



Maryland Department of the Environment  
Office of Information Management and Technology

Consulting and Technical Services II (CATS II)  
Task Order Request for Proposals (TORFP)

Water Supply Information and Permitting System (WSIPS)  
CATS II TORFP # U00P2400012

ISSUE DATE: 06/13/2011

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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 - Statement 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 in response 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, 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>	Water Supply Information and Permitting System (WSIPS)
<b>Functional Area:</b>	Functional Area 2 – Web and Internet Systems
<b>TORFP Issue Date:</b>	June 13, 2011
<b>Closing Date and Time:</b>	<b><u>July 18, 2011 at 2:00 PM EST</u></b>
<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>	Dinesh Gandhi – Procurement Associate <a href="mailto:DGandhi@mde.state.md.us">DGandhi@mde.state.md.us</a>
<b>TO Procurement Officer:</b>	Bill Kamberger, Acting Director, Procurement Office Phone Number: 410-537-3081 Office Fax Number: 410-537-4443 <a href="mailto:bkamberger@mde.state.md.us">bkamberger@mde.state.md.us</a>
<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>	P.O. # U00P2400012
<b>TO Type:</b>	Fixed Price
<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><u>TO Pre-proposal Conference:</u></b>	<b><u>June 22, 2011 at 2:00pm</u></b> Aqua Conference Room Maryland Department of the Environment 1800 Washington Blvd. Baltimore, MD 21230 <i>For directions see Attachment 6</i>

## 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 2.16 for information on change orders.

The TO Manager has primary responsibility for the management of 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 (TO Contractor), achieving on budget/on time/on target (e.g., within scope) completion of the Statement 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 - Statement 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 CATS II TORFP (P.O. # U00P2400012). The first file will be the TO Proposal technical response to this TORFP and titled, "CATS II TORFP (P.O. #U00P2400012) Technical". The second file will be the financial response to this CATS II TORFP and titled, "CATS II TORFP (P.O. #U00P2400012) Financial". The following proposal documents must be submitted with required signatures as .PDF files with signatures clearly visible:

- Attachment 1– Summary Price Proposal
- Attachment 1A – Price Proposal (Fixed Price) for TORFP
- Attachment 2 - MBE Forms D-1 and D-2
- Attachment 4 - Conflict of Interest Affidavit and Disclosure
- Attachment 5 – Labor Classification Personnel Resume Summary
- Attachment 13 – Living Wage Affidavit of Agreement

### 1.4 ORAL PRESENTATIONS/INTERVIEWS

Master Contractors and proposed staff may 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 Contractors 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 its TO Proposal is submitted. **Failure of the Master Contractor to complete, sign, and submit all required MBE documentation at the time the TO Proposal is submitted 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 and Disclosure with its TO Proposal in the form included as Attachment 4 to this TORFP. 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’s 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 in 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**

Maryland’s Department of Information Technology (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:

Acronym	Description
ARMA	Air and Radiation Management Administration
ASA	Administrative Services Administration
CATS	Consulting and Technical Services

<b>Acronym</b>	<b>Description</b>
CMS	Content Management System
COTS	Commercial Off the Shelf
HTML	Hypertext Markup Language
LMA	Land Management Administration
MDE	Maryland Department of the Environment
MS	Microsoft
NTE	Not To Exceed
NTP	Notice To Proceed
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
QA	Quality Assurance
QC	Quality Control
RIA	Rich Internet Application
RSS	Really Simple Syndication
SAN	Storage Area Network
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
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 Style sheet Language



## SECTION 2 - STATEMENT OF WORK

### 2.1 BACKGROUND INFORMATION

The mission of the MDE is to protect and restore the quality of the State's air, water, and land resources. It accomplishes this mission by assessing, preventing, and controlling sources of environmental pollution.

MDE's four primary Administrations are: Air and Radiation Management Administration (ARMA); Land Management Administration (LMA); 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. MDE operates a Baltimore-based headquarters, with regional facilities located in Annapolis, Frostburg, Centerville, Cambridge, Salisbury, and Hagerstown. Currently, MDE employs over 1000 persons, 850 of whom are located at the headquarters location. The staff is comprised predominantly of engineers and scientists.

The Water Supply Program (WSP), which is part of the WMA, is responsible for a statewide program that issues permits to a person, company or other entity authorizing them to **use or appropriate ground or surface water in accordance with State Law and regulations**. The WSP has approximately 50,000 permit records in its existing database, and receives between 600 and 700 new permit applications each year. Typically, a permit remains valid for 12 years.

The WSP currently use a system called the Regulatory Analysis and Management System/Water Appropriation Network (RAMS/WAN) to document and track permit requests. This system was built in the mid-1990s on a mainframe UNIX-based platform. Documentation on the RAMS/WAN will be made available in the MDE reading room for potential TO Contractors as part of the TORFP solicitation process.

Water appropriation permit requests must undergo varying degrees of review and documentation based on several factors:

- Whether a new permit or renewal of an existing permit is being requested;
- Amount of water use requested;
- Purpose of the proposed water use;
- Proposed source of the water (i.e., surface water or ground water);
- Complexity of the request; and
- Hydro-geologic analyses.

### 2.2 OVERVIEW OF NEEDED SERVICES

WSP staff require development of a new online system that will facilitate and expedite several business processes including the submission of permit applications, analysis and approval of the permit applications, and subsequent monitoring of permittee compliance with MDE specified conditions associated with the permits. The system also will enable authorized users to easily check the status of permit applications and issued permits at any time and include the capability for authorized users to produce both pre-defined and user defined (i.e., ad hoc) reports.

Although no fees are currently being charged for the issuance of water supply permits, the WSP does want the ability to charge a fee in the future. MDE is currently implementing eCommerce technology to

enable online payment of permit fees via the Internet and may need to build an interface to the eCommerce technology as part of this project.

For more information about WSP's vision on utilizing the new system in their business process work flows, see Attachments 17, 18, and 19. Note that Attachment 18 (Monitoring Compliance with Water Permit Conditions) reflects a process that is now fully manual and Attachment 19 (Enforcement of Water Permit Conditions) represents a brand new process for the WSP, one not currently being practiced.

### **2.3 MDE'S CURRENT OPERATING ENVIRONMENT**

MDE currently uses Novell as its network platform and GroupWise to manage e-mail. There are 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. Both Oracle and Microsoft SQL Server databases are currently in use and can be readily supported.

In general, MDE does not support proprietary or open source solutions. MDE prefers to deploy scalable systems that can be expanded to handle growing amounts of work. An open architecture is preferred in which application data is readily and inherently accessible in standard formats like XML. Data should be able to be exchanged with other systems through web services while ensuring interoperability with existing MDE systems.

MDE procures HP Servers with HP Care Pack, which provides 3 years of maintenance and support. Servers procured 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.

MDE recently replaced its existing legacy website and content management system (CMS) with Microsoft SharePoint 2007 as the front end, and Microsoft SQL Server 2008 as the back end. The current website has approximately 2,500 pages and more than 10,000 image and document files. It 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 on the new website is available in the MDE reading room, including: Website Navigation Strategy Plan; Website Information Architecture Plan; Website Page Design Templates; CMS Implementation Plan; and the CMS Hardware and Software Configuration Plan.

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.

See Attachment 14 – Current Operating Environment for detailed operating environment information.

### **2.4 PROJECT APPROACH**

The TO Contractor shall implement eBusiness and eCommerce functionality that utilizes industry standard technologies and practices to enable MDE staff to develop, implement, and maintain website eBusiness functionality in the MDE's 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 2.10.

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 WSP staff to define requirements for the WSIPS.
3. Design, develop, configure, install, test and deploy the proposed WSIPS.
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.

## **2.5 SCOPE OF WORK**

The project envisioned by MDE includes the following major tasks:

1. Project Initiation
2. Develop WSIPS Planning Documents
3. Clean and Migrate Existing Data to New WSIPS Database
4. Build and Deploy WSIPS
5. Optional Services: Build eCommerce Module

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

### **2.5.1 Task 1 – Project Initiation**

#### **2.5.1.1 Performance Objectives**

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.

#### **2.5.1.2 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.

#### **2.5.1.3 Technical Requirements**

The TO Contractor shall utilize industry standard project management tools and techniques to plan, execute, monitor, control and close the project.

2.5.1.3.1 The TO Contractor shall utilize the high level requirements identified in this TORFP to develop a PMP for implementation of the solution for the WSIPS. The TO Contractor shall include in its PMP, all time requirements for MDE personnel resources.

