



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

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

**ONLINE LEAD REGISTRATION AND FEE PAYMENT**

**CATS II TORFP # U00P1400391**

**ISSUE DATE: 10/13/2010**

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## KEY INFORMATION SUMMARY SHEET

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

<b>TORFP Title:</b>	MDE Website Revamp – Phase 2
<b>Functional Area:</b>	Functional Area 2 – Web and Internet Systems
<b>TORFP Issue Date:</b>	October 13, 2010
<b>Closing Date and Time:</b>	November 15, 2010 at 12:00 PM EST
<b>TORFP Issuing Agency:</b>	Maryland Department of the Environment (MDE) Office of Information Management and Technology (OIMT)
<b>Send Questions and Proposals to:</b>	Roland Jones – Director, Procurement <a href="mailto:rljones@mde.state.md.us">rljones@mde.state.md.us</a>
<b>TO Procurement Officer:</b>	Roland Jones – Director, Procurement Office Phone Number: 410-537-3081 Office FAX Number: 410-537-4443
<b>TO Manager:</b>	Wayne Petrush Director, Project Management Office of Information Management & Technology Office Phone: (410) 537-3099 Fax: (410) 537-3093 Email: <a href="mailto:wpetrush@mde.state.md.us">wpetrush@mde.state.md.us</a>
<b>TO Project Number:</b>	<b>P.O. # U00P1400391</b>
<b>TO Type:</b>	Fixed Price; Time and Materials
<b>Period of Performance:</b>	Approximately 1 year and 6 months after NTP No renewal options
<b>MBE Goal:</b>	25% percent
<b>Small Business Reserve (SBR):</b>	No

<b>Primary Place of Performance:</b>	Maryland Department of the Environment 1800 Washington Blvd. Baltimore, MD 21230
<b>TO Pre-proposal Conference:</b>	November 3, 2010 @ 2-4 PM Terra/Aqua Conference Rooms Maryland Department of the Environment 1800 Washington Blvd. Baltimore, MD 21230 (See ATTACHMENT 6 – DIRECTIONS)

## SECTION 1 - ADMINISTRATIVE INFORMATION

### 1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT

The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement scope issues, and for authorizing any changes to the TO Agreement. See Section 2.10 for information on change orders.

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

### 1.2 TO AGREEMENT

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

### 1.3 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the stated date and exact time. The time will be local time as determined by MDE's e-mail system time stamp. The TO Proposal is to be submitted via e-mail as two attachments in MS Word format. The "subject" line in the e-mail submission shall state the TORFP (P.O. # U00P1400391). The first file will be the TO Proposal technical response to this TORFP and titled, "CATS II TORFP (P.O. #U00P1400391) Technical". The second file will be the financial response to this CATS II TORFP and titled, "CATS II TORFP (P.O. #U00P1400391) Financial". The following proposal documents must be submitted with required signatures as .PDF files with signatures clearly visible:

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

### 1.4 ORAL PRESENTATIONS/INTERVIEWS

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

### 1.5 MINORITY BUSINESS ENTERPRISE (MBE)

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

### 1.6 CONFLICT OF INTEREST

The TO Contractor awarded the TO Agreement shall provide IT technical and/or consulting services for State agencies or component programs with those agencies, and must do so impartially and without any conflicts of interest. Each Master Contractor shall complete and include a Conflict of Interest Affidavit in the form included as Attachment 4 this TORFP with its TO Proposal. If the TO Procurement Officer makes a determination that facts or

circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of COMAR 21.05.08.08A, the TO Procurement Officer may reject a Master Contractor’s TO Proposal under COMAR 21.06.02.03B.

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

**1.7 NON-DISCLOSURE AGREEMENT**

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

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

**1.8 LIMITATION OF LIABILITY CEILING**

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

**1.9 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES**

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

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

**1.10 ACRONYMS**

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

<b>Acronym</b>	<b>Description</b>
ARMA	Air and Radiation Management Administration
ASA	Administrative Services Administration
CATS	Consulting and Technical Services
CMS	Content Management System
COTS	Commercial Off the Shelf
HP	Hewlett Packard
HTML	HyperText Markup Language
MDE	Maryland Department of the Environment
MS	Microsoft
NTE	Not To Exceed
NTP	Notice To Proceed

<b>Acronym</b>	<b>Description</b>
NSP	Not Separately Priced
OIMT	Office of Information Management & Technology
PDF	Portable Document Format
PMBOK	Project Management Body of Knowledge
PMI	Project Management Institute
PMP	Project Management Professional
PPT	Microsoft Office PowerPoint Document
QA	Quality Assurance
QC	Quality Control
RIA	Rich Internet Application
RSS	Really Simple Syndication
SAN	Storage Area Network
SANS	SANS Institute
SDLC	Systems Development Life Cycle
SFTP	Secure File Transfer Protocol
SLA	Service Level Agreement
SQL	Structured Query Language
SSA	Science Services Administration
SSL	Secure Socket Layer
TEMPO	Tools for Environmental Management and Protection Organizations
TO	Task Order
TOP	Task Order Proposal
TORFP	Task Order Request for Proposals
TRM	Technical Reference Model
UAT	User Acceptance Testing
URL	Uniform Resource Locator
WAS	Waste Management Administration
WBS	Work Breakdown Structure
WMA	Water Management Administration
WWW	World Wide Web
WYSIWYG	What You See Is What You Get
XHTML	Extensible Hypertext Markup Language
XML	Extensible Markup Language
XSL	Extensible Stylesheet Language



## SECTION 2 - SCOPE OF WORK

### 2.1 PURPOSE AND BACKGROUND

#### 2.1.1 PURPOSE

The Maryland Department of the Environment (MDE), Office of Information Management & Technology (OIMT) is issuing this CATS II TORFP to obtain technical and design services to implement Phase 2 of the Web Revamp Project. Phase I resulted in the MDE legacy website and Content Management System (CMS) being replaced with Microsoft's SharePoint 2007 CMS for Internet.

With Phase 2 of the Web Revamp Project, MDE seeks to continue efforts to make services and information more accessible to Maryland citizens, businesses, and other stakeholders, both external and internal, through the use of interactive, customer-centric, web-based services. Phase 2 efforts will seek to expand how MDE utilizes the new CMS deployed in Phase 1 as an inherent function of daily business processes. These efforts will include the addition of many commonly used website features to provide web enabled business services such as online permit application submissions and fee payment to recognize efficiencies and transparencies while improving access to information for the public through enhanced online web services.

Phase 2 of this project will secure Contractor services to implement online Lead Rental Registration Applications and online fee payment (eCommerce) services.

The [www.mde.state.md.us](http://www.mde.state.md.us) website serves a large and diverse range of customers. A major focus of the website redesign is to enhance MDE's online services and make information easier and more readily accessible to website users. As part of the website redesign and technology upgrades, a key goal for MDE is to bring its website technology up to current industry standards while maximizing MDE staff resources to conduct business in a more efficient and effective manner.

The Agency's overall purpose as it relates to the MDE website can be summarized as follows:

1. Transparency of Government: Provide as much information to the public as possible and make the information easy to access.
2. Enhancement of web services: Improve and enhance web services to MDE customers through interactive web systems.
3. Increase Operational Efficiencies: Improve business processes, operations, and customer service through the effective use of web technologies.
4. Sustainability: Make the website a self-sustaining tool that is fully integrated within MDE business processes and systems.
5. Adoption of 'Environmental Friendly' Information Technology Policies: Implement technology solutions that reduce energy consumption, reduce paper consumption, and reduce physical travel requirements.

#### 2.1.2 REQUESTING AGENCY BACKGROUND

The mission of the MDE is to protect and restore the quality of Maryland's air, water, and land resources. The agency fosters smart growth, economic development, healthy and safe communities. This includes quality environmental education for the benefit of the environment, public health, and future generations. The department accomplishes its mission by assessing, preventing, and controlling sources of environmental pollution to foster a better quality of life for all Marylanders.

The Department's four principal environmental Administrations are the Air and Radiation Management Administration (ARMA); the Land Management Administration (LMA); the Water Management Administration (WMA); and the Science Services Administration (SSA). A fifth Administration, the Administrative Services

Administration (ASA), is responsible for managing personnel, fiscal and procurement activities. The agency operates a Baltimore-based headquarters with regional facilities located in Annapolis, Frostburg, Centerville, Cambridge, Salisbury, and Hagerstown. MDE presently employs a staff of over 1000, which is predominantly comprised of engineers and scientists. Approximately 850 employees are located at the headquarters location.

### **2.1.3 PROJECT BACKGROUND**

Phase I of the project resulted in the replacement of the existing legacy website and CMS that was no longer supported by its vendor and lacked features and functionality necessary to enable MDE Staff to easily manage and maintain website content. The legacy system was replaced with Microsoft SharePoint 2007. The current website has approximately 2,500 pages and more than 10,000 image and document files. The website includes approximately 30 database driven web applications of varying complexity. The current website is supported by 3 webmasters, 4 web content coordinators, and more than 60 content editors. MDE performed an upgrade of their website, web systems and relevant documentation as a foundation and framework to implement eServices and eCommerce functionality. Documentation will be made available to the TO Contractors in the MDE reading room. Documents that will be made available are: Website Navigation Strategy Plan; Website Information Architecture Plan; Website Page Design Templates; CMS Implementation Plan; and the CMS Hardware and Software Configuration Plan. MDE intends to improve customer satisfaction and operational website management efficiencies through the implementation of the TO Contractor's proposed Phase 2 solutions to implement online Lead Rental Registration Applications and online fee payment.

MDE's goal for the Web Revamp Project - Phase 2 is to offer eServices and eCommerce through the implementation of online Lead Rental Registration Applications and online fee payment to Maryland citizens, businesses, and other stakeholders through the use of customer-centric, web-based delivery services. This will include the ability to complete and submit lead rental registration permit applications directly on the website, implementation of an eCommerce system that would enable users to pay registration fees on-line, and provide easier access and more expedient notification of important environmental concerns to citizens and regulated entities. Additionally, implementation of enhanced web services will enable the Department to streamline business processes to maximize staff time in performing their daily activities. This is a key objective for the Department due to fiscal constraints and staffing resource availability.

Phase 2 of the Web Revamp Project includes the following MDE goals:

- Improved accountability with issuing and tracking of lead rental registration applications. This links directly to the Department's enterprise vision of connecting the dots between collecting, managing, and reporting of data and efficiently making this information available through the Web.
- Improved customer service through quicker access to data to respond to customer questions and concerns.
- Improved efficiency through on-line collection of fees. This would eliminate the need for a customer to submit payment through a paper method and provide timely submission of electronic forms, which will help reduce the Department's reliance on paper forms for business processes such as online submission of lead rental registration applications.

### **2.1.4 CURRENT OPERATING ENVIRONMENT**

MDE currently uses Novell and Groupwise as their network operating and mail systems and has no immediate plans to migrate to Microsoft products such as Microsoft Advanced Server and Microsoft Exchange Server. The Fortis document management system is currently in use with projects underway to expand the use of this system within MDE. Oracle and Microsoft SQL Server databases are currently in use and can be readily supported. The existing MDE web environment is based upon Microsoft SharePoint 2007 and Microsoft SQL Server 2008. Where

possible, MDE upgrades software to the most current stable and supported product release. In general, MDE does not support proprietary systems and prefers to deploy scalable systems with the capability to expand to handle growing amounts of work and open architecture where application data is readily and inherently accessible in standard formats like XML and available to other data systems through web services that enable interoperability and data exchange with existing MDE systems. MDE OIMT in general does not support COTS and Open Source software products.

MDE procures HP Servers specifying the HP Care Pack, which provides 3 years of maintenance and support. Servers after this initial period of coverage are then added to MDE's HP Server Maintenance and Support Agreement. The 4th year+ then becomes part of MDE's baseline operating expense. MDE requires production systems to have a 24/7 SLA with a 4 hour response time.

For backup and recovery MDE utilizes Syncsort Software with Quantum hardware. This is a highly scalable system and is being used to provide backup and recovery for the SharePoint CMS web server environment(s).

(See the ATTACHMENT 15 – CURRENT OPERATING ENVIRONMENT for detailed operating environment information.)

### **2.1.5 PROJECT APPROACH**

The TO Contractor shall implement eBusiness and eCommerce functionality and if required, associated hardware and software that utilizes industry standard technologies and practices to enable MDE staff to develop, implement, and maintain website eBusiness functionality in the SharePoint environment.

The TO Contractor shall perform all work defined in this TORFP in accordance with the State's System Development Life Cycle (SDLC) methodology, Project Management Institute's Project Management Body of Knowledge (PMBOK) guide and other policies and procedures as identified in Section 2.4.

The approach of the Project as defined within this TORFP is to:

1. Define the process to implement new website eBusiness functionality.
2. Meet with the various MDE Administrations and Programs to define requirements for online Lead Rental Registration application submission and online fee payment.
3. Configure, install and deploy the proposed Phase II eApplication.
4. Update the Web Governance Policy and website Management and Operations Standard Operating Procedures based on MDE requirements to facilitate the efficient and effective use of the eBusiness applications.
5. Support and enhance the SharePoint 2007 website and environment as requested by MDE.

