single, periodically updated deliverable encompassing all project risk. A Risk Registry will be created for logging all project risk using MS Excel.	NTP + 7 Calendar Days

2.7 REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES

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

- The State’s SDLC methodology for all (PR with over 320 hours of work)
- The State Information Technology Security Policy and Standards;
- The State Information Technology Project Oversight;
- The State of Maryland Enterprise Architecture standards;
- 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 this consistent methodology for all TO activities.
- Maryland Nonvisual Access standards;
- DBED’s Microsoft Office SharePoint Server (MOSS) standards.
- TO Contractor and TO Contractor Personnel shall follow best practices as outlined in Microsoft TechNet in the integration of Microsoft Active directory and Custom applications.

2.8 TO CONTRACTOR EXPERTISE REQUIRED

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 as 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. Below is a listing of the expertise required defined via Labor Categories outlined in Section 2.10 of the CATS II Master Contract.

- Project Manager
- Sr. Comp Software Integration Analyst
- Senior Computer Systems Analyst
- Junior Computer Systems Analyst
- Applications Programmer
- Applications Development Expert
- Senior Computer Systems Programmer
- Computer Systems Programmer
- Senior Computer Programmer
- Junior Computer Programmer
- Advanced Tech Applications Dev
- Sr. Information Engineer
- Information Engineer
- Database Manager
- Senior Quality Assurance Consultant
- Quality Assurance Specialist
- Testing Specialist
- Training Specialist/Instructor
- Senior Systems Engineer
- Systems Engineer
- Software Engineer
- Senior Systems Analyst
- Senior Information Technology Architect
- Senior Application Architect
- Senior Comp Security Sys Specialist
- Comp Security Sys Specialist
- Data Security Specialist
- Systems Security Specialist
- Documentation Specialist
- Technical Writer/Editor
- Internet/Intranet Site Developer Senior
- Internet/Intranet Site Developer Junior
- Internet/Web Architect
- Computer Graphic Illustrator
- Senior Systems Architect
- Systems Design Architect
- Systems Design Engineer
- Senior Network Engineer
- Junior Network Engineer
- Network Administrator
- Senior Network Technician
- Junior Network Technician
- Network Security Engineer
- Geographic Information Systems Technician II
- Geographic Information Systems Technician I
- Geographic Information Systems Technician Trainee
- Geographic Information Systems Analyst
- Geographic Information Systems Specialist

2.9 TO 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 outline and demonstrate, in its proposal, that it possesses such expertise in-house or has fostered strategic alliances with other firms for providing such services. The qualifications are as follows:

1. Minimum of 10 years of work with Internet/Intranet web application maintenance and support.
2. Minimum of 5 years of work with 2.4.7 Section 508 and related non-visual access analysis and remediation
3. Minimum of 2 years of work on Extranet development and support

2.10 TO CONTRACTOR PERSONNEL MINIMUM QUALIFICATIONS

TO Contractor Personnel shall 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. Resumes shall reflect minimum qualifications, qualifications and recent experience relevant to the scope of work and areas of expertise required for the 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.

2.11 PERFORMANCE PROBLEM MITIGATION

In the event the DBED is not satisfied with the performance of TO Contractor personnel, the mitigation process is as follows. The TO Manager will notify the TO Contractor in writing describing the problem and delineating remediation requirements. The TO Contractor shall have three (3) business days to respond with a written remediation plan. The plan will be implemented immediately upon acceptance by the TO Manager. Should performance issues persist, the TO Manager may give written notice or request immediate removal of the individual whose performance is at issue.

2.12 SUBSTITUTION OF PERSONNEL

The TO Contractor shall not substitute personnel without the prior approval of the DBED. All requests for substitutions shall comply with Section 2.9.6 of the CATS II Master Contract and Section 2.10 of this TORFP. The TO Manager shall have the option to interview the proposed substitute personnel. If the option to interview is exercised, the TO Manager shall notify the TO Contractor of acceptance or denial of the requested substitution.

2.13 INVOICING

Payment will only be made upon completion and acceptance of the deliverables defined in Section 2.6.

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS II Master Contract. A proper invoice 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.

2.13.1 INVOICE SUBMISSION PROCEDURE

This procedure consists of the following requirements and steps:

- A) The invoice shall identify DBED as the TO Requesting Agency, deliverable description, associated TOA 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 DBED at the following address

Department of Business and Economic Development
World Trade Center – Baltimore
Office of Information and Technology
401 East Pratt Street, 5th Floor
Baltimore, MD 21202

- C) Invoice 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 TOA. In no event shall any invoice be submitted later than 60 calendar days from the TOA termination date.