For details about each document identified below, see Maryland's SDLC requirements for Single Release Custom Projects at <http://doit.maryland.gov/SDLC/Pages/PDFDownloads.aspx>.

- Scope Management Plan
- Schedule Management Plan
- Cost Management Plan
- Quality Management Plan
- Staffing Management Plan
- Communication Management Plan

- Risk Management Plan
- Procurement Management Plan
- Change Management Plan

2.5.1.3.2 The TO Contractor shall prepare a Project Schedule using Microsoft Project. The TO Contractor's project schedule will 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. The TO Contractor's Project Schedule shall take into account State holidays and service reduction days.

2.5.1.3.3 The TO Contractor shall ensure that key personnel, including the TO Contractor's Project Manager, participate in a kick-off meeting to present the TO Contractor's overall approach to completing the tasks defined in this TORFP.

2.5.1.3.4 The TO Contractor shall document the decisions, action items, responsibility for completing each action item and the procedure for tracking the resolution of all action items identified during the kick-off meeting using a format proposed by the TO Contractor and approved by the TO Manager.

## **2.5.2 Task 2 – Develop Water Supply Information and Permitting System (WSIPS) Planning Documents**

### **2.5.2.1 Performance Objective**

The objective of this task is to develop detailed planning documents for the design, development, testing, and implementation of the WSIPS.

### **2.5.2.2 Measurable Benefits/Improvements/Outcomes**

This task will result in the development of detailed planning documents that will be used as the basis for performing Tasks 3, 4, and 5 of this TORFP.

### **2.5.2.3 Technical Requirements**

The TO Contractor shall perform the following tasks:

2.5.2.3.1 The TO Contractor shall prepare a detailed System and Functional Requirements document that further details the System Functional Requirements and other requirements in this TORFP for the proposed WSIPS included in Attachment 15. MDE envisions that this document will also be used to develop system testing plans to ensure that the system meets the expectations of the Water Supply Program staff. The proposed format must be approved by the TO Manager.

2.5.2.3.2 The TO Contractor shall prepare a Requirements Traceability Matrix (RTM) that links requirements to their origins and traces them throughout the project life cycle.

2.5.2.3.3 The TO Contractor shall prepare an Architecture Plan that includes diagrams showing the relationship between various components such as the database, the user interface, the integration with existing IT infrastructure and interfaces with other systems. The rationale of the proposed architecture should be documented. Each major component should be explained, including a conceptual database design, a preliminary software development document with object diagrams and a website map and wireframe diagram of all website pages. This document shall

detail how the proposed new architecture integrates with the existing MDE SharePoint website architecture.

2.5.2.3.4 The TO Contractor shall prepare a Hardware/Software Configuration Plan that includes a description of all needed hardware, software, licenses, hardware maintenance agreements, and software maintenance agreements for the WSIPS. The MDE reserves the right to procure any or all of these items through other procurement vehicles.

2.5.2.3.5 The TO Contractor shall prepare an Implementation Plan that presents baseline plans for system configuration, data cleanup and migration, installation/deployment, testing, 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 development/test environment and then move it into a production environment at MDE.

2.5.2.3.6 The TO Contractor shall prepare the Test Master Plan (TMP) that documents the scope, content, methodology, sequence, management of, and responsibilities for test activities.

### **2.5.3 Task 3 – Clean and Migrate Existing Data to New WSIPS Database**

#### **2.5.3.1 Performance Objective**

The objective of this task is to eliminate and/or correct records currently stored in the RAMS/WAN database, and then move the “cleaned” data into the new WSIPS database.

#### **2.5.3.2 Measurable Benefits/Improvements/Outcomes**

This task will result in a WSIPS database that contains only reliable and valid information.

#### **2.5.3.3 Technical Requirements**

The TO Contractor shall perform the following tasks:

2.5.3.3.1 The TO Contractor shall purchase all needed hardware/software/licensing/hardware maintenance and software maintenance agreements as defined in the (see Section 2.5.2.3.4). MDE reserves the right to procure these items through other procurement vehicles.

2.5.3.3.2 The TO Contractor shall design a WSIPS database and provide a database design document (including a data dictionary)\_explaining the rationale for the design. The database shall be consistent with the approved System and Functional Requirements Document and Architecture Plan. The TO Contractor shall seek MDE input for the review of the proposed database design. After approval by the TO Manager, the TO Contractor shall build a new WSIPS database using Oracle, SQL Server or alternative platform approved by MDE.

2.5.3.3.3 The TO Contractor shall prepare a Data Cleanup and Migration Plan that details the activities required to clean the data in the current legacy RAMS/WAN system, map the “cleaned” data to the proposed WSIPS database, migrate the data, and validate the data in accordance with the Plan.

2.5.3.3.4 The TO Contractor, with assistance from MDE personnel, shall perform data cleansing in accordance with the MDE approved Data Cleanup and Migration Plan.

2.5.3.3.5 The TO Contractor shall migrate and reconcile legacy data from the RAMS/WAN database to the new WSIPS database in accordance with the MDE approved Data Cleanup and Migration Plan. MDE OIMT Staff will be available over a two week period to confirm TO Contractor test results and system functionality as well as to provide coordination and support for the TO Contractor when the proposed WSIPS is moved into the MDE production environment. Below is an estimate of the existing number of records in the RAMS/WAN database:

- 11,000 active permits currently.
- 15,000 inactive permits.
- 20,000 revised or superseded permits.
- 3,000 withdrawn permit applications
- 200 pending permit applications.
- Min.600-700 new/renewal applications per year
- Min. 600-700 permits issued per year

2.5.3.3.6 The TO Contractor shall perform monthly data migrations, or more frequent if needed, from the RAMS/WAN database to the new WSIPS database in the staging environment during the period of system development of the WSIPS.

## **2.5.4 Task 4 – Build and Deploy WSIPS**

### **2.5.4.1 Performance Objectives**

The objective of this task is to build the WSIPS in accordance with the System and Functional Requirements resulting from Task 2, and other requirements contained in this TORFP.

### **2.5.4.2 Measurable Benefits/Improvements/Outcomes**

This task will result in the deployment of a fully tested WSIPS that can be used by MDE and the general public to more quickly and efficiently apply for, issue, and manage water supply permits.

### **2.5.4.3 Technical Requirements**

The TO Contractor shall perform the following tasks:

#### **2.5.4.3.1 The TO Contractor shall build the WSIPS.**

- a) The TO Contractor shall develop the WSIPS in accordance with the System and Functional Requirements document as defined in Task 2.
- b) The TO Contractor shall provide the software design documents to the TO Manager for review. During project implementation, the TO Contractor shall document code development during the build phase in the development environment. Auto-extraction tools are recommended.
- c) The TO Contractor shall provide up to 3 demonstration builds of the new WSIPS for MDE to review the system functionality during the development phase, which does not constitute UAT. Issues discovered during the demonstrations builds will be tracked.
- d) The TO Contractor shall work collectively with MDE to minimize the project's impact on daily work duties of MDE staff during the project.

#### **2.5.4.3.2 The TO Contractor shall test and deploy the WSIPS.**

- a) The TO Contractor shall prepare a Performance and Acceptance Plan that describes how the performance of the proposed WSIPS will be tested, verified, and validated

against all requirements defined in the System and Functional Requirements document as defined in Task 2 and in this TORFP.

- b) The TO Contractor shall perform performance and acceptance validation testing, with State provided testers, and in accordance with the MDE approved Performance and Acceptance Plan. A test report shall be provided to the TO Manager.
- c) The TO Contractor shall deploy the WSIPS in accordance with the MDE approved Implementation Plan as defined in Task 2.

2.5.4.3.3 The TO Contractor shall prepare and submit a Statement of Ownership that grants ownership of all intellectual property developed for the WSIPS to the State of Maryland. The TO Contractor shall identify proprietary or content/code, ownership of which will not be granted to the State.

2.5.4.3.4 The TO Contractor shall provide training sessions on the utilization of the WSIPS.

- a) The TO Contractor shall prepare Administrator and User Training Plans that detail the training curricula and logistics for training users of the WSIPS.
- b) The TO Contractor shall prepare a user manual for the system.
- c) The TO Contractor shall provide training sessions in accordance with the MDE approved Training Plan for a total of up to 50 individuals. Training will be performed at the MDE training room in the Baltimore, MD Headquarters office. The MDE training room can accommodate a maximum of 18 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. The following users shall receive training:
  - 1) System Administrators (up to 10 people) - Training for IT personnel in order to administer the system.
  - 2) Managers/Power Users (5-10 people) – Training on data analysis, tracking staff activities, and “Train the Trainers” for full system knowledge.
  - 3) Permit Reviewers (up to 10) and Compliance Staff (up to 7) – Training on how to perform specific day to day operations (data entry, general system use, report generation, enforcement tracking).
  - 4) General System Navigation (40-50 people) – Training for persons who will be using the system in a read-only capacity on how to maneuver and navigate through the system.