## **2.2 STATEMENT OF WORK**

The TO Contractor shall perform the following tasks to fulfill the technical requirements of this TORFP:

### **2.2.1 Task 1 - Project Initiation**

#### **2.2.1.1 Performance Objective**

The TO Contractor shall provide the necessary staff resources to participate in the project initiation kick off meeting, and to develop the TO Contractor's Project Management Plan (PMP) and Project Schedule. The MDE Master PMP and Schedule will incorporate elements of the TO Contractor's PMP and Project Schedule. The TO Contractor PMP shall include at a minimum a project scope definition, quality management plan, communications management plan, risk management plan, project schedule, resource schedule and WBS. The TO Contractor shall secure the services of a Project Manager with active certification from the Project Management Institute (PMI) as a Project Management Professional (PMP) to manage this project for the TO Contractor.

#### **2.2.1.2 Set of Measurable Benefits/Improvements Outcomes**

Measurable outcomes are to provide the MDE with a detailed Project Management Plan and Project Schedule and to participate in the Project Kick-off meeting with the MDE.

#### **2.2.1.3 Technical Requirements**

The TO Contractor Project Manager shall utilize industry standard Project Management tools and techniques to plan, execute, monitor, control and close the TO Contractor Project.

2.2.1.3.1 TO Contractor shall utilize the high level requirements identified in Tasks 2 and 3 to develop a detailed TO Contractor Project Management Plan for implementation of the solution including MDE personnel resource time requirements.

2.2.1.3.2 TO Contractor shall utilize the high level requirements identified in Tasks 2 and 3 to develop a Project Schedule using Microsoft Project. The TO Contractor's project schedule shall be merged with the MDE Master Project Schedule and shall be used by both the TO Contractor and the MDE PM to monitor and track progress and take corrective actions where needed.

2.2.1.3.3 Participate in a Kick-off meeting to present the TO Contractor's Project Management Plan, Project Schedule, and overall approach to completing the Tasks defined in this TORFP.

### **2.2.2 Task 2 – Online Lead Rental Registration Applications and Framework**

#### **2.2.2.1 Performance Objective**

The TO Contractor shall provide the necessary labor, resources, hardware, software, licenses, software and hardware maintenance necessary to implement the proposed Online Lead Rental Registration Applications system in accordance with MDE required SLAs described in Section 2.1.4. The TO Contractor shall identify the MDE labor categories and hours required to support this task. The TO Contractor shall transfer legal ownership of code, licenses, devices and maintenance/support contracts to MDE.

#### **2.2.2.2 Set of Measurable Benefits/Improvements Outcomes**

This task will enhance the functionality of MDE's new SharePoint website for both MDE and it's customers by:

- Enabling online submission of Lead Rental Registration Applications.

- Reducing MDE staff time to process Lead Rental Registration Applications.
- Eliminating backlog of Lead Rental Registration Applications.
- Enhancing Operating Efficiency and Controls.
- Improving Customer Satisfaction and Service.

### 2.2.2.3 Technical Requirements

At a minimum, the TO Contractor shall perform the following tasks:

- 2.2.2.4 Propose an application solution that optimizes the customer’s ability to submit Lead Rental Registration Applications online via the Internet, implementation schedule, and description of and reasons for the proposed solution. Develop an eBusiness Implementation Plan, to include:
- 2.2.2.4.1 Online Lead Rental Registration Applications Architecture Plan that includes a detailed website map and wireframe diagram of all website pages. This document will detail how the proposed new architecture integrates with the exiting MDE SharePoint website architecture.
  - 2.2.2.4.2 Hardware/Software Configuration Plan.
  - 2.2.2.4.3 System and Functional Business Requirements Plan that details the system and functional business requirements needed to design and develop the online application to enable the submission of lead rental registration applications over the Internet. The design will detail the website page design template files in accordance with the [Statewide Branding Templates](#) and the State Branding Standards ([Statewide Branding Standards](#)). The TO Contractor shall use as provided by MDE the System and Functional Requirements Document developed in 2001 by the Regional Economic Studies Institute (RESI) Information Systems Solutions as reference information in completing this task.
  - 2.2.2.4.4 Data Cleanup and Migration Plan that details the activities required to cleanup the data in the current legacy Lead Rental Registration system, map that data to the proposed system, migrate the data, and validate the data to the proposed Online Lead Rental Registration Applications System.
  - 2.2.2.4.5 Performance and Acceptance Plan that tests, verifies, and validates the performance of the proposed Online Lead Rental Registration Applications System.
  - 2.2.2.4.6 Administrator and User Training Plans that detail the training curriculums for the proposed Online Lead Rental Registration Applications System.
  - 2.2.2.4.7 TO Contractor statement granting State ownership of any code for the proposed Online Lead Rental Registration Applications System.
- 2.2.2.5 Provide the proposed Online Lead Rental Registration Applications System Installation, Configuration, Specification, Operations, and Maintenance Documentation for MDE OIMT Staff. These documents will be provided in Microsoft Word and will provide OIMT Staff, at a minimum, with the procedures and system information required to install and configure the Online Lead Rental Registration Applications System, perform routine operations and maintenance on the system, and reference configuration settings and system specifications. The TO Contractor shall document all local system configuration settings and maintain the accuracy of this information until the end of the 90 day production warranty period as defined in Section 2.2.2.10.
- 2.2.2.6 Specify and purchase the necessary MDE approved Hardware, Software, Licenses, Hardware Maintenance, and Software Maintenance for the proposed Online Lead Rental Registration Applications

System as defined in Section 2.2.2.4. The MDE reserves the right to procure these items through other procurement vehicles.

- 2.2.2.7 Implement the proposed Online Lead Rental Registration Applications System in accordance with the eBusiness Implementation Plan to include installation, configuration, testing, data cleanup and migration, and performance tuning of the systems to include, but not limited to the database, operating systems, server hardware and network devices provided by the TO Contractor in a production environment at MDE. Data cleanup and migration will be limited to data that is stored on the legacy production MDE Lead Rental Registration System. MDE OIMT Staff will be available over a two week period to confirm TO Contractor test results and system functionality as well as provide coordination and support the TO Contractor when the proposed Online Lead Rental Registration Applications System is moved into the MDE production environment.
- 2.2.2.8 Perform performance and acceptance validation testing and reporting on the new Online Lead Rental Registration Applications System using TO Contractor developed performance and acceptance criteria based on MDE requirements. All performance and acceptance validation testing criteria shall be reviewed and approved by the MDE TO Manager prior to testing by TO Contractor.
- 2.2.2.9 Conduct training sessions for up to 10 MDE designated end users and administrators on the use and administration of the new Online Lead Rental Registration Applications System in accordance with the TO Contractor developed Training Plans to include submission of training materials. Training will be performed at the MDE training room in the Baltimore, MD Headquarters office. The MDE training room can accommodate a maximum of 15 trainees per training session. Training materials can be provided as Online Help Documents, Video/Multimedia tutorials, or other electronic document formats such as Word or PDF.
- 2.2.2.10 TO Contractor shall provide a 90 day warranty period for the new Online Lead Rental Registration Applications System once the system is fully deployed and operation in the MDE production environment.

### **2.2.3 Task 3 – eCommerce Payment Application and Framework**

#### 2.2.3.1 Performance Objective

The TO Contractor shall provide eCommerce architecture design, development and implementation services to MDE that will be used as the basis for the new MDE website electronic payment application and functionality in support of the proposed Online Lead Rental Registration Applications System.

#### 2.2.3.2 Set of Measurable Benefits/Improvements Outcomes

This Task provides operational efficiencies to MDE and enhances MDE services to it's customers by:

- Providing MDE Customers the ability to make credit card payments for services available on the MDE website.
- Provide a common, streamlined e-commerce business engine capable of handling all transactions types over all customer service access mechanisms.
- Provide the capability for One-Stop Shopping for Internet transactions.

#### 2.2.3.3 Technical Requirements

At a minimum, the TO Contractor shall perform the tasks outlined below.

- 2.2.3.4 Propose an eCommerce solution, implementation schedule, and description of and reasons for the proposed solution. Develop an eCommerce Implementation Plan, to include:
  - 2.2.3.4.1 eCommerce Architecture Plan.
  - 2.2.3.4.2 eCommerce Hardware/Software Configuration Plan.
  - 2.2.3.4.3 eCommerce Performance and Acceptance Plan.
  - 2.2.3.4.4 eCommerce Administrator and User Training Plans.
  - 2.2.3.4.5 eCommerce TO Contractor statement granting State ownership of any code that requires customization.
- 2.2.3.5 Provide the proposed eCommerce System Installation, Configuration, Specification, Operations, and Maintenance Documentation for MDE OIMT Staff. These documents will be provided in Microsoft Word and will provide OIMT Staff, at a minimum, with the procedures and system information required to install and configure the eCommerce solution, perform routine operations and maintenance on the system, and reference configuration settings and system specifications. If specific documentation is available online by the eCommerce software or hardware vendor, links to this information will be provided by the TO Contractor to MDE. The TO Contractor shall document all local system configuration settings and maintain the accuracy of this information until the end of the 90 day production warranty period (Section 2.2.3.10).
- 2.2.3.6 Specify and purchase the MDE approved Phase 2 eCommerce Hardware, Software, Licenses, Hardware Maintenance, and Software Maintenance as proposed in Section 2.2.3.4. The MDE reserves the right to procure these items through other procurement vehicles.
- 2.2.3.7 Implement the eCommerce solution in accordance with the eCommerce Implementation Plan to include installation, configuration, testing, data/content cleanup and migration, and performance tuning of the systems to include, but not limited to the database, operating systems, and server hardware provided by the TO Contractor in the production, development, and test environments at MDE. MDE OIMT Staff will be available over a two week period to confirm TO Contractor test results and system functionality as well as provide coordination and support the TO Contractor when the new eCommerce application system is moved into the MDE production environment.
- 2.2.3.8 Perform website and eCommerce performance and acceptance validation testing and reporting using the TO Contractor’s developed performance and acceptance criteria based on MDE requirements. All performance and acceptance validation testing criteria shall be reviewed and approved by the MDE TO Manager prior to testing by the TO Contractor.
- 2.2.3.9 Conduct training sessions for up to 25 MDE designated end users and administrators on the use and administration of the eCommerce application in accordance with the TO Contractor developed Training Plans to include submission of eCommerce training materials. Training will be performed at the MDE training room in the Baltimore, MD Headquarters office. The MDE training room can accommodate a maximum of 15 trainees per training session. Training materials can be provided as Online Help Documents, Video/Multimedia tutorials, or other electronic document formats such as Word or PDF.
- 2.2.3.10 TO Contractor shall provide a 90 day warranty period for the eCommerce application once the system is fully deployed and operation in the MDE production environment.

Commencing with the acceptance of Task 2.2.3.7 and 2.2.3.8 and continuing for a period of 90 days (“Warranty Period”) the TO Contractor will provide the service categories that are described in the TO Contractor’s Technical Proposal Section 2.2.3.10 and further clarified as:

**Hotline Notification and Response** - The TO Contractor shall provide a hotline number for MDE to use to report defects. If MDE believes that released Phase II production website applications contain a Category 1, Category 2,

or Category 3 Defect, a Defect Claim Form shall be submitted by the MDE Project Manager, or designee, to the TO Contractor (suggested content for the Defect Claim Form is described below) in accordance with the Defect Reporting Process identified below. The hours of hotline operation will be:

State Business Days: 6 AM – 9 PM

Non State Business Days: 6 AM – 6 PM

Defect Claim Form must include:

- A complete description of the reported Defect;
- Instructions on the data or scenarios(s) necessary to reproduce the reported Defect;
- The software version(s) in which the Defect appears;
- The database instance in which the Defect was identified (production, development, testing); and
- The category of Defect, from the following options:

Critical Defect (Category 1) – An emergency situation to a critical business function in which a Phase II application function is inoperable in such a way that it is not usable in a production environment, produced incorrect results or fails catastrophically.

High Defect (Category 2) – A Defect that produced a detrimental situation in which performance (throughput or response) of a Phase II application function degrades substantially producing a severe impact in use of one or more mainline functions.

Medium or Low Defects (Category 3) – A situation in which an Phase II application module is usable, but does not provide a function in the most convenient or expeditious manner, and the user is still able to perform their job function (i.e., a work-around is available).

**Request Tracking** - The TO Contractor shall track all warranty requests and resolution statuses in a tracking database. The TO Contractor shall provide MDE with a monthly extract of the tracking database in digital format showing:

- a) Unique identifier
- b) Description
- c) Cause
- d) Status of defect
- e) Date open, closed
- f) Expected completion
- g) Final/suspected resolution
- h) Follow-up
- i) Defect Resolution

**Defects Reporting Process** - At a minimum, the Defect Claim Form shall contain a complete description of the reported Defect, including instructions on the data or scenario(s) necessary to reproduce the reported Defect. Upon receipt of the Defect Claim Form, the TO Contractor shall attempt to recreate the reported Defect within MDE's operating environment using the software version(s), data, and instructions submitted on the claim form to establish/validate the categorization of the reported defect. If the TO Contractor is unable to reproduce the Defect, the TO Contractor will directly contact the MDE Project Manager for further information and clarification.