2.14 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 DBED 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-4 – Subcontractor Project Participation Statement). Subcontractor reporting shall be sent directly from the subcontractor to DBED. DBED 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; or 2) a completed Master Contractor Feedback Form. The feedback form helps the State understand for future contract development why Master Contractors did not submit proposals. The form is accessible via the CATS 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 times frames for completing all requirements and deliverables, including any tasks to be performed by State or third party personnel.
- 3) **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 TORFP terms and conditions.
- 4) **Proposed Tools:** A description of any tools, for example hardware 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 2.10.
- 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 TOA.
- 4) Complete and provide, at the interview, Attachment 5 – Labor Classification Personnel Resume Summary.

C) MBE Participation

- 1) Submit completed MBE documents Attachment 2 – D-1 Attachment- Certified MBE Utilization and Fair Solicitation Affidavit and Attachment 2 – D-2 – Minority Business Enterprise Participation Schedule. **These documents must be submitted with the Technical Proposal.**

D) Subcontractors

- 1) 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
- 2) 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.
 - 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 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
- 1) 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 FINANCIAL RESPONSE

- A) A description of any assumptions on which the Master Contractor's Financial Proposal is based (Assumptions shall not constitute conditions, contingencies, or exceptions to the price proposal);
- B) Attachment 1 - Completed Financial Proposal with all rates fully loaded.

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 TOA 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) Technical proposal outline based on methodology and detail of proposal.
- B) Depth of knowledge and expertise that is documented in resumes of proposed personnel.
- C) Completeness and accuracy of response.

4.3 SELECTION PROCEDURES

- A) TO Proposals will be assessed throughout the evaluation process for compliance with the minimum personnel qualifications in Section 2.10 and quality of responses to Section 3.2.1 of the TORFP. TO Proposals deemed technically qualified will have their financial proposal considered. All others will be deemed not reasonably susceptible to award and 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) DBED reserves the right to conduct interviews for all qualified personnel proposed by TO Contractor to determine if that individual meets minimum qualifications.
- D) 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 TOA

Commencement of work in response to a TOA shall be initiated only upon issuance of a fully executed TOA, 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.

ATTACHMENT 1 –PRICE PROPOSAL

PRICE PROPOSAL (TIME AND MATERIALS) FOR CATS II TORFP # T00B2400001

LABOR CATEGORIES

Labor Categories	A	B	C
	Hourly Labor Rate	Total Class Hours	Total Proposed CATS II TORFP Price
Base Period (NTP – 5/31/2014)			
Project Manager	\$	2080	\$
Sr. Comp Software Integration Analyst	\$	2080	\$
Senior Computer Systems Analyst	\$	2080	\$
Junior Computer Systems Analyst	\$	2080	\$
Applications Programmer	\$	2080	\$
Applications Development Expert	\$	2080	\$
Senior Computer Systems Programmer	\$	2080	\$
Computer Systems Programmer	\$	2080	\$
Senior Computer Programmer	\$	2080	\$
Junior Computer Programmer	\$	2080	\$
Advanced Tech Applications Dev	\$	2080	\$
Sr. Information Engineer	\$	2080	\$
Information Engineer	\$	2080	\$
Database Manager	\$	2080	\$
Senior Quality Assurance Consultant	\$	2080	\$
Quality Assurance Specialist	\$	2080	\$
Testing Specialist	\$	2080	\$
Training Specialist/Instructor	\$	2080	\$
Senior Systems Engineer	\$	2080	\$
Systems Engineer	\$	2080	\$
Software Engineer	\$	2080	\$
Senior Systems Analyst	\$	2080	\$
Senior Information Technology Architect	\$	2080	\$
Senior Application Architect	\$	2080	\$
Senior Comp Security Sys Specialist	\$	2080	\$
Comp Security Sys Specialist	\$	2080	\$
Data Security Specialist	\$	2080	\$
Systems Security Specialist	\$	2080	\$
Documentation Specialist	\$	2080	\$
Technical Writer/Editor	\$	2080	\$