2.5.4.3.5 The TO Contractor shall provide a 90 calendar day warranty for the WSIPS. The warranty shall begin on the date that MDE officially accepts, in writing, the system as complete, and covers the entire system solution, including software, system design, RDBMS configuration, hardware configuration, integration, , data conversion, and all other services required under this TORFP on a “turnkey” basis. The TO Contractor must itself be contractually responsible for all warranty obligations and must be the single point of contact for service under the warranty.

The TO Contractor shall adhere to the requirements found in Section 2.7, Hotline Notification and Response During Warranty, during the warranty period. The TO Contractor shall provide support for the system during the warranty period that includes troubleshooting, correction of any system bugs, defects or deficiencies, and resolution of any operating problems. During this period, the TO Contractor shall provide, at no additional cost, unlimited technical support by telephone and, if the

problem cannot be resolved within 48 hours, shall provide on-site or remote (remote support through VPN or Terminal services via Internet connection) service and support to resolve the problem.

If the TO Contractor develops modifications or upgrades to the system during the warranty support period, these shall be provided to the MDE free of charge and included within the warranty. The TO Contractor shall also be responsible for updating all documentation affected by each modification or upgrade free of charge.

2.5.4.3.6 The TO Contractor shall prepare an operations and maintenance manual for the WSIPS – This document shall provide OIMT staff with the procedures and system information required to install and configure the WSIPS and to perform routine operations and maintenance on the system. It shall reference configuration settings and system specifications, and also document all local system configuration settings and maintain the accuracy of this information until the end of the 90 day warranty period.

## **2.5.5 Task 5 - Optional Services: Build eCommerce Module**

### **2.5.5.1 Performance Objectives**

The objective of this Task is to provide eCommerce architecture design and implementation services to MDE that will be used to provide online electronic payments through the Internet by MDE customers.

### **2.5.5.2 Measurable Benefits/Improvements/Outcomes**

This Task provides operational efficiencies to MDE and enhances MDE services to its customers by:

- Providing the capability to complete MDE transactions related to the issuance of water permits using the Internet.
- Providing MDE customers the ability to make credit card payments for water permit-related services.
- Providing a common, streamlined eCommerce business engine

### **2.5.5.3 Technical Requirements**

The TO Contractor shall perform the following tasks:

2.5.5.3.1 Propose an eCommerce solution, implementation schedule, and description of and reasons for the proposed solution. Develop an eCommerce Implementation Plan, to include:

- a. eCommerce Hardware/Software Configuration Plan.
- b. eCommerce Performance and Acceptance Plan.
- c. eCommerce Administrator and User Training Plans.
- d. eCommerce TO Contractor statement granting State ownership of any code that requires customization and all intellectual property.

2.5.5.3.2 Provide installation, configuration, specification, operations, and maintenance documentation for the eCommerce module. 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 module, perform routine operations and maintenance on it, 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 the TO Manager. The TO Contractor shall document all local system configuration settings and maintain the accuracy of this information until the end of the 90 calendar day production warranty period.

2.5.5.3.3 Purchase the MDE approved eCommerce hardware, software, and licenses in accordance with the eCommerce Hardware/Software Configuration Plan. MDE reserves the right to procure these items through other procurement vehicles.

2.5.5.3.4 Implement the eCommerce module in accordance with the eCommerce Implementation Plan to include installation, configuration, testing, data/content cleanup and migration, and performance tuning of the module 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 to the TO Contractor when the new eCommerce module is moved into the MDE production environment.

2.5.5.3.5 Perform website and eCommerce performance and acceptance validation testing and reporting, using State provided testers and in accordance with the TO Contractor's eCommerce Performance and Acceptance Plan. All performance and acceptance validation testing criteria shall be reviewed and approved by the TO Manager prior to testing by the TO Contractor.

2.5.5.3.6 Conduct training sessions for up to 20 MDE designated end users and administrators on the use and administration of the eCommerce module in accordance with the TO Contractor developed Training Plans to include submission of the 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 20 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.

2.5.5.3.7 Provide a 90 calendar day warranty period for the eCommerce module once it has been officially accepted, in writing, by the TO Manager. The TO Contractor shall adhere to the requirements found in Section 2.7, Hotline Notification and Response During Warranty, during the warranty period.

## **2.6 DELIVERABLES**

### **2.6.1 Deliverable Acceptance Procedures**

For each written deliverable, draft and final, the TO Contractor shall submit to the TO Manager one hard copy and one electronic copy.

Drafts of all written deliverables are required no later than two weeks in advance of when the final deliverable is due. Written deliverables identified as draft must demonstrate due diligence in meeting the scope and requirements of the associated final written deliverable. A draft 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 the finalization of each deliverable, the TO Contractor shall submit it to the TO Manager for acceptance. The TO Contractor shall memorialize such delivery of the final deliverable in an **Agency Receipt of Deliverable Form** (Attachment 8). The TO Manager shall countersign this form indicating receipt of the contents described therein.

Upon receipt of a final deliverable, the TO Manager shall commence a review of it to validate its completeness, quality and response to requirements. Upon completion of this review, the TO Manager shall issue to the TO Contractor a notice of acceptance or rejection of the deliverable in an **Agency Acceptance of Deliverable Form** (Attachment 9). In the event that the deliverable is rejected, the TO Contractor shall correct the identified deficiencies or non-conformities. Subsequent project tasks may not continue until the deficiencies in the 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 TO Manager'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 it for acceptance. Accepted deliverables shall be invoiced within 30 days in the applicable invoice format.

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

## **2.6.2 Deliverables**

### **2.6.2.1 Task 1 - Project Initiation (Section 2.5.1)**

- a) **Deliverable 1-1: Project Management Plan** - The TO Contractor shall develop a detailed Project Management Plan as specified in TORFP Section 2.5.1.3.1 using either the State SDLC templates (<http://doit.maryland.gov/SDLC/Pages/Templates.aspx>) or a TO Contractor proposed format that has been reviewed and approved by the TO Manager.

**Deliverable(s)** = Project Management Plan (Microsoft Word). The Agency Receipt of Deliverable Form, Attachment 8, shall be submitted as specified in TORFP Section 2.6.1 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 2.5.1.3.2.

**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 2.6.1 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 Minutes** - 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 (Microsoft Word). The Agency Receipt of Deliverable Form, Attachment 8, shall be submitted as specified in TORFP Section 2.6.1 for this deliverable. Only one (1) Agency Acceptance of Deliverable Form, Attachment 9, will be signed by the TO Manager.

### 2.6.2.2 Task 2 - Develop Water Supply Information and Permitting System (WSIPS) Planning Documents (Section 2.5.2)

- a) **Deliverable 2-1: Detailed System and Functional Requirements** - The TO Contractor shall develop a detailed System and Functional Requirements document as specified in TORFP 2.5.2.3.1. The document shall use a TO Contractor proposed format that has been reviewed and approved by the TO Manager. The deliverable will be in compliance with Maryland SDLC.

**Deliverable(s)** = Detailed System and Functional Requirements document (Microsoft Word). The Agency Receipt of Deliverable Form, Attachment 8, shall be submitted as specified in TORFP Section 2.6.1 for this deliverable. Only one (1) Agency Acceptance of Deliverable Form, Attachment 9, will be signed by the TO Manager.

- b) **Deliverable 2-2: Requirements Traceability Matrix (RTM)** - The TO Contractor shall develop a Requirements Traceability Matrix (RTM) as specified in TORFP 2.5.2.3.2. The document shall use a TO Contractor proposed format that has been reviewed and approved by the TO Manager. The deliverable will be in compliance with Maryland SDLC.

**Deliverable(s)** = Requirements Traceability Matrix (Microsoft Excel). The Agency Receipt of Deliverable Form, Attachment 8, shall be submitted as specified in TORFP Section 2.6.1 for this deliverable. Only one (1) Agency Acceptance of Deliverable Form, Attachment 9, will be signed by the TO Manager.