#### **2.2.4 Task 4 - Optional Services: Web Maintenance and Enhancements**

MDE may require website maintenance and enhancements in the areas of web application development and support, website maintenance, and web system support. The Department may issue TOs describing the services required for each of these additional services. These additional services may be required at any point during the term of the TORFP. The TO Contractor shall respond to the TO with a Task Order Proposal (TOP) that includes the labor categories required to satisfy the request, the estimated number of hours required for each labor category, the total estimated effort and cost, and the estimated start and finish date for the TO. Upon acceptance of the TOP the Department will issue a NTP to the TO Contractor. All additional services will be provided on a time and materials basis, NTE specified amount. Invoicing and payment shall be based on task order completion.

2.2.4.1 Optional services, now Departmental Responsibilities, may include:

- Web Application Development and Support Tasks
  - Web and Database Programming
  - Requirements Analysis
  - Data Conversion
  - Security Analysis
  - Quality Assurance Testing
  - GAP Analysis Support
  - Documentation
- Website Maintenance Support Tasks
  - System Interface Development
  - Web Content Creation
  - Copywriting
  - Multimedia Content Development (Flash, Video)
- Web System Support Tasks
  - Website Maintenance
  - Documentation Writing
  - On-call Emergency Support
  - Operations and Maintenance Support
  - Set-up, deployment and tuning for network and server equipment

2.2.4.2 Labor Categories and Qualifications. The following section describes the task duties to be provided for the Optional Services:

##### **2.2.4.2.1 Task Category #1: Web Application Development and Support Tasks**

**Duties:** MDE may require programming support and enhancement of existing web applications and databases as described in Attachment 14, List of MDE Web Server Applications and Attachment 15, Current Operating Environment. MDE may also require requirements analysis and web programming and database services to develop pilot online permit application processing system, modify existing web applications, test for and correct security vulnerabilities in web applications, and other web programming and database programming required to support and enhance the MDE website. This activity would involve both formal and informal knowledge transfer sessions with MDE staff and submission of full documentation of any work performed. Personnel must be able to elicit and document application requirements, translate applications requirements into the design of complex web sites, including integrating web pages and applications. To Contractor personnel must be able to apply new and emerging technologies to the site development process.

#### 2.2.4.2.2 Task Category #2: Website Maintenance Support Tasks

**Duties:** MDE may require website maintenance and support services for the new website. Work activities are not limited to, but will likely include, website navigation changes, content development services, multimedia design and production services (example: flash animations, flash video), and web interface design and programming services. The TO Contractor web maintenance support personnel would conduct informal knowledge transfer sessions by working closely with MDE staff during web maintenance activities. To Contractor personnel must be able to translate applications requirements into the design of complex web sites, including integrating web pages and applications and must be able to apply new and emerging technologies to the development process.

#### 2.2.4.2.3 Task Category #3: Web System Support Tasks

**Duties:** MDE OIMT Staff may need additional support of the Website infrastructure deployed by the TO Contract in the areas of Website and CMS hardware, software and network systems support, maintenance and upgrades. The To Contractor web system support personnel would conduct informal knowledge transfer sessions by working closely with MDE staff during web maintenance activities. TO Contractor personnel must be able to analyze information requirements, and evaluate problems with regards to workflow, organization, and planning and develop appropriate corrective action plans.

#### 2.2.4.3 Personnel

The TO Contractor shall be responsible for providing, during the life of the contract, the personnel required in this TORFP within the timeframe required as specified by the TO Manager. In the event that the State requires a Certification and Accreditation of work performed by the TO Contractor as part of this TORFP, the TO Contractor shall be available to provide information to support the Certification and Accreditation process.

#### 2.2.4.4 Weekly Status Report

By 10:00 am, EST, on the Monday following the conclusion of each work week, the TO Contractor shall be responsible for compiling and submitting to the TO Manager, a status report that summarizes the following:

- Assigned work efforts and status completed during the reporting period, work not completed during the reporting period, work planned for the upcoming reporting period, work that is in progress, work that is on-hold, and any issues or concerns identified during the reporting period. Updated Project Schedule information to be provided in Microsoft Project format (mpp) or other MDE approved format.
- Emergency work efforts and issues identified.
- Hours worked and work performed by individual TO Contractor personnel during the reporting period.
- Financial status of the work performed including work billed, work unbilled, obligated work not started, a total of invoiced, unbilled, and obligated work, and any work under consideration.



## 2.3 DELIVERABLES

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

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

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

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

Upon receipt of a final deliverable, the TO Manager shall commence a review of the deliverable as required to validate the completeness and quality in meeting requirements. Upon completion of validation, the TO Manager shall issue to the TO Contractor notice of acceptance or rejection of the deliverables in an Agency Acceptance of Deliverable Form (Attachment 9) unless otherwise specified in this TORFP. In the event of rejection, the TO Contractor shall correct the identified deficiencies or non-conformities. Subsequent project tasks may not continue until deficiencies with a deliverable are rectified and accepted by the TO Manager or the TO Manager has specifically issued, in writing, a waiver for conditional continuance of project tasks. Once the State's issues have been addressed and resolutions are accepted by the TO Manager, the TO Contractor will incorporate the resolutions into the deliverable and resubmit the deliverable for acceptance. Accepted deliverables shall be invoiced within 30 days in the applicable invoice format (Reference Section 2.6 Invoicing).

A performance period will begin after all applicable deliverable products and services comprising the Contractor's support have been installed and all applicable deliverables have been accepted. The performance period will be for a period of 90 business days unless otherwise specified in the Contract to allow for adequate testing of all functionality, including any and all processes and interfaces. The time periods for any performance and warranty periods will be at the minimum noted in the original scope of work but may also be addressed in subsequent plans such as the Project Management Plan, Project Schedule, and Work Breakdown Structure.

The State required deliverables are defined below. Performance by the TO Contractor shall be measured by the quality of each required deliverable and shall be rated each month, or at the time the required deliverable is due per the master project schedule, in conjunction with deliverable performance procedures (Section 2.3.5).

Within each task, the TO Contractor may suggest other subtasks or deliverables to improve the quality and success of the project.

### 2.3.1 Milestone 1: Task 1 - Project Initiation (Section 2.2.1)

- a) **Deliverable 1-1: Project Management Plan** - The TO Contractor shall develop a detailed Project Management Plan as specified in TORFP Section 2.2.1 using either the State SDLC template (<http://doit.maryland.gov/policies/Documents/sdlc/sdlcvol4.pdf>) or TO Contractor proposed format that has been reviewed and approved by the TO Manager.

Deliverable(s) = Project Management Plan (Microsoft Word), Presentation of Project Management Plan to TO Manager. The Agency Receipt of Deliverable Form Attachment 8 shall be submitted as specified in TORFP Section 2.3.4 for this deliverable. Only one (1) Agency Acceptance of Deliverable Form Attachment 9 will be signed by the TO Manager.

- b) **Deliverable 1-2: Project Schedule** - The TO Contractor shall develop a Project Schedule as specified in TORFP Section 2.2.1 using either the State SDLC template (<http://doit.maryland.gov/policies/Documents/sdlc/sdlcvol4.pdf>) or TO Contractor proposed format approved by the TO Manager.

Deliverable(s) = Project Schedule (Microsoft Project), Presentation of Project Schedule to the TO Manager. The Agency Receipt of Deliverable Form Attachment 8 shall be submitted as specified in TORFP Section 2.3.4 for this deliverable. Only one (1) Agency Acceptance of Deliverable Form Attachment 9 will be signed by the TO Manager.

- c) **Deliverable 1-3: Kick-off Meeting** - The TO Contractor shall participate in a Project Kick-off Meeting as specified in TORFP Section 2.2.1 and shall document the meeting minutes using Microsoft Word in a format proposed by the TO Contractor and approved by the TO Manager.

Deliverable(s) = Participate in Project Kick-off Meeting and submission of the Kick-off meeting minutes in Microsoft Word. The Agency Receipt of Deliverable Form Attachment 8 shall be submitted as specified in TORFP Section 2.3.4 for this deliverable. Only one (1) Agency Acceptance of Deliverable Form Attachment 9 will be signed by the TO Manager.

### 2.3.2 Milestone 2: Task 2 - Online Lead Rental Registration Applications and Framework (Section 2.2.2)

- a) **Deliverable 2-1: eBusiness Implementation Plan** - The TO Contractor shall develop a New eBusiness Implementation Plan to submit Lead Rental Registration Applications online via the Internet as specified in TORFP Section 2.2.2 using a TO Contractor proposed format that has been reviewed and approved by the TO Manager.

Deliverable(s) = New eBusiness Strategy Plan (Microsoft Word), Presentation of deliverable to the TO Manager. The Agency Receipt of Deliverable Form Attachment 8 shall be submitted as specified in TORFP Section 2.3.4 for this deliverable. Only one (1) Agency Acceptance of Deliverable Form Attachment 9 will be signed by the TO Manager.

- b) **Deliverable 2-2: Documentation for Online Lead Rental Registration Applications Hardware and Software System Installation and Configuration, Technical and Security Specifications, and Operational, Maintenance, and Support Requirements** - The TO Contractor shall develop Documentation as specified in TORFP Section 2.2.2 using a TO Contractor proposed format that has been reviewed and approved by the TO Manager.

Deliverable(s) = Online Lead Rental Registration Applications Hardware and Software System Installation and Configuration Document (Microsoft Word), Technical and Security Specifications Document (Microsoft Word), and Operational, Maintenance, and Support Requirements (Microsoft Word) - Presentation of Documents to the TO Manager. The Agency Receipt of Deliverable Form Attachment 8 shall be submitted as specified in TORFP Section 2.3.4 for this deliverable. Only one (1) Agency Acceptance of Deliverable Form Attachment 9 will be signed by the TO Manager.

- c) **Deliverable 2-3: TO Contractor Purchase of Online Lead Rental Registration Applications Hardware/Software/Licensing** - The TO Contractor shall propose and purchase the

hardware/software/licensing/hardware maintenance and software maintenance as specified in TORFP Section 2.2.2.

Deliverable(s) = Order Confirmation and Delivery Receipt(s) (Microsoft Word or Adobe PDF). The Agency Receipt of Deliverable Form Attachment 8 shall be submitted as specified in TORFP Section 2.3.4 for this deliverable. Only one (1) Agency Acceptance of Deliverable Form Attachment 9 will be signed by the TO Manager.

- d) **Deliverable 2-4: Implementation of Online Lead Rental Registration Applications in accordance with eBusiness Implementation Plan** - The TO Contractor shall implement the Online Lead Rental Registration Applications as specified in TORFP Section 2.2.2.

Deliverable(s) = Physical Implementation of the Online Lead Rental Registration Applications at the MDE Data Center. Demonstration of the implementation of the Online Lead Rental Registration Applications to the TO Manager and designated OIMT Staff. The Agency Receipt of Deliverable Form Attachment 8 shall be submitted as specified in TORFP Section 2.3.4 for this deliverable. Only one (1) Agency Acceptance of Deliverable Form Attachment 9 will be signed by the TO Manager.

- e) **Deliverable 2-5: Completion of Online Lead Rental Registration Applications Performance and Acceptance Validation Testing and Reporting** - The TO Contractor shall perform performance and acceptance validation testing and reporting as specified in TORFP Section 2.2.2.

Deliverable(s) = Documented Performance and Acceptance Validation Testing Report(s) (Microsoft Word and/or Microsoft Excel) and presentation of the deliverable to the TO Manager and OIMT Staff. The Agency Receipt of Deliverable Form Attachment 8 shall be submitted as specified in TORFP Section 2.3.4 for this deliverable. Only one (1) Agency Acceptance of Deliverable Form Attachment 9 will be signed by the TO Manager.

- f) **Deliverable 2-6: Complete training of MDE Staff on the Online Lead Rental Registration Applications use and Administration in accordance with Training Plans to include submission of Online Lead Rental Registration Applications training materials.** - The TO Contractor shall implement the Training Plan and provide training materials as specified in TORFP Section 2.2.2.

Deliverable(s) = Training Session(s) in accordance with approved training plan specified in TORFP Section 2.2.2, Training Materials (Microsoft Word, HTML, Adobe PDF, or other MDE approved format). The Agency Receipt of Deliverable Form Attachment 8 shall be submitted as specified in TORFP Section 2.3.4 for this deliverable. Only one (1) Agency Acceptance of Deliverable Form Attachment 9 will be signed by the TO Manager.

- g) **Deliverable 2-7: Online Lead Rental Registration Applications in Production Use for 90 Day Warranty Period.** - The TO Contractor shall warrant the Online Lead Rental Registration Applications product for 90 days in production use as specified in TORFP Section 2.2.2.

Deliverable(s) = Training Session(s) in accordance with the approved training plan specified in TORFP Section 2.2.2. The Agency Receipt of Deliverable Form Attachment 8 shall be submitted as specified in TORFP Section 2.3.4 for this deliverable. Only one (1) Agency Acceptance of Deliverable Form Attachment 9 will be signed by the TO Manager.

### 2.3.3 Milestone 3: Task 3 Content eCommerce Application (Section 2.2.3)

- a) **Deliverable 3-1: eCommerce Implementation Plan** - The TO Contractor shall develop a New eCommerce Strategy Plan as specified in TORFP Section 2.2.2 using a TO Contractor proposed format that has been reviewed and approved by the TO Manager.