Internet/Intranet Site Developer Senior	\$	2080	\$
Internet/Intranet Site Developer Junior	\$	2080	\$
Internet/Web Architect	\$	2080	\$
Computer Graphic Illustrator	\$	2080	\$
Senior Systems Architect	\$	2080	\$
Systems Design Architect	\$	2080	\$
Systems Design Engineer	\$	2080	\$
Senior Network Engineer	\$	2080	\$
Junior Network Engineer	\$	2080	\$
Network Administrator	\$	2080	\$
Senior Network Technician	\$	2080	\$
Junior Network Technician	\$	2080	\$
Network Security Engineer	\$	2080	\$
Geographic Information Systems Technician II	\$	2080	\$
Geographic Information Systems Technician I	\$	2080	\$
Geographic Information Systems Technician Trainee	\$	2080	\$
Geographic Information Systems Analyst	\$	2080	\$
Geographic Information Systems Specialist	\$	2080	\$
			\$
Total Evaluated Price			\$

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. Rates must include all direct and indirect costs and profit for the Master Contractor to perform under the TOA. The Total class hours of 2080 are for estimating purposes only.

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 # T00B2400001

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 – Form D1

MDOT Certified MBE Utilization and Fair Solicitation Affidavit

(submit with bid or offer)

This document **MUST BE** included with the bid or offer. If the Bidder or Offeror fails to complete and submit this form with the bid or offer as required, the procurement officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

In conjunction with the bid or offer submitted in response to Solicitation No. _____, I affirm the following:

1. I acknowledge and intend to meet the overall certified Minority Business Enterprise (MBE) participation goal of ____ percent and, if specified in the solicitation, the following subgoals (complete for only those subgoals that apply):

_____ percent African American _____ percent Asian American
_____ percent Hispanic American _____ Woman-Owned

Therefore, I will not be seeking a waiver pursuant to COMAR 21.11.03.11.

OR

- I conclude that I am unable to achieve the MBE participation goal and/or subgoals. I hereby request a waiver, in whole or in part, of the overall goal and/or subgoals. Within 10 business days of receiving notice that our firm is the apparent awardee, I will submit all required waiver documentation in accordance with COMAR 21.11.03.11.

I understand that if I am notified that I am the apparent awardee, I must submit the following additional 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 D2)
- (b) Subcontractor Project Participation Certification (Attachment D3)
- (c) Any other documentation, including waiver documentation, if applicable, required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal.

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

3. 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.

4. Set forth below are the (i) certified MBEs I intend to use and (ii) the percentage of the total contract amount allocated to each MBE for this project and the work activity(ies) each MBE will provide under the contract. I hereby affirm that the MBE firms are only providing those work activities for which they are MDOT certified.

Prime Contractor: <small>(Firm Name, Address, Phone)</small>	Project Description:
Project Number:	

List Information For Each Certified MBE Subcontractor On This Project

Minority Firm Name	MBE Certification Number
FEIN	
Identify the Applicable Certification Category (For Dually Certified Firms, Check Only One Category)	
<input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Woman-Owned <input type="checkbox"/> Other	
Percentage of Total Contract Value to be provided by this MBE _____%	
Description of Work to Be Performed:	
Minority Firm Name	MBE Certification Number
FEIN	
Identify the Applicable Certification Category (For Dually Certified Firms, Check Only One Category)	
<input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Woman-Owned <input type="checkbox"/> Other	
Percentage of Total Contract Value to be provided by this MBE _____%	
Description of Work to Be Performed:	
Minority Firm Name	MBE Certification Number
FEIN	
Identify the Applicable Certification Category (For Dually Certified Firms, Check Only One Category)	

African American Asian American Hispanic American Woman-Owned Other

Percentage of Total Contract Value to be provided by this MBE _____%

Description of Work to Be Performed:

Minority Firm Name

MBE Certification Number

FEIN

Identify the Applicable Certification Category (For Dually Certified Firms, Check Only One Category)

African American Asian American Hispanic American Woman-Owned Other

Percentage of Total Contract Value to be provided by this MBE _____%

Description of Work to Be Performed:

Continue on a separate page, if needed.

SUMMARY

Total <i>African-American</i> MBE Participation:	_____ %
Total <i>Asian American</i> MBE Participation:	_____ %
Total <i>Hispanic American</i> MBE Participation:	_____ %
Total Woman-Owned MBE Participation:	_____ %
Total <i>Other</i> Participation:	_____ %
Total <i>All MBE</i> Participation:	_____ %

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

Bidder/Offeror Name
(PLEASE PRINT OR TYPE)

Signature of Affiant

Name: _____
Title: _____
Date: _____

SUBMIT THIS AFFIDAVIT WITH BID/PROPOSAL

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 2

OUTREACH EFFORTS COMPLIANCE STATEMENT

In conjunction with the bid or offer submitted in response to TORFP # T00B2400001, 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.