- c) **Deliverable 2-3: Architecture Plan** - The TO Contractor shall develop an Architecture Plan as specified in TORFP Section 2.5.2.3.3 using a TO Contractor proposed format that has been reviewed and approved by the TO Manager.

**Deliverable(s)** = Architecture Plan (Microsoft Office products). The Agency Receipt of Deliverable Form, Attachment 8, shall be submitted as specified in TORFP Section 2.6.1 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 Plan** - The TO Contractor shall develop an Implementation Plan as specified in TORFP Section 2.5.2.3.4 using a TO Contractor proposed format that has been reviewed and approved by the TO Manager. The deliverable will be in compliance with Maryland SDLC.

**Deliverable(s)** = Implementation Plan (Microsoft Office products). The Agency Receipt of Deliverable Form, Attachment 8, shall be submitted as specified in TORFP Section 2.6.1 for this deliverable. Only one (1) Agency Acceptance of Deliverable Form, Attachment 9, will be signed by the TO Manager.

- e) **Deliverable 2-5: Test Master Plan** - The TO Contractor shall develop a Test Master Plan as specified in TORFP Section 2.5.2.3.5 using a TO Contractor proposed format that has been reviewed and approved by the TO Manager. The deliverable will be in compliance with Maryland SDLC.

**Deliverable(s)** = Test Master Plan (Microsoft Office products). The Agency Receipt of Deliverable Form, Attachment 8, shall be submitted as specified in TORFP Section 2.6.1 for this deliverable. Only one (1) Agency Acceptance of Deliverable Form, Attachment 9, will be signed by the TO Manager.

- f) **Deliverable 2-6: Hardware/Software Configuration Plan** - The TO Contractor shall develop documentation as specified in TORFP Section 2.5.2.3.6 using a TO Contractor proposed format that has been reviewed and approved by the TO Manager.

**Deliverable(s)** = Hardware/Software Configuration Plan (Microsoft Office products). The Agency Receipt of Deliverable Form, Attachment 8, shall be submitted as specified in TORFP Section 2.6.1 for this deliverable. Only one (1) Agency Acceptance of Deliverable Form, Attachment 9, will be signed by the TO Manager.

### 2.6.2.3 Task 3 - Clean and Migrate Existing Data to the New WSIPS Database (Section 2.5.3)

- a) **Deliverable 3.1: Purchase of Hardware/Software/Licensing** - The TO Contractor shall purchase applicable hardware/software/licensing/hardware maintenance and software maintenance as specified in Deliverable 2-3, Hardware/Software Plan, unless the MDE determines that it is in its best interest for the MDE to purchase these items through other procurement vehicles.

**Deliverable(s)** = Order confirmation and delivery receipt(s) for purchased items (Microsoft Word or Adobe PDF). The Agency Receipt of Deliverable Form, Attachment 8, shall be submitted as specified in TORFP Section 2.6.1 for this deliverable. Only one (1) Agency Acceptance of Deliverable Form, Attachment 9, will be signed by the TO Manager.

- b) **Deliverable 3-2: WSIPS Database Structure and Data Dictionary** - The TO Contractor shall design and build a new WSIPS database and document its content in accordance with Section 2.5.3.3.2. The documentation shall be prepared using a TO Contractor proposed format that has been reviewed and approved by the TO Manager.

**Deliverable(s)** = Data Dictionary (Microsoft Office products), Demonstration for MDE Personnel. The Agency Receipt of Deliverable Form, Attachment 8, shall be submitted as specified in TORFP Section 2.6.1 for this deliverable. Only one (1) Agency Acceptance of Deliverable Form, Attachment 9, will be signed by the TO Manager.

- c) **Deliverable 3-3: Data Cleanup and Migration Plan** - The TO Contractor shall develop a data cleanup and migration plan as specified in TORFP Section 2.5.3.3.3. The plan shall be prepared using a TO Contractor proposed format that has been reviewed and approved by the TO Manager. The deliverable will be in compliance with Maryland SDLC.

**Deliverable(s)** = Data Cleanup and Migration Plan (Microsoft Word). The Agency Receipt of Deliverable Form, Attachment 8, shall be submitted as specified in TORFP Section 2.6.1 for this deliverable. Only one (1) Agency Acceptance of Deliverable Form, Attachment 9, will be signed by the TO Manager.

- d) **Deliverable 3-4: Populated WSIPS Database** - The TO Contractor shall cleanse the existing database and then populate the new WSIPS database in accordance with TORFP Sections 2.5.3.3.3, 2.5.3.3.4, 2.5.3.3.5, 2.5.3.3.6, and the MDE approved Data Cleanup and Migration Plan (Deliverable 3-3).

**Deliverable(s)** = WSIPS Database containing verified and standardized data from the RAMS/WAN (legacy) database, Demonstration for MDE Personnel. The Agency Receipt of Deliverable Form, Attachment 8, shall be submitted as specified in TORFP Section 2.6.1 for this deliverable. Only one (1) Agency Acceptance of Deliverable Form, Attachment 9, will be signed by the TO Manager.

#### 2.6.2.4 Task 4 - Build and Deploy the WSIPS (Section 2.5.4)

- a) **Deliverable 4-1: Build One of WSIPS** - The TO Contractor, with the approval of the TO Manager, shall define the functionality to be included in Build One and the appropriate point within the project's development where it will be demonstrated to MDE.
- Deliverable(s)** = Demonstration of Build One of WSIPS. The Agency Receipt of Deliverable Form, Attachment 8, shall be submitted as specified in TORFP Section 2.6.1 for this deliverable. Only one (1) Agency Acceptance of Deliverable Form, Attachment 9, will be signed by the TO Manager.
- b) **Deliverable 4-2: Build Two of WSIPS** - The TO Contractor, with the approval of the TO Manager, shall define the functionality to be included in Build Two and the appropriate point within the project's development where it will be demonstrated to MDE.
- Deliverable(s)** = Demonstration of Build Two of WSIPS, which shall include the functionality previously approved in Build One. The Agency Receipt of Deliverable Form, Attachment 8, shall be submitted as specified in TORFP Section 2.6.1 for this deliverable. Only one (1) Agency Acceptance of Deliverable Form, Attachment 9, will be signed by the TO Manager.
- c) **Deliverable 4-3: Build Three of WSIPS** - The TO Contractor, with the approval of the TO Manager, shall define the functionality to be included in Build Three and the appropriate point within the project's development where it will be demonstrated to MDE.
- Deliverable(s)** = Demonstration of Build Three of WSIPS, which shall include the functionality previously approved in Build One and Build Two. The Agency Receipt of Deliverable Form, Attachment 8, shall be submitted as specified in TORFP Section 2.6.1 for this deliverable. Only one (1) Agency Acceptance of Deliverable Form, Attachment 9, will be signed by the TO Manager.
- d) **Deliverable 4-4: Fully Tested and Deployed WSIPS** - The TO Contractor shall fully test the WSIPS application in accordance with the requirements in TORFP Section 2.5.4.3.2. The Performance and Acceptance Plan shall be prepared using a TO Contractor proposed format that has been reviewed and approved by the TO Manager.
- Deliverable(s)** = Performance and Acceptance Plan (Microsoft Word), Test Result Report. The Agency Receipt of Deliverable Form, Attachment 8, shall be submitted as specified in TORFP Section 2.6.1 for this deliverable. Only one (1) Agency Acceptance of Deliverable Form, Attachment 9, will be signed by the TO Manager.
- e) **Deliverable 4-5: Statement of Ownership** - The TO Contractor shall submit a Statement of Ownership in accordance with the requirements in TORFP Section 2.5.4.3.3.
- Deliverable(s)** = Statement of Ownership. The Agency Receipt of Deliverable Form, Attachment 8, shall be submitted as specified in TORFP Section 2.6.1 for this deliverable. Only one (1) Agency Acceptance of Deliverable Form, Attachment 9, will be signed by the TO Manager.
- f) **Deliverable 4-6: Completed Training Sessions** - The TO Contractor shall develop a training plan and then train MDE employees in accordance with the requirements in TORFP Section 2.5.4.3.4. The Administrator Training Plan, User Training Plan, and User Manual shall be prepared using TO Contractor proposed formats that have been reviewed and approved by the TO Manager. The deliverable will be in compliance with Maryland SDLC.

**Deliverable(s)** = Administrator Training Plan, User Training Plan, User Manual, Evidence that all training was completed (Microsoft Word). The Agency Receipt of Deliverable Form, Attachment 8, shall be submitted as specified in TORFP Section 2.6.1 for each deliverable. Only one (1) Agency Acceptance of Deliverable Form, Attachment 9, will be signed by the TO Manager.