**Deliverable(s)** = New eCommerce Implementation Plan (Microsoft Word), Presentation of deliverable to the TO Manager. The Agency Receipt of Deliverable Form Attachment 8 shall be submitted as specified in TORFP Section 2.3.4 for this deliverable. Only one (1) Agency Acceptance of Deliverable Form Attachment 9 will be signed by the TO Manager.

- b) **Deliverable 3-2: Documentation for eCommerce Hardware and Software System Installation and Configuration, Technical and Security Specifications, and Operational, Maintenance, and Support Requirements** - The TO Contractor shall develop Documentation as specified in TORFP Section 2.2.2 using a TO Contractor proposed format that has been reviewed and approved by the TO Manager.

**Deliverable(s)** = eCommerce Hardware and Software System Installation and Configuration Document (Microsoft Word), Technical and Security Specifications Document (Microsoft Word), and Operational, Maintenance, and Support Requirements (Microsoft Word) - Presentation of Documents to the TO Manager. The Agency Receipt of Deliverable Form Attachment 8 shall be submitted as specified in TORFP Section 2.3.4 for this deliverable. Only one (1) Agency Acceptance of Deliverable Form Attachment 9 will be signed by the TO Manager.

- c) **Deliverable 3-3: TO Contractor Purchase of eCommerce Hardware/Software/Licensing** - The TO Contractor shall propose and purchase the eCommerce hardware/software/licensing/hardware maintenance and software maintenance in support of the new Online Lead Rental Registration Applications as specified in TORFP Section 2.2.2.

**Deliverable(s)** = Order Confirmation and Delivery Receipt(s) (Microsoft Word or Adobe PDF). The Agency Receipt of Deliverable Form Attachment 8 shall be submitted as specified in TORFP Section 2.3.4 for this deliverable. Only one (1) Agency Acceptance of Deliverable Form Attachment 9 will be signed by the TO Manager.

- d) **Deliverable 3-4: Implementation of eCommerce Solution in accordance with eCommerce Implementation Plan** - The TO Contractor shall implement the Online Lead Rental Registration Applications as specified in TORFP Section 2.2.2.

**Deliverable(s)** = Physical Implementation of the eCommerce Solution at the MDE Data Center. Demonstration of the implementation of the eCommerce Solution to the TO Manager and designated OIMT Staff. The Agency Receipt of Deliverable Form Attachment 8 shall be submitted as specified in TORFP Section 2.3.4 for this deliverable. Only one (1) Agency Acceptance of Deliverable Form Attachment 9 will be signed by the TO Manager.

- e) **Deliverable 3-5: Completion of eCommerce Solution Performance and Acceptance Validation Testing and Reporting** - The TO Contractor shall perform eCommerce Solution performance and acceptance validation testing and reporting as specified in TORFP Section 2.2.3.

**Deliverable(s)** = Documented Performance and Acceptance Validation Testing Report(s) (Microsoft Word and/or Microsoft Excel) and presentation of the deliverable to the TO Manager and OIMT Staff. The Agency Receipt of Deliverable Form Attachment 8 shall be submitted as specified in TORFP Section 2.3.4 for this deliverable. Only one (1) Agency Acceptance of Deliverable Form Attachment 9 will be signed by the TO Manager.

- f) **Deliverable 3-6: Complete training of MDE Staff on the eCommerce Solution use and eCommerce Solution administration in accordance with Training Plans to include submission of eCommerce training materials.** - The TO Contractor shall implement the eCommerce Solution Training Plan and provide eCommerce Solution training materials as specified in TORFP Section 2.2.2.

**Deliverable(s)** = Training Session(s) in accordance with approved training plan specified in TORFP Section 2.2.3, CMS Training Materials (Microsoft Word, HTML, Adobe PDF, or other MDE approved format). The Agency Receipt of Deliverable Form Attachment 8 shall be submitted

as specified in TORFP Section 2.3.6 for this deliverable. Only one (1) Agency Acceptance of Deliverable Form Attachment 9 will be signed by the TO Manager.

- g) **Deliverable 3-7: eCommerce Solution in Production Use for 90 Day Warranty Period.** - The TO Contractor shall warrant the eCommerce Solution for 90 days in production use as specified in TORFP Section 2.2.2.

Deliverable(s) = Completion of 90 Day Warranty Period as specified in TORFP Section 2.2.2. The Agency Receipt of Deliverable Form Attachment 8 shall be submitted as specified in TORFP Section 2.3.4 for this deliverable. Only one (1) Agency Acceptance of Deliverable Form Attachment 9 will be signed by the TO Manager.

### 2.3.4 Deliverable Acceptance

Upon completion of each Milestone, the TO Contractor shall deliver all deliverables for that Milestone to the TO Project Manager for acceptance. The TO Contractor shall memorialize such delivery in a written AGENCY RECEIPT OF DELIVERABLE FORM (ATTACHMENT 8) which sets forth the nature and condition of the deliverables, the medium of delivery, and the date of delivery. The TO Project Manager will countersign such AGENCY RECEIPT OF DELIVERABLE FORM to indicate receipt of the contents described therein. The TO Project Manager will commence any required acceptance testing or reviews following receipt of the deliverables according to the schedule agreed upon in the project plan required by TORFP Deliverable 2.3.1. Upon completion of such testing/reviews, the TO Project Manager will issue to the TO Contractor notice of acceptance or rejection of the deliverables. In the event of rejection, the TO Contractor shall use all reasonable effort to correct any deficiencies or non-conformities and resubmit the deliverable(s) within five (5) business days, or request in writing to the TO Project Manager a justification for any time required beyond five (5) business days. If a deliverable is not accepted by the TO Project Manager, the TO Contractor shall notify the TO Project Manager in writing of any risks associated with schedule delays. The TO Project Manager may direct that follow-on work may not continue until the deliverable is either accepted by the TO Project Manager or the TO Project Manager waives a condition associated with the deliverable.

The following MDE Deliverable Schedule is an estimate for the TO Contractor to consider when preparing the TO Contractor’s Project Schedule. The TO Contractor’s Project Schedule shall take into account State holidays and service reduction days.

Table 1 - MDE Deliverable Schedule

Milestone Number	Deliverable	Milestone	Delivery Schedule
1	1-1	Project Management Plan	10 business days after Contract NTP
	1-2	Project Schedule	At project kick-off and every 10 business days
	1-3	Kick-off meeting	5 business days after Contract NTP
2	2-1	eBusiness Implementation Plan	30 business days after Milestone 2 NTP



<b>Milestone Number</b>	<b>Deliverable</b>	<b>Milestone</b>	<b>Delivery Schedule</b>
	2-2	Documentation for Online Lead Rental Registration Applications Hardware and Software System Installation and Configuration, Technical and Security Specifications, and Operational, Maintenance, and Support Requirements	60 business days after Milestone 2 NTP
	2-3	TO Contractor Purchase of Online Lead Rental Registration Applications Hardware/Software/Licensing	75 business days after Milestone 2 NTP
	2-4	Implementation of Online Lead Rental Registration Applications in accordance with eBusiness Implementation Plan	75 business days after Milestone 2 NTP
	2-5	Completion of Online Lead Rental Registration Applications performance and acceptance validation testing and reporting	75 business days after Milestone 2 NTP
	2-6	Complete training of MDE Staff on Online Lead Rental Registration Applications use and administration in accordance with Training Plans to include submission of Online Lead Rental Registration Applications training materials	90 business days after Deliverable 2-4 and 2-5
	2-7	Online Lead Rental Registration Applications in Production Use for 90 Day Warranty Period	90 business days after Milestone 2 NTP
3	3-1	eCommerce Implementation Plan	30 business days after Milestone 3 NTP
	3-2	Documentation for eCommerce Solution Hardware and Software System Installation and Configuration, Technical and Security Specifications, and Operational, Maintenance, and Support Requirements	60 business days after Milestone 3 NTP
	3-3	TO Contractor Purchase of ecommerce Solution Hardware/Software/Licensing	60 business days after Milestone 3 NTP

<b>Milestone Number</b>	<b>Deliverable</b>	<b>Milestone</b>	<b>Delivery Schedule</b>
	3-4	Implementation of eCommerce Solution in accordance with eCommerce Implementation Plan	180 business days after Milestone 3 NTP
	3-5	Completion of eCommerce Solution performance and acceptance validation testing and reporting	180 business days after Milestone 3 NTP
	3-6	Complete training of MDE Staff on eCommerce Solution use and administration in accordance with Training Plans to include submission of Online Lead Rental Registration Applications training materials	200 business days after Milestone 3 NTP
	3-7	eCommerce Solution in Production Use for 90 Day Warranty Period	90 business days after Deliverable 3-4 and 3-5

The acceptance criteria for deliverables in Milestone 1 through 3 are defined by the TO Manager approved Statement of Work (set forth in TORFP Section 2.2) for each Milestone. In situations where the TO Manager identifies omissions in the requirements of a deliverable, the TO Manager reserves the right to determine the impact of the omission upon acceptance of that deliverable. The TO Manager’s determination of the impact of the omission of requirements for a deliverable, and recommendation for addressing that omission, shall be documented in the acceptance or rejection of the deliverable. Those omissions determined as unacceptable by the TO Manager shall be resolved by TO Contractor prior to acceptance of the deliverable. However, for omissions accepted with the approval of the TO Manager for that deliverable, the TO Manager may direct the TO Contractor to resolve the omission at a later time through the change request process described in TORFP Section 2.10.

### **2.3.5 Performance Ratings and Mitigation Procedures for Deliverables**

#### **2.3.5.1 Performance Ratings for Deliverable**

Based on the quality of deliverables detailed in Section 2.3, the TO Manager shall issue a corresponding performance rating on the Deliverable Product Acceptance Form (DPAF) provided as Attachment 9. In the event of poor or non-performance on the deliverable resulting in a rating of “unacceptable” or “partially unacceptable”, full or partial payment may be withheld pending the outcome of the procedures described in Section 2.3.5.2.

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

At any time during the TO period of performance, should the quality of deliverables detailed in Section 2.3 be rated “unacceptable” or “partially unacceptable” due to poor or non-performance as determined by the TO Manager, MDE shall pursue the following mitigation procedures prior to requesting a replacement employee:

- a) The TO Manager shall document performance issues and give written notice to the TO Contractor, clearly describing problems and delineating remediation requirement(s).

- b) The TO Contractor shall respond with a written remediation plan within three business days and implement the plan immediately upon written acceptance by the TO Manager.
- c) Should performance issues persist, the TO Manager may give written notice or request the immediate removal of person(s) whose performance is at issue, and determine whether a substitution is required.

## **2.4 REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES**

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

- The State's System Development Life Cycle (SDLC) methodology
- The State Information Technology Security Policy and Standards
- The State Information Technology Project Oversight
- The State of Maryland Enterprise Architecture
- The TO Contractor shall follow the project management methodologies that are consistent with the Project Management Institute's Project Management Body of Knowledge Guide. TO Contractor's staff and sub Contractors are to follow a consistent methodology for all TO activities.
- The State Information Technology Web Site Branding Standards ([doit.maryland.gov/webcom](http://doit.maryland.gov/webcom))
- The State of Maryland ADA Policies and Standards ([doit.maryland.gov](http://doit.maryland.gov) (search: nva))

## **2.5 MDE DEPARTMENTAL RESPONSIBILITIES**

The Department shall provide the following:

- 2.5.1 Executive Steering Committee: This project oversight body consists of MDE executive management, senior business managers, and senior IT representatives.
- 2.5.2 Project management to include a dedicated PM to serve as a single point of contact to the TO Contractor. Duties include:
  - Coordination of plan development
  - Develop, Monitor and Update Master Project Schedule
  - Maintain and update the PMP document
  - Manage and monitor project risks and issues
  - Management of the Department's project team
  - Monitor and facilitate approval of deliverables
  - Authorize payment of invoices pending approval of deliverables
  - Assure TO Contractor is provided with sufficient access to both technical and business knowledge experts to maintain the project schedule
  - Provide project status updates to the Executive Steering Committee
  - Provide Department Change and Configuration Management documentation

- 2.5.3 Coordinate all project meetings with the TO Contractor, with applicable senior staff from OIMT and the business Programs.
- 2.5.4 MDE shall provide office space, data center rack space, provision power, and associated physical device connectivity for the following TO Contractor provided website hardware configurations:
- Production Environment
  - Disaster Recovery Environment
  - Development/Testing Environment
  - Training Environment
  - Staging Environment
- 2.5.5 Perform MDE Website data backup activities such as tape rotation and off-site storage.
- 2.5.6 MDE shall assume maintenance and operations responsibility of the MDE Online Lead Rental Registration Applications and eCommerce Solution at the end of the 90 business day warranty period. The TO Contractor shall continue to provide hardware and software maintenance and support as defined in Sections 2.2.32 and 2.2.43 for the duration of the TORFP Contract.
- 2.5.7 Provide network related troubleshooting with assistance from the TO Contractor as necessary and as requested with respect to the MDE Website.