_____	By:	_____
Offeror Name		Name
_____		_____
Address		Title

		Date

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

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 3

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. T00B2400001, 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 – 4

MINORITY BUSINESS ENTERPRISE PARTICIPATION TO CONTRACTOR PAID/UNPAID INVOICE REPORT

Report #: _____	CATS II TORFP #T00B2400001
Reporting Period (Month/Year): _____	Contracting Unit _____
Report is due by the 15th of the following month.	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.			
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:

Cheryl Fields Department of Business and Economic Development World Trade Center - Baltimore 401 E, Pratt St. Baltimore, MD 21202 cfields@choosemaryland.org

Signature: _____ Date: _____

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 5

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 # T00B2400001 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. _____ Total Dollars Paid: \$ _____	List dates and amounts of any unpaid invoices over 30 days old. 1. _____ 2. _____ Total Dollars Unpaid: \$ _____	
Prime TO Contractor: _____		Contact Person: _____

Return one copy of this form to the following address:

Cheryl Fields
 Department of Business and
 Economic Development
 World Trade Center - Baltimore
 401 E, Pratt St.
 Baltimore, MD 21202
 cfields@choosemaryland.org

Signature: _____ Date: _____

Submit as required IN TO Contractor MBE Reporting Requirements

ATTACHMENT 2 – D6 MINORITY CONTRACTOR UNAVAILABILITY CERTIFICATE

MARYLAND DEPARTMENT OF BUSINESS AND ECONOMIC DEVELOPMENT

Code of Maryland Regulations (COMAR)

Title 21, State Procurement Regulations

(regarding a waiver to a Minority Business Enterprise subcontracting goal)

COMAR 21.11.03.11 - Waiver.

- A. If, for any reason, the apparent successful bidder or offeror is unable to achieve the contract goal for certified MBE participation, the bidder or offeror may request, in writing, a waiver to include the following:
- (1) A detailed statement of the efforts made to select portions of the work proposed to be performed by certified MBEs in order to increase the likelihood of achieving the stated goal;
 - (2) A detailed statement of the efforts made to contact and negotiate with certified MBEs including:
 - (a) The names, addresses, dates, and telephone numbers of certified MBEs contacted, and
 - (b) A description of the information provided to certified MBEs regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed;
 - (3) As to each certified MBE that placed a subcontract quotation or offer that the apparent successful bidder or offeror considers not to be acceptable, a detailed statement of the reasons for this conclusion;
 - (4) A list of minority subcontractors found to be unavailable. This list should be accompanied by an MBE unavailability certification (MBE Attachment D6) signed by the minority business enterprise, or a statement from the apparent successful bidder or offeror that the minority business refused to give the written certification: and
 - (5) The record of the apparent successful bidder or offeror's compliance with the outreach efforts required under Regulation .09B(2)(b).

A waiver may only be granted upon a reasonable demonstration by that MBE participation could not be obtained or could not be obtained at a reasonable price.

If the waiver request is determined not to meet this standard, the bidder or offeror will be found non-responsive (bid) or not reasonably susceptible for award (proposal) and removed from further consideration.

- B. A waiver of a certified MBE contract goal may be granted only upon reasonable demonstration by the bidder or offeror that certified MBE participation was unable to be obtained or was unable to be obtained at a reasonable price and if the agency head or designee determines that the public interest is served by a waiver. In making a determination under this section, the agency head or designee may consider engineering estimates, catalogue prices, general market availability, and availability of certified MBEs in the area in which the work is to be performed, other bids or offers and subcontract bids or offers substantiating significant variances between certified MBE and non-MBE cost of participation, and their impact on the overall cost of the contract to the State and any other relevant factor.

- C. An agency head may waive any of the provisions of Regulations .09-.10 for a sole source, expedited, or emergency procurement in which the public interest cannot reasonably accommodate use of those procedures.
- D. When a waiver is granted, except waivers under Section C, one copy of the waiver determination and the reasons for the determination shall be kept by the MBE Liaison Officer with another copy forwarded to the Office of Minority Affairs.
- E. MBE ATTACHMENT D6 form below as follows:

MINORITY CONTRACTOR UNAVAILABILITY CERTIFICATE

Section I (to be completed by PRIME CONTRACTOR)

I hereby certify that the firm
of _____
Name of Prime Contractor)

located at _____,
(Number) (Street) (City) (State) (Zip)

on _____ contacted certified minority business enterprise, _____
(Date) (Name of Minority Business)

_____ located at _____,
(Number) (Street) (City) (State) (Zip)

seeking to obtain a bid for work/service for project number _____, project
name _____

List below the type of work/ service requested:

Indicate the type of bid sought, _____. The minority business enterprise identified
above is either unavailable for the work /service in relation to project number _____, or is unable to
prepare a bid for the following reasons(s):

The statements contained above are, to the best of my knowledge and belief, true and accurate.