- g) **Deliverable 4-7: WSIPS in Production for Warranty Period** - The TO Contractor shall provide a written 90 calendar day warranty in accordance with the requirements in TORFP Section 2.5.4.3.5. Further, the TO Contractor shall adhere to the requirements found in Section 2.7, Hotline Notification and Response During Warranty, during the warranty period.

**Deliverable(s)** = 90 Calendar Day Warranty (Microsoft Word), Response to MDE requests in accordance with Section 2.7. The Agency Receipt of Deliverable Form, Attachment 8, shall be submitted as specified in TORFP Section 2.6.1 for each deliverable. Only one (1) Agency Acceptance of Deliverable Form, Attachment 9, will be signed by the TO Manager.

- h) **Deliverable 4-8: Operations and Maintenance Manual** - The TO Contractor shall develop an Operations and Maintenance Manual in accordance with the requirements in TORFP Section 2.5.4.3.6. The Operations and Maintenance Manual shall be prepared using a TO Contractor proposed format that has been reviewed and approved by the TO Manager.

**Deliverable(s)** = Operations and Maintenance Manual (Microsoft Word). The Agency Receipt of Deliverable Form, Attachment 8, shall be submitted as specified in TORFP Section 2.6.1 for each deliverable. Only one (1) Agency Acceptance of Deliverable Form, Attachment 9, will be signed by the TO Manager.

#### **2.6.2.5 Task 5 – Optional Services: Build eCommerce Module (Section 2.5.5)**

- a) **Deliverable 5-1: eCommerce Implementation Plan** - The TO Contractor shall develop an eCommerce Implementation Plan as specified in TORFP Section 2.5.5 using a TO Contractor proposed format that has been reviewed and approved by the TO Manager. The deliverable will be in compliance with Maryland SDLC.

**Deliverable(s)** = eCommerce Implementation Plan (Microsoft Word). The Agency Receipt of Deliverable Form, Attachment 8, shall be submitted as specified in TORFP Section 2.6.1 for each deliverable. Only one (1) Agency Acceptance of Deliverable Form, Attachment 9, will be signed by the TO Manager.

- b) **Deliverable 5-2: Documentation for eCommerce Module** - The TO Contractor shall develop installation, configuration, specification, operations, and maintenance documentation as specified in TORFP Section 2.5.5 using TO Contractor proposed formats that have 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). The Agency Receipt of Deliverable Form, Attachment 8, shall be submitted as specified in TORFP Section 2.6.1 for each deliverable. Only one (1) Agency Acceptance of Deliverable Form, Attachment 9, will be signed by the TO Manager.

- c) **Deliverable 5-3: Purchase of eCommerce Hardware/Software/Licensing** - The TO Contractor shall purchase applicable hardware/software/licensing as specified in the

eCommerce Implementation Plan, unless the Department determines that it is in its best interest for the Department to purchase these items through other procurement vehicles.

**Deliverable(s)** = Order confirmation and delivery receipt(s) for purchased items (Microsoft Word or Adobe PDF). The Agency Receipt of Deliverable Form, Attachment 8, shall be submitted as specified in TORFP Section 2.6.1 for this deliverable. Only one (1) Agency Acceptance of Deliverable Form, Attachment 9, will be signed by the TO Manager.

- d) **Deliverable 5-4: Implementation of eCommerce Module** - The TO Contractor shall implement the eCommerce Module as specified in TORFP Section 2.5.5.

**Deliverable(s)** = Physical Implementation of the eCommerce Module at the MDE Data Center, Demonstration of the implementation of the eCommerce Module to the TO Manager and designated OIMT Staff. The Agency Receipt of Deliverable Form, Attachment 8, shall be submitted as specified in TORFP Section 2.6.1 for each deliverable. Only one (1) Agency Acceptance of Deliverable Form, Attachment 9, will be signed by the TO Manager.

- e) **Deliverable 5-5: Fully Tested and Deployed eCommerce Module** - The TO Contractor shall perform eCommerce Module performance and acceptance validation testing and reporting in accordance with the MDE approved eCommerce Performance and Acceptance Plan. The deliverable will be in compliance with Maryland SDLC.

**Deliverable(s)** = Documented Performance and Acceptance Validation Testing Report(s) (Microsoft Word and/or Microsoft Excel), 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 2.6.1 for each deliverable. Only one (1) Agency Acceptance of Deliverable Form, Attachment 9, will be signed by the TO Manager.

- f) **Deliverable 5-6: Completed Training Sessions** - The TO Contractor shall implement the eCommerce Module Training Plans and provide eCommerce Module training materials as specified in TORFP Section 2.5.5. The deliverable will be in compliance with Maryland SDLC.

**Deliverable(s)** = Completed Training Session(s), conducted in accordance with MDE approved Training Plans (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 2.6.1 for each deliverable. Only one (1) Agency Acceptance of Deliverable Form, Attachment 9, will be signed by the TO Manager.

- g) **Deliverable 5-7: eCommerce Module in Production for Warranty Period** - The TO Contractor shall warrant the eCommerce Module for 90 calendar days in production use as specified in TORFP Section 2.5.5.

**Deliverable(s)** = 90 Calendar Day Warranty (Microsoft Word), Response to MDE requests in accordance with Section 2.7. The Agency Receipt of Deliverable Form, Attachment 8, shall be submitted as specified in TORFP Section 2.6.1 for each deliverable. Only one (1) Agency Acceptance of Deliverable Form, Attachment 9, will be signed by the TO Manager.

### 2.6.3. Deliverable Schedule

The following MDE Deliverable Schedule in Table 1 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.

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, in accordance with deliverable performance procedures. All deliverables shall be prepared using Microsoft Office 2003 applications, including Microsoft Word, Microsoft Project, and Microsoft Visio.

**Table 1 - MDE Deliverable Schedule**

<b>Task</b>	<b>Deliverable Number</b>	<b>Deliverable</b>	<b>Delivery Schedule</b>
		<b>Task 1 – Project Initiation</b>	
1	1-1	Project Management Plan	NTP +20 Business days
	1-2	Project Schedule	NTP+10 business days
	1-3	Kick-off Meeting Minutes	NTP+10 business days
		<b>Task 2 - WSIPS Planning Docs</b>	
2	2-1	Detailed System and Functional Requirements	NTP+40 Business days
	2-2	Requirements Traceability Matrix	NTP+60 Business Days
	2-2	Architecture Plan	NTP+60 Business days
	2-3	Hardware/Software Configuration Plan	NTP+60 Business days
	2-4	Implementation Plan	NTP+60 Business days
		<b>Task 3 - Clean &amp; Migrate Data</b>	
3	3-1	Purchase of Hardware/ Software/Licensing	NTP+80 Business days
	3-2	WSIPS Database Structure and Data Dictionary	NTP+80 Business days
	3-3	Data Cleanup and Migration Plan	NTP+80Business days
	3-4	Populated WSIPS Database	NTP+120 Business days
		<b>Task 4 – Build &amp; Deploy WSIPS</b>	
4	4-1	Build One of WSIPS	NTP+160 Business days
	4-2	Build Two of WSIPS	NTP+190 Business days
	4-3	Build Three of WSIPS	NTP+230 Business days
	4-4	Fully Tested and Deployed WSIPS	NTP+270 Business days
	4-5	Statement of Ownership	NTP+240 Business days
	4-6	Completed Training Sessions	NTP+270 business days
	4-7	WSIPS in Production for Warranty Period	NTP+360 business days
	4-8	Operations and Maintenance Manual	NTP+240 Business days
		<b>Task 5 – Optional Services</b>	
5	5-1	eCommerce Implementation Plan	TBD
	5-2	Documentation for eCommerce Module	TBD



<b>Task</b>	<b>Deliverable Number</b>	<b>Deliverable</b>	<b>Delivery Schedule</b>
	5-3	Purchase of eCommerce Hardware/ Software/Licensing	TBD
	5-4	Implementation of eCommerce Module	TBD
	5-5	Fully Tested and Deployed eCommerce Module	TBD
	5-6	Completed Training Sessions	TBD
	5-7	eCommerce Module in Production for Warranty Period	TBD

The acceptance criteria for deliverables for Tasks 1 through 5 are defined by the TO Manager approved Statement of Work set forth in TORFP Section 2.2 for each Task. 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 2.15.