## **2.6 TO CONTRACTOR EXPERTISE REQUIRED**

The TO Contractor must demonstrate a level of expertise for each of the following tasks:

### **2.6.1 Project Management**

The TO Contractor shall provide a Project Manager with active certification by the Project Management Institute (PMI) as a Project Management Professional (PMP) to provide Project Management services with expertise in the following areas:

- Project Management Plan development.
- Project Scheduling.
- Project planning, execution, monitoring and control.
- Project tracking and oversight.
- Risk assessment and mitigation.
- Good verbal and written communication skills.
- Knowledge of Web and IT system development and methodologies.

### **2.6.2 Web eBusiness Application Design, Development AND Implementation**

The TO Contractor staff shall demonstrate expertise in the following areas:

- Knowledge and experience with web eBusiness design and architecture.
- Knowledge and experience with planning and designing large, complex government online eBusiness applications.
- Knowledge and experience of online eBusiness usability best practices.
- Knowledge and experience with leading edge Web and New Media solutions / architecture and technologies, nomenclature, and development as well as use of industry best practices.

- Knowledge and experience with translating online eBusiness application design mockups into standard compliant XHTML pages, and designing Web pages in Photoshop for potential site integration.
- Knowledge and experience in eBusiness application design, interface design, information architecture, Web 2.0 technologies, Section 508 accessibility standards and Maryland ADA compliance standards.
- Knowledge and experience designing e-Government web solutions for Government Entities.

### **2.6.3 Web eCommerce Application Design AND Implementation**

The TO Contractor staff shall demonstrate expertise in the following areas:

- Knowledge and experience with web eCommerce design and architecture.
- Knowledge and experience with planning and designing large, complex government websites.
- Knowledge and experience of web usability best practices.
- Knowledge and experience with leading edge Web and New Media solutions / architecture and technologies, nomenclature, and development as well as use of industry best practices.
- Knowledge and experience with translating web design mockups into standard compliant XHTML pages, and designing Web pages in Photoshop for potential site integration.
- Knowledge and experience in web design, interface design, information architecture, Web 2.0 technologies, Section 508 accessibility standards and Maryland ADA compliance standards.
- Knowledge and experience designing e-Government web solutions for Government Entities.

## **2.7 RETAINAGE**

Ten percent (10%) of each invoice for Milestones 1 through 5 deliverables shall be held by MDE as retainage. The Contractor shall invoice for the total retainage no earlier than ninety days (90) after acceptance of all Project Milestones 1 through 4.

If the TO Contractor fails to meet the requirements as defined in the Contract, the TO Contractor shall rectify the performance problem or complete the specification to the satisfaction of the TO Manager within thirty (30) days or as directed by the TO Project Manager, at no cost to the MDE, as described in the Contract. If the TO Manager is not satisfied within this timeframe, the Contractor forfeits the retainage.

The TO Contractor shall submit a separate invoice for the retainage release. The TO Contractor shall track any cumulative retainage amount and display this amount on the invoices, until the retainage is released by the TO Manager.

## **2.8 INVOICING**

Payment will only be made upon completion and acceptance of the milestones as defined in Attachment 1, Attachment 1A and Attachment 1B.

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS II Master Contract. Invoices for payment shall contain the TO Contractor's Federal Tax Identification Number, as well as the information described below, and must be submitted to the TO Manager for payment approval. Payment of invoices will be withheld if a signed Acceptance of Deliverable form – Attachment 9, is not submitted.

The TO Contractor shall submit invoices for payment upon acceptance of separately priced deliverables, on or before the 15<sup>th</sup> 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.

## 2.8.1 INVOICE SUBMISSION PROCEDURE

This procedure consists of the following requirements and steps:

- A) The invoice shall identify MDE OIMT as the TO Requesting Agency, deliverable description, associated TO Agreement number, date of invoice, period of performance covered by the invoice, and a TO Contractor point of contact with telephone number.
- B) The TO Contractor shall send the original of each invoice and supporting documentation (itemized billing reference for employees and any subcontractor and signed Acceptance of Deliverable form – Attachment 9, for each deliverable being invoiced) submitted for payment to the MDE at the following address:
  - Wayne Petrush, Director, Project Management
  - Office of Information Management and Technology
  - Maryland Department of the Environment
  - Montgomery Park Business Center
  - 1800 Washington Blvd.
  - Baltimore, MD 21230
- C) Invoices for final payment shall be clearly marked as “FINAL” and submitted when all work requirements have been completed and no further charges are to be incurred under the TO Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.

## 2.9 REPORTING

The TO Contractor and the TO Requesting Agency shall conduct weekly progress meetings. A weekly project progress report shall be submitted at least 2 days in advance prior to the discussion to the TO Manager and shall contain, at a minimum, the following information:

- A) TO Requesting Agency name, TO Agreement number, functional area name and number, reporting period and “Progress Report” to be included in the e-mail subject line.
- B) Work accomplished during the weekly period.
- C) Deliverable progress, as a percentage of completion.
- D) Problem areas, including scope creep or deviation from the work plan.
- E) Planned activities for the next reporting period.
- F) Gantt chart updated from the original to show actual progress; as applicable, explanations for variances and plan for completion on schedule.
- G) An accounting report for the current reporting period and a cumulative summary of the totals for both the current and previous reporting periods. The accounting report shall include amounts invoiced-to-date and paid-to-date.
- H) Prepare and submit weekly or as needed updates on project artifacts to include: Project Management Plan, Project Schedule and other project artifacts to reflect changes to scope, schedule, personnel, and costs.
- I) Monthly reporting of MBE participation is required in accordance with the terms and conditions of the CATS II Master Contract by the 15<sup>th</sup> day of each month. The TO Contractor shall provide a completed MBE Participation form (Attachment 2, Form D-5) to The Maryland Department of the Environment (MDE) Office of Information Management and Technology (OIMT) at the same time the invoice copy is sent. The TO Contractor shall ensure that each MBE Subcontractor provides a completed MBE Participation Form (Attachment 2, Form D-6). Subcontractor reporting shall be sent directly from the

subcontractor to MDE OIMT. MDE OIMT 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.

## **2.10 CHANGE REQUEST REQUIREMENTS**

### **2.10.1 State's Unilateral Right**

Pursuant to § 13-218 of the State Finance and Procurement Article of the Annotated Code of Maryland, the State has the unilateral right to order in writing changes in the work within the scope of the Contract.

### **2.10.2 Allowed Changes**

The TO Contractor shall submit Change Requests (CRs) to request any changes to the Scope of Work (as required by TORFP Section 2.2), Base Contract Amount (TORFP Attachment A), or baseline project schedule. The TO Contractor shall only propose project schedule changes that adjust the durations of individual Milestones, but shall not propose to alter the deadlines established in TORFP Table 1 - MDE Deliverable Schedule MDE Deliverable Schedule unless approved by the TO Manager.

### **2.10.3 Change Request Process**

The TO Contractor shall submit all CRs in writing to the TO Manager. The CR shall include the impact to the Requirements Document, total Base Contract Amount, and baseline project schedule. All CRs require the written approval of the TO Manager. The TO Manager will provide the final disposition of the CR in writing to the TO Contractor.

### **2.10.4 Change Request Invoices**

The TO Contractor shall invoice MDE for work performed on any approved CR with the invoice for that Milestone upon acceptance of the Milestone by the TO Manager.

## **2.11 CHANGE ORDERS**

If the TO Contractor is required to perform additional work, or there is a work reduction due to unforeseen scope changes, the TO Contractor and TO Manager shall negotiate a mutually acceptable price modification based on the TO Contractor's proposed rates in the Master Contract and scope of the work change. No scope of work modifications shall be performed until a change order is executed by the TO Procurement Officer and approved by the Department of Information Technology.

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

### **3.1 REQUIRED RESPONSE**

Each Master Contractor receiving this CATS II TORFP must respond within the submission time designated in the Key Information Summary Sheet. Each Master Contractor is required to submit one of two possible responses: 1) a proposal along with a completed Master Contractor Feedback Form; or 2) a Master Contractor Feedback Form only. The feedback form helps the State understand for future contract development why Master Contractors did or did not submit proposals. The form is accessible via the CATS II Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu.

### **3.2 FORMAT**

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

#### **3.2.1 THE TECHNICAL PORTION OF THE TO PROPOSAL SHALL INCLUDE**

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

- 1) *Requirements:* A detailed discussion of the Master Contractor's understanding of the work and the Master Contractor's capabilities, approach and solution to address the requirements outlined in Section 2.
- 2) *Assumptions:* A description of any assumptions formed by the Master Contractor in developing the Technical Proposal.
- 3) *Risk Assessment:* An assessment of any risks inherent in the work requirements and actions to mitigate these risks.
- 4) *Proposed Solution:* A description of the Master Contractor's proposed solution to accomplish the specified work requirements. At a minimum, the Master Contractor shall address the following items in the proposed solution.
  - a) Describe the process for defining and developing the new Online Lead Rental Registration Applications system and eCommerce eBusiness implementation plans.
  - b) Describe the process for defining and developing the new eBusiness applications.
  - c) Describe the training curriculum and training required by MDE OIMT Staff to administer the new eBusiness applications. Please be specific in terms of staff skill requirements and level of effort in terms of staff time requirements in participating in the training sessions.
  - d) Describe the proposed methodology for maintaining up to date e-business forms configuration documentation.
  - e) Describe the Quality Assurance/Quality Control (QA/QC) reports and validation processes that will be used, documented and provided to MDE OIMT to demonstrate and validate that the system is configured properly and performs as described by the TO Contractor.
  - f) Describe the methodology for e-business forms to assess forms and workflow instances and code that will be used by the TO Contractor.
  - g) Describe and define the e-business implementation approach. The TO Contractor shall provide up to 3 examples where this approach was successfully executed.
  - h) Describe the web content migration process that will be used to transfer e-business processes from the existing MDE manual process to the new SharePoint eBusiness solutions. Please



describe any actions or modifications that MDE OIMT staff will be required to make with respect to the management and maintenance of the existing process during the migration. Describe the impact this will have (if any) on MDE OIMT Staff workload and web content management procedures.

- i) Describe in detail the procedure and approach that will be used to develop required updates to the Web Governance Policy.
  - j) Describe the process used to develop new web eBusiness applications.
  - k) Describe process and expertise working with Flash animations, RIAs, mashups, AJAX, and other programming and interactive web tools and how these tools can be used to: 1) improve the ability of users to find and interact with data and information, and 2) improve data capture and interactive forms usability.
- 5) *Proposed Tools:* A description of all proposed tools that will be used to facilitate the work requirements of this TORFP.
  - 6) *Tasks and Deliverables:* A description of and the schedule for each task and deliverable, illustrated by a Gantt chart. Start and completion dates for each task, milestone, and deliverable shall be indicated. The Gantt chart will form the baseline for task order monitoring, and will be updated weekly as part of progress reporting (see Section 2.9).
  - 7) *Work Breakdown Structure:* A detailed work breakdown structure (WBS) and staffing schedule, with labor hours by skill category that will be applied to meet each milestone and deliverable, and to accomplish all specified work requirements of this TORFP. Include all State labor category resource requirements and labor hours required by TO Contractor.
  - 8) *Acceptance Criteria:* A statement acknowledging the Master Contractor's understanding of the acceptance criteria.
- B) Proposed Personnel
- 1) Identify and provide resumes for all proposed personnel by labor category. The resume should highlight the proposed personnel's applicable responsibilities and accomplishments as they relate to the requirements of this TORFP.
  - 2) Certification that all proposed personnel meet the minimum required qualifications and possess the required certifications in accordance to Section 2.6.
  - 3) Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under this TO Agreement.
  - 4) Complete and provide, at the interview, Attachment 5 – Labor Classification Personnel Resume Summary.
- C) MBE Participation
- 1) Submit completed MBE documents Attachment 2 - Forms D-1 and D-2.
- D) Subcontractors
- 1) Identify all proposed subcontractors, including MBEs, and their full roles in the performance of Section 2 - Scope of Work of this TORFP.
- E) Master Contractor and Subcontractor Experience and Capabilities
- 1) *Experience of the TO Contractor:* Provide three (3) examples of completed projects that were similar in scope to the one defined in the Scope of Work of this TORFP. Each example must include contact information for the client organization, complete with the following:

- a) Name of organization.
  - b) Point of contact name, title, and telephone number.
  - c) Services provided as they relate to Section 2 - Scope of Work.
  - d) Start and end dates for each example project or contract. If the Master Contractor is no longer providing the services, explain why not.
- 2) *State of Maryland Experience:* If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five (5) years with any government 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.

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

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 THE FINANCIAL RESPONSE OF THE TO PROPOSAL SHALL INCLUDE**

- A) A description of any assumptions on which the Master Contractor's Financial Proposal is based;
- B) Attachment 1 - Completed Financial Proposal:
  - 1) Milestone and Deliverable identifying information will be in bold and placed in a frame.
  - 2) The prices offered shall be firm fixed prices for the entire term of the Contract. Fixed-price dollar figures will be rounded to the nearest whole dollar.
  - 3) The information should continue, as necessary and appropriate, to cover all Milestones and Deliverables.
  - 4) List all deliverables, even those not separately priced (NSP).