(Name)

(Title)

(Number)

(Street)

(City)

(State)

(Zip)

(Signature)

(Date)

Note: Certified minority business enterprise must complete Section II.

Section II (to be completed by CERTIFIED MINORITY BUSINESS ENTERPRISE)

I hereby certify that the firm of _____ MBE Cert.# _____

(Name of MBE Firm)

located at _____

(Number)

(Street)

(City)

(State) (Zip)

was offered the opportunity to bid on project number _____, ON _____

(Date)

by _____

(Prime Contractor's Name)

(Prime Contractor Official's Name) (Title)

The statements contained in Section I and Section II of this document are, to the best of my knowledge and belief, true and accurate.

(Name)

(Title)

(Phone)

(Signature)

(Fax Number)

ATTACHMENT 3 – TASK ORDER AGREEMENT

CATS II TORFP# T00B2400001 OF MASTER CONTRACT #060B9800035

This Task Order Agreement (“TO Agreement”) is made this day of Month, 20XX 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 Department of Business and Economic Development, as identified in the CATS II TORFP # T00B2400001.
 - b. “CATS II TORFP” means the Task Order Request for Proposals # T00B2400001, dated MONTH DAY, YEAR, including any addenda.
 - c. “Master Contract” means the CATS II Master Contract between the Maryland Department of Information Technology and TO Contractor dated _____.
 - d. “TO Procurement Officer” means Robert Ward. 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 Department of Business and Economic Development and TO Contractor.
 - f. “TO Contractor” means the CATS II Master Contractor awarded this TO Agreement, whose principal business address is _____.
 - g. “TO Manager” means Regina Tillery 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 II TORFP dated date of TO Proposal – Technical.
 - i. “TO Proposal – Financial” means the TO Contractor’s financial response to the CATS II TORFP dated date of TO Proposal - 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 supersede 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 _____, 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 II TORFP and shall not exceed the total amount of the task order. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.

4.2 Payments to the TO Contractor shall be made as outlined Section 2 of the CATS 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 _____. 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, DBED

By: Robert Ward, 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:

5. Master Contractors must comply with all personnel requirements under the Master Contract RFP 060B9800035.
6. Only labor categories proposed in the Master Contractors Financial Proposal may be proposed under the CATS II TORFP process.
7. 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.

8. Each form also includes examples of duties to perform. The proposed person must be able to fulfill those duties.
9. 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.
10. Additional information may be attached to each Labor Category Personnel Resume Summary that may assist a full and complete understanding of the individual being proposed.

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

Proposed Individual’s Name/Company:	How does the proposed individual meet each requirement?
LABOR CLASSIFICATION TITLE – (INSERT LABOR CATEGORY NAME)	
Education: (Insert the education description from the CATS II RFP from Section 2.9 for the applicable labor category.)	
Experience: (Insert the experience description from the CATS II RFP from Section 2.9 for the applicable labor category.)	
Duties: (Insert the duties description from the CATS II RFP from Section 2.9 for the applicable labor category.)	

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

Contractor’s Contract Administrator:

Signature Date

Proposed Individual:

Signature Date

SUBMIT WITH TECHNICAL PROPOSAL

SIGNATURE REQUIRED AT THE TIME OF THE INTERVIEW

ATTACHMENT 6 – DIRECTIONS

TO THE PRE-PROPOSAL CONFERENCE

[Baltimore World Trade Center](#)

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.