## **2.6.4 Performance of TO Contractor Personnel and Mitigation Procedures**

### **2.6.4.1 Performance Ratings for Deliverable**

Based on the quality of deliverables detailed in Section 2.6, 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 2.6.4.2.

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

At any time during the TO period of performance, should the quality of deliverables detailed in Section 2.6 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.

## 2.7 HOTLINE NOTIFICATION AND RESPONSE DURING WARRANTY PERIOD

The TO Contractor shall provide a hotline process for MDE that meets the requirements found in Attachment 21 (Service Level Definitions) and Attachment 22 (Service Level Requirements). The process shall be used in reporting defects in the WSIPS during the 90 calendar day warranty period. The hours of hotline operation shall be:

- State Business Days: 6 AM – 9 PM
- Non State Business Days: 6 AM – 6 PM  
(includes State holidays and Service Reduction Days)

If MDE identifies a defect in the WSIPS, the TO Manager or designee, shall submit a Defect Claim Form to the TO Contractor that includes:

- 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 (i.e., production, development, testing); and
- The categorization of the defect, from the following options:
  - Critical Defect (Category 1) – An emergency situation to a critical business function in which a system function is inoperable in such a way that it is not usable in a production environment, produces incorrect results, or fails catastrophically.
  - High Defect (Category 2) – A defect that produced a detrimental situation in which performance (throughput or response) of a system function degrades substantially producing a severe impact in the use of one or more mainline functions.
  - Medium or Low Defects (Category 3) – A situation in which a system function is usable, but does not perform in the most convenient or expeditious manner, even though the user is still able to perform his or her job (i.e., a work-around is available).

Upon receipt of the Defect Claim Form, the TO Contractor shall attempt to recreate the reported defect within MDE's operating environment. If the TO Contractor is unable to reproduce the defect, the TO Contractor will directly contact the TO Manager for further information and clarification.

**Tracking of Reported Defects** - The TO Contractor shall track all defect claims 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

## 2.8 PERSONNEL

The TO Contractor shall specify and provide key personnel who cannot be removed from this project unless the removal is requested through the Change Request process defined in Section 2.16. These key

personnel shall meet the labor requirements specified in the TO Contractor's CATS II Master Agreement, as well as having the following expertise:

### **2.8.1 Project Management**

The Project Manager assigned to the project shall have active certification as a Project Management Professional (PMP) issued by the Project Management Institute (PMI). Further, the PM must have 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.

### **2.8.2 Database Administration**

The TO Contractor's key personnel assigned to this project shall demonstrate expertise in the following areas:

- Database Architecture and Design.
- Managing large scale databases on Oracle, SQL Server and/or other platforms.
- Hands-on experience on database security management, recovery, performance tuning, design of reporting solutions and data exchange with external databases.
- Experience working with application developers to ensure compatibility and maximum performance. Geospatial database experience.

### **2.8.3 Software Development**

The TO Contractor's key personnel assigned to this project shall demonstrate expertise in the following areas:

- Software design and implementation.
- Thorough understanding of the database-driven application architecture, design, development, implementation, testing and deployment.
- Excellent programming skills in .NET technologies.
- Experience with SharePoint 2007.
- Experience with latest ESRI GIS programming packages.
- Experience with other GIS platforms.
- Experience with Engineering-IT projects.

### **2.8.4 Web eBusiness Application Design, Development and Implementation**

The TO Contractor's key personnel assigned to this project 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 eGovernment web solutions for Government Entities.

### **2.8.5 Web eCommerce Application Design and Implementation**

The TO Contractor’s key personnel assigned to this project 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 eGovernment web solutions for Government Entities.

### **2.9 TO CONTRACTOR MINIMUM QUALIFICATIONS**

TO Contract must have completed at least three (3) projects that were similar in scope to the one defined in the Statement of Work of this TORFP

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

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

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

## 2.11 MDE DEPARTMENTAL RESPONSIBILITIES

MDE will assign a TO Manager to serve as a single point of contact for the TO Contractor. The TO Manager's duties shall include:

- Coordination of plan development
- Develop, monitor and update the Master Project Schedule
- Maintain and update the PMP document
- Monitor and manage project risks, issues and action items
- Manage the Department's project team
- Monitor and facilitate approval of deliverables
- Authorize payment of invoices after approval
- Ensure that the TO Contractor has 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
- Coordinate all project meetings with the TO Contractor, including meetings with senior staff from MDE OIMT and the business programs, as needed.

MDE shall provide office space, data center rack space, electrical 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

MDE shall perform data backup activities such as tape rotation and off-site storage. MDE also shall assume maintenance and operations responsibility of the WSIPS at the end of the 90 calendar day warranty period.

MDE shall provide network related troubleshooting with assistance from the TO Contractor as necessary and as requested with respect to the MDE Website.

## 2.12 INVOICING

The TO Contractor shall submit invoices for payment on or before the 15<sup>th</sup> day of the month following acceptance of each Task as defined in Section 2.5 from the TO Manager. Payment of an invoice will be withheld if a signed **Agency Acceptance of Deliverable Form** is not submitted. All invoices shall be submitted to the TO Manager for payment approval.

### 2.12.1 Invoice Submission Procedure

1. Each invoice submitted by the TO Contractor shall identify MDE OIMT as the TO Requesting Agency, and include:
  - TO Contractor's Federal Tax Identification Number (FEIN)
  - Deliverable(s)
  - Associated TO Contract number
  - Date of invoice
  - Period of performance covered by the invoice; and

- TO Contractor point of contact, with telephone number.
- 2. 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

- 3. Invoice for final payment (Retainage) shall be clearly marked as “FINAL” and submitted when all TORFP requirements have been completed and no further charges are to be incurred under the TO Contract. In no event shall any invoice be submitted later than 60 calendar days from the TO Contract termination date.

### **2.13 RETAINAGE**

Ten percent (10%) of each invoice for deliverables shall be held by MDE as retainage. 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 TO Contractor forfeits the retainage.

The TO Contractor shall submit a separate invoice for the retainage release no earlier than the end of the warranty period. The TO Contractor shall track the cumulative retainage amount and display this amount on the invoices, until the retainage is released by the TO Manager.

### **2.14 REPORTING**

#### **2.14.1 Project Status Reports**

The TO Contractor and TO Manager shall hold weekly progress meetings. A weekly project report shall be submitted to the TO Manager at least 2 days in advance of each meeting. The report shall be submitted via e-mail (subject line – “Progress Report for Period Ending MM\_DD\_YYYY”) and contain at a minimum, the following information:

1. TO Requesting Agency name (i.e., MDE OIMT)
2. TO Contract number
3. Reporting period
4. Work accomplished during the weekly period.
5. Deliverable progress, as a percentage of completion.
6. Problem areas, including scope creep, updates on risks, issues and action items and/or deviation from the work plan.
7. Planned activities for the next reporting period.

8. Gantt chart updated from the original to show actual progress; as applicable, explanations for variances and plan for completion on schedule.
9. 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.

The TO Contractor shall also submit, as needed, updates on project artifacts to include Project Management Plan, Project Schedule, Resource/Staffing Management Plan, and other documents that reflect changes to scope, schedule, personnel, and/or costs.

### **2.14.2 MBE Participation Reporting**

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 MDE 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 reports 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.

## **2.15 CHANGE REQUEST REQUIREMENTS**

### **2.15.1 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.

### **2.15.2 Allowed Changes**

The TO Contractor shall submit Change Requests (CRs) for proposed changes to the Statement of Work (as required by TORFP Section 2), Total Evaluation Cost or baseline project schedule.

### **2.15.3 Change Request Process**

The TO Contractor shall submit all CRs in writing to the TO Manager. The CR shall include the impact to the System Functional Requirements, 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.

### **2.15.4 Change Request Invoices**

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

## **2.16 CHANGE REQUESTS**

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 request 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 on or before the submission time designated on the Key Information Summary Sheet. The Master Contractor is required to submit one of two possible responses: 1) a TO Proposal, along with a completed Master Contractor Feedback Response Form; or 2) a Master Contractor Feedback Form only. The feedback form helps the State understand why Master Contractors did or did not submit proposals and is helpful in the development of future TORFPs. The form is accessible via the CATS II Master Contractor login screen; click 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 include a Technical Proposal and a Financial Proposal, as outlined below.