- 5) The Master Contractor should indicate on Attachment 1B the appropriate Labor Category being proposed, and the Fixed Hourly Labor Category Rate. Proposed rates are not to exceed the rates defined in the Consulting and Technical Services II (CATS II) Master Contract.
- C) The Offeror's proposed price shall be fully loaded and expressly include overhead expenses (e.g., fringe benefits, administrative costs, profits, etc.), and all related and incidental expenses (e.g., travel, legal services) associated with providing all goods and services and equipment required by this TORFP. No other amounts or costs will be paid to the Contractor. Specifically, no taxes or assessments or license fees or permits of any type will be paid in addition to the price(s) proposed on the Price Proposal.
- D) The Offeror's "Total Evaluated Cost" specified on the Price Proposal-Attachment 1B is based on an estimated quantity for the number of hours to be utilized for Task 4 - Optional Services: Web Maintenance and Enhancements and will be used solely for price evaluation, comparison and selection for recommendation for award. The quantity indicated is not a guarantee of any minimum or maximum amount and may change at any time during the term of the Task Order.
- E) There is no guarantee of any minimum or maximum amounts under Task 4 - Optional Services: Web Maintenance and Enhancements. The actual amount to be paid to the TO Contractor shall be calculated using the Firm Fixed Unit Price (Hourly Rate) specified on the Price Proposal and the number of hours actually required by the MDE and provided by the TO Contractor.

## **SECTION 4 - PROCEDURE FOR AWARDING A TASK ORDER AGREEMENT**

### **4.1 EVALUATION CRITERIA**

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

### **4.2 TECHNICAL CRITERIA**

The following are technical criteria for evaluating a TO Proposal in descending order of importance. The TO Contractors proposals will be evaluated basis of the following:

- A) Overall understanding of the work required, quality of the approach, and proposed solution.
- B) Past performance on similar projects as provided in the Contractor's Technical Proposal.
- C) Experience with SharePoint for Internet 2007 comparable to the requirements herein, specifically with other State, Local, or Federal Government Entities.
- D) Experience with developing and implementing online eBusiness applications and online eCommerce fee payment technologies and applications.
- E) Required time involvement of MDE staff resources in implementing the requirements of this TORFP.
- F) The qualifications and experience of the proposed personnel
- G) Whether the proposed schedule is realistic and attainable and includes, but is not limited to, the milestones and deliverables listed in the TORFP.
- H) Task 4 Optional Services: Web Maintenance and Enhancements will be evaluated on the basis of the following:
  - 1) Past performance on similar projects as provided in the Contractor's Technical Proposal.
  - 2) The qualifications and experience of the proposed personnel
  - 3) Overall understanding of the work required

### **4.3 SELECTION PROCEDURES**

- A) TO Proposals deemed technically qualified will have their financial proposal considered. All others will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.
- B) Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.
- C) The State reserves the right to require from the TO Contractor an oral presentation to the evaluation committee or any other State designated personnel. The TO Contractor will receive a minimum of three-calendar days notice prior to the presentation. The State reserves the right to request any key personnel proposed by the Contractor to attend the oral presentation.
- D) The State reserves the right to require from the TO Contractor a demonstration of the proposed eBusiness and eCommerce functionality with integration to SharePoint 2007 to the evaluation committee or any other State designated personnel. The Contractor will receive a minimum of five-calendar days notice prior to the demonstration. The State reserves the right to request any key personnel proposed by the TO Contractor to attend the demonstration.
- E) The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment. In making this selection, a task order agreement shall be awarded to

the Contractor whose proposal is most advantageous to the State, considering price and the technical evaluation factors set forth herein. In making this determination, technical merit will receive greater weight than price.

#### **4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT**

Commencement of work in response to a TO Agreement shall be initiated only upon issuance of a fully executed TO Agreement, Purchase Order and by a Notice to Proceed authorized by the TO Procurement Officer. See Attachment 7 - Notice to Proceed (sample).

**ATTACHMENT 1**  
**SUMMARY PRICE PROPOSAL FOR CATS II TORFP**  
**P.O. # U00P1400391**

Item Number	Milestone	Line Item Cost
2.2.1	<b>Milestone 1: Project Initiation</b> (Total Milestone 1 Cost from Attachment 1A)	
2.2.2	<b>Milestone 2: Online Lead Rental Registration Applications and Framework</b> (Total Milestone 2 Cost from Attachment 1A)	
2.2.3	<b>Milestone 3: eCommerce Payment Application and Framework</b> (Total Evaluated Price from Attachment 1A)	
2.2.4	<b>Optional Services: Web Maintenance and Enhancements</b> (Total Evaluated Price from Attachment 1B)	
<b>TOTAL EVALUATED COST:</b>		

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

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

\_\_\_\_\_  
 Title

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

Submit as a .pdf file with the Financial Response

## ATTACHMENT 1A

### PRICE PROPOSAL (FIXED PRICE) FOR CATS II TORFP

**P.O. # U00P1400391**

Item Number	Milestone	Deliverable	Item Description	Fixed Price Cost
2.2.1	<b>Milestone 1: Project Initiation</b>	<b>Deliverable 1-1</b>	Final Project Management Plan	
		<b>Deliverable 1-2</b>	Final Project Schedule	
		<b>Deliverable 1-3</b>	Kick-off Meeting	
		<b>Total Milestone 1 Cost:</b>		
2.2.2	<b>Milestone 2: Online Lead Rental Registration Applications</b>	<b>Deliverable 2-1</b>	eBusiness Implementation Plan	
		<b>Deliverable 2-2</b>	Documentation for Online Lead Rental Registration Applications Hardware and Software System Installation and Configuration, Technical and Security Specifications, and Operational, Maintenance, and Support Requirements	
		<b>Deliverable 2-3</b>	TO Contractor Purchase of Online Lead Rental Registration Applications Hardware/Software/Licensing	
		<b>Deliverable 2-4</b>	Implementation of Online Lead Rental Registration Applications in accordance with eBusiness Implementation Plan	
		<b>Deliverable 2-5</b>	Completion of Online Lead Rental Registration Applications performance and acceptance validation testing and reporting	
		<b>Deliverable 2-6</b>	Complete training of MDE Staff on Online Lead Rental	

			Registration Applications use and administration in accordance with Training Plans to include submission of Online Lead Rental Registration Applications training materials	
		<b>Deliverable 2-7</b>	Online Lead Rental Registration Applications in Production Use for 90 Day Warranty Period	
			<b>Total Milestone 2 Cost:</b>	
<b>2.2.3</b>	<b>Milestone 3: eCommerce</b>	<b>Deliverable 3-1</b>	eCommerce Implementation Plan	
		<b>Deliverable 3-2</b>	Documentation for eCommerce Solution Hardware and Software System Installation and Configuration, Technical and Security Specifications, and Operational, Maintenance, and Support Requirements	
		<b>Deliverable 3-3</b>	TO Contractor Purchase of ecommerce Solution Hardware/Software/Licensing	
		<b>Deliverable 3-4</b>	Implementation of eCommerce Solution in accordance with eCommerce Implementation Plan	
		<b>Deliverable 3-5</b>	Completion of eCommerce Solution performance and acceptance validation testing and reporting	
		<b>Deliverable 3-6</b>	Complete training of MDE Staff on eCommerce Solution use and administration in accordance with Training Plans to include submission of Online Lead Rental Registration Applications training materials	
		<b>Deliverable 3-7</b>	eCommerce Solution in Production Use for 90 Day Warranty Period	
			<b>Total Milestone 3 Cost:</b>	
			<b>TOTAL COST MILESTONES 1-3:</b>	



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Authorized Individual Name

---

Company Name

---

Title

---

Company Tax ID #

Submit as a .pdf file with the Financial Response

**ATTACHMENT 1B**

**PRICE PROPOSAL (TIME AND MATERIALS) FOR CATS II TORFP**

**P.O. # U00P1400391**

**LABOR CATEGORIES**

<b>Labor Categories</b>	<b>A</b>	<b>B</b>	<b>C</b>
	<b>Hourly Labor Rate</b>	<b>Total Class Hours</b>	<b>Evaluated Task Cost</b>
(Master Contractor to insert Proposed labor categories for this TORFP)			
<b>2.2.4 Optional Services: Web Maintenance and Enhancements</b>			
<b>Task Category #1 - Web Application and Database Programming Tasks</b>			
Insert Proposed Labor Category #1	\$		
Insert Proposed Labor Category #2	\$		
etc.	\$		
<p align="center"><b>Task Category #1 Average Hourly Labor Rate:</b></p> (Average Hourly Labor Rate = Sum Total of Task Category #1 Proposed Hourly Labor Rates divided by Total Number of Task Category #1 Proposed Labor Categories)	(TO Contract shall insert average hourly labor rate here)	2500	(TO Contractor shall multiply Total Class Hours by Average Hourly Labor Rate and insert value here)
<b>Task Category #2 - Web Maintenance Support Tasks</b>			
Insert Proposed Labor Category #1	\$		
Insert Proposed Labor Category #2	\$		
etc.	\$		
<p align="center"><b>Task Category #2 Average Hourly Labor Rate:</b></p> (Average Hourly Labor Rate = Sum Total of Task Category #2 Proposed Hourly Labor Rates divided by Total Number of Task Category #2 Proposed Labor Categories)	(TO Contract shall insert average hourly labor rate here.)	800	(TO Contractor shall multiply Total Class Hours by Average Hourly Labor Rate and insert value here)
<b>Task Category #3 - Web System Support Tasks</b>			
Insert Proposed Labor Category #1	\$		
Insert Proposed Labor Category #2	\$		
etc.	\$		
<b>Task Category #3 Average Hourly Labor Rate:</b>	(TO Contract	400	(TO Contractor

(Average Hourly Labor Rate = Sum Total of Task Category #3 Proposed Hourly Labor Rates divided by Total Number of Task Category #3 Proposed Labor Categories)	shall insert average hourly labor rate here)		shall multiply Total Class Hours by Average Hourly Labor Rate and insert value here)
Total Evaluated Cost:			

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

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

\_\_\_\_\_  
Title

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

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

SUBMIT AS A .PDF FILE WITH THE FINANCIAL RESPONSE

**ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS**  
**TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING**  
**REQUIREMENTS**

**CATS II TORFP (P.O. # U00P1400391)**

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 15<sup>th</sup> of the month following the month that is being reported. For example, the report for January's activity is due no later than the 15<sup>th</sup> 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 15<sup>th</sup> of each month, regardless of whether there was any MBE payment activity for the reporting month. Actual payment data is verified and entered into the State's financial management tracking system from the subcontractor's D-6 report only. Therefore, if the subcontractor(s) do not submit their D-6 payment reports, the TO Contractor cannot and will not be given credit for subcontractor payments, regardless of the TO Contractor's proper submission of Form D-5. The TO Manager will contact the TO Contractor if reports are not received each month from either the prime Contractor or any of the identified subcontractors. The TO Contractor must promptly notify the TO Manager if, during the course of the contract, a new MBE subcontractor is utilized. Failure to comply with the MBE contract provisions and reporting requirements may result in sanctions, as provided by COMAR 21.11.03.13.

## ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

### FORM D – 1

#### CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT

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

In conjunction with the offer submitted in response to TORFP (P.O. # U00P1400391), I affirm the following:

1. I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of 25\_\_\_ percent and, if specified in the TORFP, sub-goals of \_0\_\_\_ percent for MBEs classified as African American-owned and \_0\_ percent for MBEs classified as women-owned. I have made a good faith effort to achieve this goal.

OR

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

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

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

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

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

\_\_\_\_\_  
Offeror Name

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name, Title

\_\_\_\_\_  
Date

SUBMIT AS A .PDF FILE WITH TO RESPONSE



## ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

### FORM D – 2

#### MINORITY BUSINESS ENTERPRISE PARTICIPATION SCHEDULE

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

TO Prime Contractor (Firm Name, Address, Phone)	Task Order Description
Task Order Agreement Number (P.O. # U00P1400391)	
List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	

**USE ATTACHMENT D-2 CONTINUATION PAGE AS NEEDED**

#### SUMMARY

<b>TOTAL MBE PARTICIPATION:</b>	_____ %
<b>TOTAL WOMAN-OWNED MBE PARTICIPATION:</b>	_____ %
<b>TOTAL AFRICAN AMERICAN-OWNED MBE PARTICIPATION:</b>	_____ %

Document Prepared By: (please print or type)

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



SUBMIT AS A .PDF FILE WITH TO RESPONSE

**ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS**

**FORM D – 2**

**MINORITY BUSINESS ENTERPRISE PARTICIPATION SCHEDULE (CONTINUED)**

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

SUBMIT AS A .PDF FILE WITH TO RESPONSE



**ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS**

**FORM D – 3**

**OUTREACH EFFORTS COMPLIANCE STATEMENT**

In conjunction with the bid or offer submitted in response to TORFP (P.O. # U00P1400391), I state the following:

1. Offeror identified opportunities to subcontract in these specific work categories:
  
2. Attached to this form are copies of written solicitations (with bidding instructions) used to solicit certified MBEs for these subcontract opportunities.
  
3. Offeror made the following attempts to contact personally the solicited MBEs:
  
4.  Offeror assisted MBEs to fulfill or to seek waiver of bonding requirements.  
  
(DESCRIBE EFFORTS)  
  
 This project does not involve bonding requirements.
  