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 7 – NOTICE TO PROCEED

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS II Task Order Agreement #T00B2400001

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 of the Department of Business and Economic Development will serve as your contact person on this Task Order. Regina 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,

Brenda Lee
Task Order Procurement Officer

Enclosures (2)

cc: Regina Tillery
Procurement Liaison Office, Department of Information Technology
Project Management Office, Department of Information Technology

ATTACHMENT 8 – PROJECT REQUEST FORM

MARYLAND DBED INTERNET/INTRANET SUPPORT, MAINTENANCE & ENHANCEMENTS TASK PROJECT REQUEST (PR)		
ER NO: 1	DATE:	PRIORITY: (1) 2 3 4 (Highest) (Lowest)
ORIGINATOR: NAME: PHONE NO.: 410-767- xxxx EMAIL ADDRESS: xxxxxx@choosemaryland.org		
TITLE: xxxxxx xxxxxxxx	Work Type: Work Type #1- Internet/Intranet Website/Application: Enhancements, Maintenance, and Support	
DESCRIPTION OF ENHANCEMENT: XXXXXXXX XXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXX		
Deliverables (if applicable):		
Deliverables Acceptance Criteria (if applicable):		
How would this enhancement benefit your performance? XXXXXX XXXXXXXXXXXXXXXX XXXXX XXXX		
SYSTEM MODULE TO BE CHANGED (DBED use only): ChooseMaryland website enhancement		
DESCRIPTION OF WORK REQUIRED TO ACCOMPLISH THE ENHANCEMENT (TO Contractor use only):		
T&M ESTIMATE: <i>Resources identified below are currently anticipated to perform or have performed the work identified.</i>		

Labor Category	Rate	Hours	Amount
Category (Resource name)	\$		\$
	\$		\$
Total Labor			\$
Other Direct Costs	.		
GRAND TOTAL			\$

TO CONTRACTOR MANAGER APPROVAL:	DATE APPROVED:
TO Contractor Manager	Date
DBED APPROVAL:	DATE APPROVED:
Subtask Approver	Date
TO MANAGER APPROVAL:	DATE APPROVED:
Regina Tillery	Date

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

SUBMIT AS REQUIRED IN SECTION 2.4.11 OF THE TORFP.

ATTACHMENT 9 – AGENCY ACCEPTANCE OF DELIVERABLE FORM

Agency Name: Department of Business and Economic Development
TORFP Title: DBED Web Development, Maintenance and Support
TO Manager: Regina Tillery, 410-767-3391

To:

The following deliverable, as required by TO Agreement #T00B2400001, has been received and reviewed in accordance with the TORFP.

Title of deliverable: _____

TORFP Contract Reference Number: Section # _____

Deliverable Reference ID # _____

Percentage of estimated hours expended # _____

Total Cost # _____

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 2.4.11 OF THE TORFP.

ATTACHMENT 10 – NON-DISCLOSURE AGREEMENT (OFFEROR)

This Non- Disclosure Agreement (the “Agreement”) is made this ___ day of _____ 201_, 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 #T00B2400001 for DBED Web Development, Maintenance and Support. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to _____. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as “Confidential Information”. As a condition for its receipt and access to the Confidential Information described above, the OFFEROR agrees as follows:

1. OFFEROR will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received 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 Robert Ward, Maryland 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 1.8 OF THE TORFP

ATTACHMENT 11 – NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made as of this ____ day of _____, 201____, by and between the State of Maryland ("the State"), acting by and through its Department of Business and Economic Development (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 DBED Web Development, Maintenance and Support, TORFP No.T00B2400001 dated _____, (the “TORFP”) issued under the Consulting and Technical Services procurement issued by the Department, 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:

DBED:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SUBMIT AS REQUIRED IN SECTION 1.8 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	
<p>A) Was the original TORFP (Task Order Request for Proposals) structured to link invoice payments to distinct deliverables with specific acceptance criteria? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, skip to Section 2.)</p>	
<p>B) Do TO invoices match corresponding deliverable prices shown in the accepted Financial Proposal? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)</p>	
<p>C) Is the deliverable acceptance process being adhered to as defined in the TORFP? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____</p>	
Section 2 – Task Orders with Invoices Linked to Time, Labor Rates and Materials	
<p>A) If the TO involves material costs, are material costs passed to the agency without markup by the Master Contractor? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____</p>	
<p>B) Are labor rates the same or less than the rates proposed in the accepted Financial Proposal? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____</p>	
<p>C) Is the Master Contractor providing timesheets or other appropriate documentation to support invoices? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____</p>	
Section 3 – Substitution of Personnel	

<p>A) Has there been any substitution of personnel? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, skip to Section 4.)</p>
<p>B) Did the Master Contractor request each personnel substitution in writing? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____</p>
<p>C) Does each accepted substitution possess equivalent or better education, experience and qualifications than incumbent personnel? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____</p>
<p>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.

Affidavit of Agreement (continued)
Maryland Living Wage Requirements

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