#### **3.2.1 TECHNICAL PROPOSAL**

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

- 1) *Understanding of Requirements:* Provide a detailed discussion of the Master Contractor's understanding of the work outlined in Section 2 and Attachments referenced in Section 2.
- 2) *Assumptions:* Include any assumptions formed by the Master Contractor in developing the Technical Proposal.
- 3) *Risk Assessment:* Identify any risks inherent in the work requirements and actions to mitigate these risks.
- 4) *Proposed Solution:* Provide a description of the Master Contractor's proposed solution to accomplish the Statement of Work (Section 2).
- 5) *Proposed Tools:* Include a description of all proposed tools that will be used to facilitate the work requirements of this TORFP.
- 6) *Tasks and Deliverables:* Include a description of and the schedule for completing each task and deliverable, illustrated by a Gantt chart. Start and completion dates for each task 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 2.14).
- 7) *Work Breakdown Structure:* Include a detailed work breakdown structure (WBS) and staffing schedule, with labor hours by skill category that will be applied to meet each task 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:* Include a statement acknowledging the Master Contractor's understanding of the acceptance criteria.

##### **B. Proposed Personnel**

- 1) Identify and provide resumes for all proposed key personnel. The resumes should highlight the responsibilities and accomplishments of each person 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 2.8.
- 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) Provide for each key personnel a completed Attachment 5 – Labor Classification Personnel Resume Summary.

C. MBE Participation

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

D. Subcontractors

- 1) Identify all proposed subcontractors, including MBEs, and their role(s) in fulfilling the Statement of Work of this TORFP.

E. Master Contractor and Subcontractor Experience and Capabilities

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

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

F. Proposed Facility

- 1) Identify the location of the Master Contractor's facilities, including street address, from which any work will be performed.

G. State Assistance

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

H. Confidentiality

- 1) A Master Contractor should give specific attention to the identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland. Contractors are advised that, upon request for this information from a third party, the TO Procurement Officer will be required to make an independent determination regarding whether the information may be disclosed.

### **3.2.2 FINANCIAL PROPOSAL**

#### **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) Task 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 Tasks and Deliverables.
  - 4) List all Deliverables, even those not separately priced (NSP).
- 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) There is no guarantee of any minimum or maximum amounts under Task 5 - Optional Services: Build eCommerce Module.

## **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 responding to the CATS II TORFP. In making the TO Agreement award determination, MDE will consider all information submitted in accordance with Section 3.

### **4.2 TECHNICAL CRITERIA**

The technical criteria that will be used to evaluate a Technical Proposal are listed below, in descending order of importance:

- A. Meets Minimum Qualifications, defined in Section 2.9 as having completed at least three (3) projects that were similar in scope to the one defined in the Statement of Work of this TORFP, within the past 5 years.
- B. Understanding of work requirements, quality of the approach and proposed solution, as evidenced by the Master Contractor's written response and oral presentation, if any.
- C. Positive past performance on similar projects as provided in the TO Contractor's Technical Proposal.
- D. Experience with developing and implementing online eBusiness applications and online eCommerce fee payment technologies and applications.
- E. Qualifications and experience of the TO Contractor's proposed personnel. These personnel must meet the requirements associated with their identified labor category, in accordance with Section 2.10 of the Master TORFP.
- F. TO Contractor's estimate of MDE staff resources required to implement the proposed solution.
- G. Whether the proposed schedule is realistic and attainable and includes, but is not limited to, the milestones and deliverables listed in the TORFP.

### **4.3 SELECTION GUIDELINES**

- A. Technical proposals that meet the Minimum Qualifications will be reviewed in accordance with Section 4.2.1 and also have their Financial Proposal considered. Technical proposals that do not meet the Minimum Qualifications will be considered not susceptible to award, and the TO Contractor will receive an e-mail notice from the TO Procurement Officer stating that determination.
- B. Qualified Financial Proposals will be reviewed and ranked from lowest to highest based on the proposed price.
- 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 most advantageous TO Proposal considering both technical and financial submissions shall be selected for the work assignment. In making this selection, a Task Order agreement shall be awarded to the TO 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 after issuance of a fully executed TO Agreement and Purchase Order, and upon issuance of a Notice to Proceed from the TO Procurement Officer. See Attachment 7 - Notice to Proceed (sample).

**ATTACHMENT 1 - PRICE PROPOSAL (FIXED PRICE) FOR CATS II TORFP**

**P.O. # U00P2400012**

<b>Task</b>	<b>Deliverable</b>	<b>Deliverable Description</b>	<b>Fixed Price Cost</b>
		<b>Task 1 – Project Initiation</b>	
1	1-1	Project Management Plan	
	1-2	Project Schedule	
	1-3	Kick-off Meeting Minutes	
		<b>Total Cost – Task 1 – Project Initiation</b>	
		<b>Task 2 – Plan the WSIPS</b>	
2	2-1	Detailed System and Functional Requirements	
	2-2	Requirements Traceability Matrix	
	2-3	Architecture Plan	
	2-4	Implementation Plan	
	2-5	Test Master Plan	
	2-6	Hardware/Software Configuration Plan	
		<b>Total Cost – Task 2 – Plan the WSIPS</b>	
		<b>Task 3 – Clean and Migrate Data</b>	
3	3-1	Purchase of Hardware/Software/Licenses	
	3-2	WSIPS Database Structure and Data Dictionary with Demonstration	
	3-3	Data Cleanup and Migration Plan	
	3-4	Populated WSIPS Database with Demonstration	
		<b>Total Cost – Task 3 – Clean and Migrate Data</b>	
		<b>Task 4 – Build and Deploy the WSIP</b>	
4	4-1	Build One of WSIPS	
	4-2	Build Two of WSIPS	
	4-3	Build Three of WSIPS	
	4-4	Fully Tested WSIPS	
	4-5	Statement of Ownership	
	4-6	Completed Training Sessions	
	4-7	WSIPS in Production for Warranty Period	
	4-8	Operations and Maintenance Manual	
		<b>Total Cost – Task 4 – Build and Deploy the WSIPS</b>	
		<b>Task 5 – Optional Services: Build eCommerce Module</b>	
5	5-1	eCommerce Implementation Plan	
	5-2	Documentation for eCommerce Module	
	5-3	Purchase of eCommerce Hardware/ Software/Licensing	
	5-4	Implementation of eCommerce Module	
	5-5	Fully Tested and Deployed eCommerce Module	
	5-6	Completed Training Sessions	
	5-7	eCommerce Module in Production for Warranty Period	
		<b>Total Cost – Task 5 – Optional Services – Build eCommerce Module</b>	

Task	Deliverable	Deliverable Description	Fixed Price Cost
<b>TOTAL EVALUATED COST</b>			

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

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

\_\_\_\_\_  
Title

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

*Submit as a .pdf file with the TO Proposal - Financial*

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

### **TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING REQUIREMENTS**

#### **CATS II TORFP (P.O. # U00P2400012)**

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. # U00P2400012), 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 [redacted] percent for MBEs classified as African American-owned and [redacted] 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 [redacted] 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 the TO Proposal - Technical*

**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. # U00P2400012)	
<b>List Information For Each Certified MBE Subcontractor On This Project</b>	
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: \_\_\_\_\_

**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	

*Submit as a .pdf file with the TO Proposal – Technical*

**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. # U00P2400012), I state the following:

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

	By:	
Offeror Name		Name
Address		Title
		Date

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

**ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS  
FORM D – 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 (P.O. # U00P2400012), 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):

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- 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 #: _____	CATS II TORFP (P.O. # U00P2400012)
Reporting Period (Month/Year): _____	Contracting Unit _____
<b>Report is due by the 15<sup>th</sup> of the following month.</b>	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>	Bill Kamberger, Acting Director, Procurement Maryland Department of the Environment 1800 Washington Boulevard Baltimore, MD 21230 <a href="mailto:bkamberger@mde.state.md.us">bkamberger@mde.state.md.us</a>
---	--

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

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

**ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS  
FORM D – 6**

Minority Business Enterprise Participation Subcontractor Paid/Unpaid Invoice Report

Report #: _____	CATS II TORFP (P.O. # U00P2400012)
Reporting Period (Month/Year): ___/____	Contracting Unit _____
<b>Report Due By the 15<sup>th</sup> of the following Month.</b>	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: _____
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Phone: _____	FAX: _____
--------------	------------

Subcontractor Services Provided: \_\_\_\_\_

<p><b>List all payments received from Prime TO Contractor during reporting period indicated above.</b></p> <p>1. _____</p> <p>2. _____</p> <p>3. _____</p> <p><b>Total Dollars Paid: \$</b> _____</p>	<p><b>List dates and amounts of any unpaid invoices over 30 days old.</b></p> <p>1. _____</p> <p>2. _____</p> <p>3. _____</p> <p><b>Total Dollars Unpaid: \$</b> _____</p>
---	--

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>	Bill Kamberger, Acting Director, Procurement Maryland Department of the Environment 1800 Washington Boulevard Baltimore, MD 21230 <a href="mailto:bkamberger@mde.state.md.us">bkamberger@mde.state.md.us</a>
---	--

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

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS



## ATTACHMENT 3 – TASK ORDER AGREEMENT

### CATS II TORFP# U00P2400012 OF MASTER CONTRACT #060B9800035

This Task Order Agreement (“TO Agreement”) is made this **day** of **Month**, 2011 by and between **Task Order Contractor (TO Contractor)** and the STATE OF MARYLAND, Maryland Department of the Environment.