5.  Offeror did/did not attend the pre-proposal conference  
 No pre-proposal conference was held.

\_\_\_\_\_  
Offeror Name

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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



**ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS**

**FORM D – 4**

**SUBCONTRACTOR PROJECT PARTICIPATION STATEMENT**

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

Provided that \_\_\_\_\_ is awarded the TO Agreement in

(Prime TO Contractor Name)

conjunction with TORFP No. U00P1400391, it and \_\_\_\_\_,

(Subcontractor Name)

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

(Describe work to be performed by MBE):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

By:

By:

\_\_\_\_\_  
Prime Contractor Signature

\_\_\_\_\_  
Subcontractor Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

## ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

### FORM D – 5

#### MINORITY BUSINESS ENTERPRISE PARTICIPATION TO CONTRACTOR PAID/UNPAID INVOICE REPORT

Report #: _____ Reporting Period (Month/Year): _____ <b>Report is due by the 15<sup>th</sup> of the following month.</b>	CATS II TORFP (P.O. # U00P1400391) Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____
--	--

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

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

**Return one copy of this form to the following address:**

Wayne Petrush, TO Manager Maryland Department of the Environment 1800 Washington Boulevard Baltimore, MD 21230 <a href="mailto:wpetrush@mde.state.md.us">wpetrush@mde.state.md.us</a>	Roland Jones, To Procurement Manager Maryland Department of the Environment 1800 Washington Boulevard Baltimore, MD 21230 <a href="mailto:rljones@mde.state.md.us">rljones@mde.state.md.us</a>
---	--

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



**ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS**

**FORM D – 6**

**MINORITY BUSINESS ENTERPRISE PARTICIPATION SUBCONTRACTOR PAID/UNPAID INVOICE REPORT**

Report #: _____ Reporting Period (Month/Year): __/_____ <b>Report Due By the 15<sup>th</sup> of the following Month.</b>	CATS II TORFP (P.O. # U00P1400391) 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: _____		
<b>List all payments received from Prime TO Contractor during reporting period indicated above.</b>  1. _____  2. _____  3. _____  <b>Total Dollars Paid: \$</b> _____	<b>List dates and amounts of any unpaid invoices over 30 days old.</b>  1. _____  2. _____  3. _____  <b>Total Dollars Unpaid: \$</b> _____	
Prime TO Contractor: _____		Contact Person: _____

**Return one copy of this form to the following address:**

Wayne Petrush, TO Manager Maryland Department of the Environment 1800 Washington Boulevard Baltimore, MD 21230 <a href="mailto:wpetrush@mde.state.md.us">wpetrush@mde.state.md.us</a>	Roland Jones, To Procurement Manager Maryland Department of the Environment 1800 Washington Boulevard Baltimore, MD 21230 <a href="mailto:rljones@mde.state.md.us">rljones@mde.state.md.us</a>
---	--

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

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

### **ATTACHMENT 3 – TASK ORDER AGREEMENT**

#### **CATS II TORFP# U00P9999999 OF MASTER CONTRACT #060B9800035**

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

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

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

“Agency” means the Department of Information Technology, as identified in the CATS II TORFP # U00P1400391

- a. “CATS II TORFP” means the Task Order Request for Proposals # U00P1400391, dated October 12, 2010, including any addenda.
- b. “Master Contract” means the CATS II Master Contract between the Maryland Department of Information Technology and TO Contractor dated June 1, 2009.
- c. “TO Procurement Officer” means. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
- d. “TO Agreement” means this signed TO Agreement between the Maryland Department of Information Technology and TO Contractor.
- e. “TO Contractor” means the CATS II Master Contractor awarded this TO Agreement, whose principal business address is \_\_\_\_\_ and whose principal office in Maryland is \_\_\_\_\_.
- f. “TO Manager” means Wayne Petrush of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
- g. “TO Proposal - Technical” means the TO Contractor’s technical response to the CATS II TORFP dated date of TO Proposal – Technical.
- h. “TO Proposal – Financial” means the TO Contractor’s financial response to the CATS II TORFP dated date of TO Proposal - Financial.
- i. “TO Proposal” collectively refers to the TO Proposal – Technical and TO Proposal – Financial.

2. Scope of Work

- 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supercede the Master Contract.
- 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS II TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
  - a. The TO Agreement,

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

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

3. Time for Performance

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS II TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of one year and six months with no renewal options, commencing on the date of Notice to Proceed and terminating on \_\_\_\_\_.

4. Consideration and Payment

- 4.1 The consideration to be paid the TO Contractor shall be done so in accordance with the CATS II TORFP and shall not exceed \$\_\_\_\_\_. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.
- 4.2 Payments to the TO Contractor shall be made as outlined Section 2 of the CATS II TORFP, but no later than thirty (30) days after the Agency's receipt of an invoice for services provided by the TO Contractor, acceptance by the Agency of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.
- 4.3 Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is Federal ID number. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices must be submitted to the Agency TO Manager unless otherwise specified herein.
- 4.4 In addition to any other available remedies, if, in the opinion of the TO Procurement Officer, the TO Contractor fails to perform in a satisfactory and timely manner, the TO Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the TO Contractor to be reduced or withheld until such time as the TO Contractor meets performance standards as established by the TO Procurement Officer.

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

TO Contractor Name

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

\_\_\_\_\_  
Date

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

STATE OF MARYLAND  
Maryland Department of the Environment

\_\_\_\_\_  
By: Dinesh Gandhi, TO Procurement Officer

\_\_\_\_\_  
Date

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

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

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





SIGNATURE REQUIRED AT THE TIME OF THE INTERVIEW

**ATTACHMENT 6 – DIRECTIONS**  
**TO THE PRE-TO PROPOSAL CONFERENCE**

**Driving directions to:**

**MDE Headquarters**

**1800 Washington Blvd.**

**Baltimore, MD 21230**

**From points north of Baltimore**

Take I-95 South

Go through the Fort McHenry Tunnel

Exit at Exit 53 (I-395)

Bear to the right and follow signs to Martin Luther King Boulevard

Move into the left lane as the roadway descends from the overpass

At the first traffic light, make a left onto Washington Boulevard

Follow Washington Boulevard for approximately one mile

Cross over Monroe Street.

Make a right into the first parking lot entrance (Red Lot)

At the gate press the intercom button and tell the guard that you are visiting MDE for a Pre-Bid Conference

Enter the lobby and proceed to the first floor reception area

**From points south of Baltimore**

Take I-95 North

Exit at Exit 51 (Washington Boulevard).

At the bottom of the exit ramp, make a left onto Washington Boulevard.

Proceed approximately one half mile and cross over railroad tracks

Turn left into the parking lot entrance just past the railroad tracks (Red Lot)

At the gate press the intercom button and tell the guard that you are visiting MDE for a Pre-Bid Conference

Enter the lobby and proceed to the first floor reception area

## **ATTACHMENT 7 – NOTICE TO PROCEED**

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS II Task Order Agreement (P.O. # U00P1400391)

Dear TO Contractor Contact:

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

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

Sincerely,

TO Procurement Officer

Task Order Procurement Officer

Enclosures (2)

cc: Wayne Petrush

Procurement Liaison Office, Department of Information Technology

Project Management Office, Department of Information Technology

**ATTACHMENT 8 – AGENCY RECEIPT OF DELIVERABLE FORM**

I acknowledge receipt of the following:

TORFP Title: Maryland department of the Environment (MDE) Website Revamp

TO Agreement Number: (P.O. # U00P1400391)

Title of Deliverable: \_\_\_\_\_

TORFP Reference Section # \_\_\_\_\_

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

Name of TO Manager: Wayne Petrush

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

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

Name of TO Contractor's Project Manager: \_\_\_\_\_

\_\_\_\_\_  
TO Contractor's Project Manager Signature

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

SUBMIT AS REQUIRED IN SECTION 2.2 OF THE TORFP.



## ATTACHMENT 9 – AGENCY ACCEPTANCE OF DELIVERABLE FORM

Agency Name: Maryland Department of the Environment

TORFP Title: MDE Web Revamp Project – Phase 2

TO Manager: Wayne Petrush – 410-537-3099

**To:**

The following deliverable, as required by TO Agreement (P.O. # U00P1400391), has been received and reviewed in accordance with the TORFP.

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

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

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

This deliverable:

Is accepted as delivered.

Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

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

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

ISSUED BY THE TO MANAGER AS REQUIRED IN SECTION 2.2 OF THE TORFP.

## ATTACHMENT 10 – NON-DISCLOSURE AGREEMENT (OFFEROR)

This Non- Disclosure Agreement (the “Agreement”) is made this \_\_\_ day of \_\_\_\_\_ 200\_, by and between \_\_\_\_\_ (hereinafter referred to as "the OFFEROR ") and the State of Maryland (hereinafter referred to as " the State").

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS II TORFP (P.O. # U00P1400391) for MDE Web Revamp Project – Phase 2. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to \_\_\_\_\_. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as “Confidential Information”. As a condition for its receipt and access to the Confidential Information described in Section 1.7 of the TORFP, OFFEROR agrees as follows:

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

OFFEROR: \_\_\_\_\_ BY: \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP





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

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

### RECITALS

**WHEREAS**, the TO Contractor has been awarded a Task Order Agreement (the “TO Agreement”) for the MDE Web Revamp Project – Phase 2 TORFP No. U00P1400391 dated October 12 , 2010, (the “TORFP”) issued under the Consulting and Technical Services procurement issued by the Department of Information Technology, Project Number 060B9800035; and

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

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

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

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

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

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

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

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

**Maryland Department of the Environment:**

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

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

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

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

## ATTACHMENT 12 – TO CONTRACTOR SELF-REPORTING CHECKLIST

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

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

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

C) Have any change orders been executed?

Yes

No

**(If yes, explain expected or actual impact on TO cost, scope, schedule, risk and quality)**

\_\_\_\_\_

D) Is the change management procedure being followed?

Yes  No  **(If no, explain why)** \_\_\_\_\_

## ATTACHMENT 13 – LIVING WAGE AFFIDAVIT OF AGREEMENT

Contract No. \_\_\_\_\_  
Name of Contractor \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

### **If the Contract is Exempt from the Living Wage Law**

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

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

### **If the Contract is a Living Wage Contract**

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

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

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

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

Name of Authorized Representative: \_\_\_\_\_  
Signature of Authorized Representative: \_\_\_\_\_  
Date: \_\_\_\_\_ Title: \_\_\_\_\_  
Witness Name (Typed or Printed): \_\_\_\_\_  
Witness Signature & Date: \_\_\_\_\_

## ATTACHMENT 14 - CMS Features & Functionality Guide

Please use the Content Management System (CMS) Features and Functionality Guide below as a guide for describing the proposed CMS. The information presented in this attachment should not be interpreted as CMS requirements.

### A) Technical Specifications

Technical requirements cover topics such as software installation, load balancing, database, OS, integration with other systems, etc.

#### 1. Software Installation and Maintenance

Business Driver: MDE maintains its own systems. A typical system deployment includes a development (DEV) instance, a testing instance (TEST), and production (PROD) instance(s). PROD is always on separate hardware from other environments. DEV and TEST may be on the same hardware. Virtual environments are acceptable.

- a. Describe the installation and update procedures, including:
  - i. Whether root privileges are required
  - ii. The process for notifying customers of new releases/updates
  - iii. The version/release support strategy, including:
    1. Major and minor version release frequencies.
    2. How system bug fix patches are made available (individually or as a service pack).
    3. The strategy for rolling out future releases.
    4. The strategy for determining functionality in future releases.
- b. Specify the recommended and minimum memory, number of CPUs, and disk space for the proposed server hardware.
- c. Describe your system's capability to support local modifications to updates.
  - i. What are the APIs that will be provided? (see section VI.H.1.a)
- d. Provide a summary of known outstanding bugs associated with the current software version.
- e. Specify whether, and how, we can install a test instance of the CMS on MDE servers during the pre-award period.

#### 2. Testing, Staging and Deployment

Business Driver: Follow industry best practices for management of production services. The system shall be supported and installed in multiple instances (i.e., development, testing/staging, production).

- a. Describe how the system supports off-line archive environments.
- b. Describe how the system supports divergent departmental implementations and the tools provided to support deployment of content to them.

#### 3. System Integration

- 8.1 Authentication / Authorization



- a. The system shall not require operating system user accounts for end users or CMS users.
- b. The system shall not have a dependency on specific user accounts (e.g., 'admin').
- c. Describe the protocols used to encrypt communication with external systems. User Authentication credentials shall not be stored or transmitted in an unencrypted form.
- d. Specify whether, once authenticated, users have single sign-on access to all of the system's component parts (i.e., they should not have to re-authenticate during that session).
- e. Describe whether the CMS can use LDAP to determine authorization (group membership).
- f. Specify if your solution requires hard-coded usernames and passwords in scripts, macros, or functions for logging into internal or external resources, and explain where this is used.

## 8.2 Publishing

- a. The CMS shall be capable of operating with primary storage on a Network Attached Storage (NAS) and/or Storage Area Network (SAN).
- b. If the CMS publishes documents to a remote file system or server, it shall use a standard (non-proprietary) encrypted communication channel (e.g., WebDAV/SSL, SFTP, etc.).

## 4. Capacity

Business Driver: MDE currently has over 3,000 web documents. The system should be capable of scaling to support multiple domains and sub-domains and up to 50,000 web documents.

- a. Describe how the system would support 5 - 10 sub-domains.
- b. Describe how the system would support 50 - 200 end users of the CMS.
- c. As the system scales, describe how it would support unlimited end users of the CMS.

## 5. Performance and Reliability / Business Continuity

Business Driver: System performance is an important factor in the acceptance and support of the CMS at MDE. It must scale as the number of documents are increased. This is particularly important when the CMS serves content directly to the end user.

### Performance

- a. Describe how performance degrades as the number of content objects increases by orders of magnitude.
- b. Describe how performance degrades as the number of concurrent CMS users increases by orders of magnitude.
- c. If the CMS serves content to the website visitor (either directly, or as a service of the front-end server), describe how performance degrades as the number of concurrent website hits increases by orders of magnitude.
- d. Describe the system architecture, software, and hardware requirements for scaling the system to meet increasing loads.

### Reliability

- a. Describe how published content can be updated in the event the CMS is down.
- b. Describe possible single points of failure within the system.
- c. Describe the system's track record for reliability and stability.

## 6. Monitoring

- a. Describe the system's capabilities of providing alerts for failures.
- b. Describe how the system logs errors, and what error information is documented.

- i. Describe any monitoring tools or plug-ins (e.g., Nagios or Big Brother plug-ins) that monitor the system.
- ii. Describe how the system monitors status.

## **7. Workflow**

- b. Specify how the system supports decentralized workflow customization on the basis of sub-domains, workgroups, file system directories, and individual pieces of content.
  - i. Does the CMS have “check-in/check-out” capability?
  - ii. Can website managers be notified via email or another mechanism that drafts are awaiting review?
  - iii. Can website managers determine the state of drafts and who should be reviewing them?
  - iv. Can website managers be notified if drafts have not been published after a specific period of time (day, week, other)?
  - v. Can pages be previewed before they are published?
- c. Specify whether authors are able to:
  - i. Edit a page directly by clicking on a link on the published website.
  - ii. Visually compare two different versions of a page in web browser view.
  - iii. Save content and continue editing without having to exit and re-enter the text editor, regardless of the view.
  - iv. Create/edit a page, and then save his/her work for later access to continue editing, without the need to publish the file or send it for review.
  - v. Upload a document to production at the same time a page is submitted (if the CMS end user is authorized to do so).

## **B) Accessibility**

The procurement, development, and/or maintenance of information technology and user support services for persons with disabilities will be aligned with accessibility standards as specified in the Maryland Non-Visual Accessibility Standards.

### **1. CMS administrative tools / dashboard**

- a. For every visual or non-text element there shall be a text equivalent.
- b. System input interactions shall have the ability to be completed with both keyboard and mouse.
- c. Font sizes shall be adjustable. Describe how this may be accomplished.
- d. The CMS shall avoid using frames or provide meaningful names and titles for all frames.
- e. Form fields shall be in a logical tab order and appropriately labeled for screen reading.
- f. All data tables shall explicitly identify headings for all columns and rows.
- g. The system shall notify users of time limits for a session and provide the ability to extend if needed. Describe this functionality.
- h. Information and functions shall not be conveyed with color only.
- i. Describe how WCAG 2.0 guidelines will be incorporated.

### **2. Output (production website)**

- a. Describe how the CMS supports the creation of pages that are W3C/508 compliant in the following ways:
  - i. For every visual or non-text element there can be a text equivalent.

- ii. Images can include ALT text.
- iii. Font sizes are adjustable.
- iv. Significant interactions have the ability to be completed with both keyboard and mouse.
- v. Information is not conveyed with color only.
- vi. Form fields are in a logical tab order and appropriately labeled for screen reading.
- vii. All data tables explicitly identify headings for all columns and rows.
- viii. Pages avoid use of frames or provide meaningful names and titles for all frames.

## C) Security and Audit

### 1. Security

#### Security Requirements

- a. Cryptographic controls employed by the system shall use published, internationally recognized algorithms.
- b. Passwords in the system shall not be stored, transmitted, or viewed in clear text.
- c. Describe how the system provides role-based security across all templates, content, processes, and repositories for individual users, groups of users, individual directories / domains, subdirectories, and sites.
- d. Specify whether the system encrypts content that is transported over non-trusted networks using strong encryption.
- e. Describe proposed best practices for securing the system.
- f. Describe the notification process used to alert MDE of security issues or vulnerabilities and provide a timeline for resolution.
- g. Specify whether the system is capable of implementing a default "deny" access policy for users and content objects.
- h. Specify whether the system allows the revocation of all privileges from a specified group or selected user(s), thereby preventing access to the system.
- i. Describe how the system handles expired content objects.
- j. Describe the support provided should a security problem arise with the proposed product.

#### Security Questions

- a. Is your system susceptible to any of SANS Top 20 security vulnerabilities for Windows and UNIX described at <http://www.sans.org/top20>?
- b. If so, which ones?
- c. What is the timetable for correcting these vulnerabilities?
- d. Is the proposed system susceptible to any of the Open Web Application Security Project (OWASP) Top 10 critical web application security vulnerabilities described at [http://www.owasp.org/index.php/OWASP\\_Top\\_Ten\\_Project](http://www.owasp.org/index.php/OWASP_Top_Ten_Project)?
- e. If so, which ones?
- f. What is the proposed timetable for correcting these vulnerabilities?
- g. What is the proposed method for authenticating and authorizing users?
- h. Describe the security-related certifications held by those involved with this product's development and support. Examples of recognized certifications include: SANS GSEC, CISSP, MCSE, and CCIE.
- i. Describe the proposed process for writing secure code. Describe how developers are trained in writing secure code.

- j. Provide a copy of the End User License Agreement.
- k. Provide an evaluation copy of the software that will allow the State to conduct a security assessment.
- l. Specify if source code needs to be stored on the production server.

## 2. Audit

- a. Actions taken by the system, either automatically or user-initiated, shall be logged for auditing purposes. Specify the actions that are logged.
- b. User audit log shall be separate from server or web log.
- c. The system shall have the ability to view audit history of ownership, content changes, and permission changes for a selected object.
- d. Describe how the system supports reporting for audit exceptions including integrity failures, with user-defined sorting and filtering.
- e. Specify whether the system allows users or groups of users to be notified when specific objects are modified.
- f. Describe how the system archives audit records.
- g. Describe how audit data is presented, generated, and maintained.
- h. Specify limitations to auditable actions.
- i. Are audit logs human-readable without the need for an intermediate translation program?
- j. Can audit logs be automatically copied or sent to a central server?

## 3. Logon Procedure

- a. Specify whether the system is capable of limiting the number of logon attempts with a lock-out period for repeated failed logon attempts.
  - i. Describe what is displayed after a failed logon attempt.
  - ii. Can this function be customized?

## D) Training and Support

### 1. Training

- a. Describe the types of online self-help, training materials, tutorials, and any other help modules provided by the system.
  - i. Is online contextual help available at the time of content entry?
  - ii. Is online help searchable?
- b. Provide a list of the printed documentation provided for installation, operation, use, and administration of the CMS.
- c. Specify whether an in-person, train-the-trainer program covering all user levels will be provided and describe the program.
- d. Describe any skill evaluation tools that will be provided.
- e. Specify and describe any help files provided by the system and whether they can be customized for MDE's instance(s) of the system.

### 2. Support

- a. Describe if and how support will be provided 24x7 and the time frame for guaranteed initial response time.

- b. Specify whether on-site support of initial installation will be provided.
- c. Describe other services for maintaining the CMS in a supported state.
  - i. Describe any online user communities that exist.
  - ii. Describe methods that will be used for communicating with customers.
  - iii. Describe any client gatherings/conventions that are held.

## **E) Extensibility**

### **1. Integration**

MDE has other IT initiatives underway and the ability for the CMS to exchange data with these systems in the future via standard interfaces and mechanisms is essential.

- a. Does the system provide an Application Programming Interface (API) for developers to create separate web-based applications that interface directly with the CMS?
- b. Describe any modules (either as part of a base package or optional add-ons) that provide the ability to offer/access additional services (external RSS feeds, outside applications, etc.).
- c. Describe how custom modules can be constructed to allow MDE programmers to create their own modules to expand or extend the system capabilities.
- d. Describe how the system provides for the inclusion of code blocks or snippets that will allow developers to connect to other systems, external databases, etc. to import content into a dynamic page. Such code blocks (with proper tagging/identification/delimiters) might include scripts in PHP, JSP, Javascript, and others.

### **2. Languages**

Business Driver: MDE has a significant amount of experience and investment in ASP programming. Supporting other programming languages may prove to be cost prohibitive, but MDE recognizes that ASP will not be the programming language for future applications and intends to use ASP.NET programming.

- a. The CMS API(s) shall be interoperable with standards-based programming languages. Specify supported languages.
- b. Any content modules supplied by the CMS shall produce standards-based output (e.g., RSS, XML, XHTML). Specify supported languages.
- c. The CMS API(s) shall not require any proprietary programming or scripting languages.

## **F) Reporting/Statistics**

The ability to determine how the system is being used, and how the content is being managed, is critical for administrators of the system.

### **1. Describe any analysis tools the CMS provides to view system data.**

- a. Describe the types of reports provided by the system, such as (but not limited to) a list of pages/files by department, owner, responsible user, content type, and creation/activation/review/expiration date, and a list of “orphan” or unlinked pages.
- b. Can the administrator generate custom reports based on selected criteria over a specific period of time?

## **G) User Management**

The CMS needs to be flexible enough to manage users, groups, sub-groups, roles, and associated access rights in a distributed manner.

1. Does the system shall support distributed administration of users and roles?
2. Describe the system's ability to provide granular, flexible, customizable, and distributed rights authorization.
  - a. How are roles and responsibilities assigned?
  - b. Does the system allow for customization of roles and responsibilities?
  - c. Does the system support the creation of groups with specific permissions?
  - d. Does the system allow single users to be members of multiple groups?
  - e. Does the system support the creation of sub-groups?
3. Provide examples that demonstrate the flexibility of proposed user management tools.

## **ATTACHMENT 15 – CURRENT OPERATING ENVIRONMENT**

### **1) Server Hardware and Software:**

- a) Production Web Server
  - Operating System: Windows 2000 Advanced Server with SP4 and IIS 5
  - Server: HP ProLiant ML-570 (4 Intel Xeon P-III 700 MHz processors, 3 GM RAM, 4x36 GB HDD (RAID-5))
- b) Development Web Server
  - Server: HP DL-380
  - Operating System: Windows Server 2003 Enterprise Edition with SP 2 and IIS 6
- c) Database Server
  - Operating System: Windows Server 2003 Enterprise Edition with SP2
  - Database: SQL Server 2000 Enterprise Edition (SP4)
  - Server: HP ProLiant DL-380-G4 (2 Intel Xeon P-4 3.80 GHz single core processors, 4 GB RAM, 2x72 GB (RAID-1) HDD & 2x146 GB (RAID-1) HDD)
- d) Web Development and Maintenance Software
  - Microsoft Windows Server Enterprise 2008
  - Microsoft SQL Server Standard Edition 2008
  - Microsoft Active Directory
  - Microsoft Office SharePoint Server 2007
  - Microsoft Windows SharePoint Services
  - Worldspace
  - ASP.NET
  - Microsoft Visual Studio
  - Sophos Anti Virus
  - Syncsort Backup Express
  - Dell/EMC SAN
  - HP Web Servers
  - Google Search Appliances managed by DoIT

### **2) Workstation Software:**

- a) Operating System: Windows XP
- b) Software:
  - Web-based Smartsite CMS Client
  - Adobe Web Premium CS3 (Dreamweaver, Flash, Photoshop, Acrobat Professional)

- Microsoft Visual Studio 2005

**3) Database Software in use (Oracle 10.2.3.0 and Microsoft SQL Server 2005 for new system deployments):**

- Oracle 8.1.7.4.1 (not supported for new system deployments)
- Oracle 9.2.0.7.0 (not supported for new system deployments)
- Oracle 10.2.0.3.0 (not supported for new system deployments)
- Oracle 10.2.3.0
- Microsoft SQL Server 2000 (Plan to upgrade to 2003 or 2005)
- Microsoft Access 97, 2000, 2003 (not supported for new system deployments)
- Visual Fox Pro 5.0 (not supported for new system deployments)

**4) Document Management:**

- Fortis 2.3 (SP7)
- Internet Quorum (Planned)

**5) MDE Current Systems / Project Documentation:**

- a) MDE Website Standard Operating Procedure (11-4-2006)
- b) Application Descriptions (See Attachment 14)
- c) Application User Guides for:
  - a. Smartsite Content Management System (CMS)
  - b. Job Bank/Employment Manager
  - c. MDE Calendar
  - d. News Manager/Press Releases
  - e. Shellfish Daily Advisory
- d) MDE Website Style Guide
- e) MDE CMS Database Documentation
- f) MDE Website Maintenance Plan
- g) 2008 State Branding Guidelines



**EXHIBIT A**

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

Printed Name and Address  
of Employee or Agent

Signature

Date

_____	_____	_____
_____	_____	_____
_____	_____	_____
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