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

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
  - a. “Agency” means the Maryland Department of the Environment, as identified in the CATS II TORFP # U00P2400012.
  - b. “CATS II TORFP” means the Task Order Request for Proposals # U00P2400012, dated **MONTH DAY, YEAR**, including any addenda.
  - c. “Master Contract” means the CATS II Master Contract between the Maryland Department of Information Technology and **TO Contractor** dated \_\_\_\_\_.
  - d. “TO Procurement Officer” means Dinesh Gandhi. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
  - e. “TO Agreement” means this signed TO Agreement between the Maryland Department of the Environment and **TO Contractor**.
  - f. “TO Contractor” means the CATS II Master Contractor awarded this TO Agreement, whose principal business address is \_\_\_\_\_.
  - g. “TO Manager” means Wayne Petrush of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
  - h. “TO Proposal - Technical” means the TO Contractor’s technical response to the CATS II TORFP dated **date of TO Proposal – Technical**.
  - i. “TO Proposal – Financial” means the TO Contractor’s financial response to the CATS II TORFP dated **date of TO Proposal - Financial**.
  - j. “TO Proposal” collectively refers to the TO Proposal – Technical and TO Proposal – Financial.
2. Scope of Work
  - 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend conflict with or 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 \_\_\_\_\_, commencing on the date of Notice to Proceed and terminating on **Month Day, Year**.

### 4. Consideration and Payment

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

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

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

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

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

**TO Contractor Name**

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

\_\_\_\_\_  
Date

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

STATE OF MARYLAND, 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 the TO Proposal – Technical*

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

### **INSTRUCTIONS:**

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

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

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

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

Proposed Individual’s Name/Company:	How does the proposed individual meet each requirement?
<b>LABOR CLASSIFICATION TITLE – (INSERT LABOR CATEGORY NAME)</b>	
Education: (Insert the education description from the CATS II RFP from Section 2.10 for the applicable labor category.)	
Experience: (Insert the experience description from the CATS II RFP from Section 2.10 for the applicable labor category.)	
Duties: (Insert the duties description from the CATS II RFP from Section 2.10 for the applicable labor category.)	

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

**Contractor’s Contract Administrator:**

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

**Proposed Individual:**

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

*Submit as a .pdf file with the TO Proposal – Technical  
**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. # U00P2400012)

Dear TO Contractor Contact:

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

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

Sincerely,

TO Procurement Officer

Task Order Procurement Officer

Enclosures (2)

cc: 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: MDE Water Supply Information and Permitting System (WSIPS)

TO Agreement Number: (P.O. # U00P2400012)

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 2.6 OF THE TORFP.

## ATTACHMENT 9 – AGENCY ACCEPTANCE OF DELIVERABLE FORM

Agency Name: Maryland Department of the Environment  
TORFP Title: MDE Water Supply Information and Permitting System (WSIPS)  
TO Manager: Wayne Petrush – 410-537-3099

**To:**

The following deliverable, as required by TO Agreement (P.O. # U00P2400012), 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 2.6 OF THE TORFP.

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

This Non- Disclosure Agreement (the "Agreement") is made this \_\_\_ day of \_\_\_\_\_ 201\_, by and between \_\_\_\_\_ (hereinafter referred to as "the OFFEROR ") and the State of Maryland (hereinafter referred to as " the State").

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS II TORFP # U00P2400012 for MDE Water Supply Information and Permitting System (WSIPS). 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 \_\_\_\_\_, 201\_\_\_, by and between the State of Maryland (“the State”), acting by and through its 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 TORFP # U00P2400012 dated \_\_\_\_\_, (the “TORFP”) issued under the Consulting and Technical Services procurement issued by the Department, Project Number **060B9800035**; and

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

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

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

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

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

**Maryland Department of the Environment:**

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

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

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

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

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

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

**SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP**

## ATTACHMENT 12 – TO CONTRACTOR SELF-REPORTING CHECKLIST

*The purpose of this checklist is for CATS II Master Contractors to self-report on adherence to procedures for task orders (TO) awarded under the CATS II master contract. Requirements for TO management can be found in the CATS II master contract RFP and at the TORFP level. The Master Contractor is requested to complete and return this form by the **Checklist Due Date** below. Master Contractors may attach supporting documentation as needed. Please send the completed checklist and direct any related questions to [contractoversight@doit.state.md.us](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>	
A) Has there been any substitution of personnel? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, skip to Section 4.)	
B) Did the Master Contractor request each personnel substitution in writing? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____	

C) Does each accepted substitution possess equivalent or better education, experience and qualifications than incumbent personnel?

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

D) Was the substitute approved by the agency in writing?

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

**Section 4 – MBE Participation**

A) What is the MBE goal as a percentage of the TO value? (If there is no MBE goal, skip to Section 5)

%

B) Are MBE reports D-5 and D-6 submitted monthly?

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

C) What is the actual MBE percentage to date? (divide the dollar amount paid to date to the MBE by the total amount paid to date on the TO)

%

(Example - \$3,000 was paid to date to the MBE sub-contractor; \$10,000 was paid to date on the TO; the MBE percentage is 30% ( $3,000 \div 10,000 = 0.30$ ))

D) Is this consistent with the planned MBE percentage at this stage of the project?

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

E) Has the Master Contractor expressed difficulty with meeting the MBE goal?

Yes

No

(If yes, explain the circumstances and any planned corrective actions)

\_\_\_\_\_

**Section 5 – TO Change Management**

A) Is there a written change management procedure applicable to this TO?

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

B) Does the change management procedure include the following?

Yes  No  Sections for change description, justification, and sign-off

Yes  No  Sections for impact on cost, scope, schedule, risk and quality (i.e., the impact of change on satisfying TO requirements)

Yes  No  A formal group charged with reviewing / approving / declining changes (e.g., change control board, steering committee, or management team)

C) Have any change orders been executed?

Yes

No

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

\_\_\_\_\_

D) Is the change management procedure being followed?

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

## ATTACHMENT 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: \_\_\_\_\_

*Submit as a .pdf file with the TO Proposal – Technical*

## ATTACHMENT 14 – CURRENT OPERATING ENVIRONMENT

### 1) Server Hardware and Software:

1.1 All hardware, server-based applications and designed systems procured, as recommended by the winning bidder of this TORFP, shall meet the goals established by this TORFP that do not conflict with standards set by MDE's Office of Information Technology (OIMT). Such standards shall include meeting MDE's OIMT:

- Minimum server hardware standards (i.e., HP Proliant DL-series servers, two quad-core processors, 8GB memory, RAID-able internal storage controllers with battery backed cache, two internal 10/100/1000 NICs, separate internal remote server management cards, etc.)
- Minimum server hardware maintenance support standard ( three year of support with 4 hour, 24x7x365 coverage by the server manufacturer)
- Server network operating system standard (i.e., Windows Server 2008 x64 Enterprise Edition, Novell Netware 6.5 or Novell SuSE Linux 11, unless another operating system is required and approved for specialized applications)
- Server operating system software support standards ( Microsoft-MDE Enterprise agreement including Software Assurance; Novell-MDE Master Licensing Agreement)
- Application software support standards (appropriate [as determine by application custodian] manufacturer-based technical support; software upgrades/patches; telephone/email/onsite technical support, etc.)
- Enterprise server backup software standards (Syncsort backup Express (inside network); Symantec backup Exec (DZM network))
- Enterprise relational database management system (RDBMS) standards (i.e., Oracle version 10g or Microsoft SQL Server 2008 unless another RDBMS is required and approved for specialized applications)
- Enterprise Network Topology Standards (servers in MDE server farm in MDE Data Center, publicly accessible servers in MDE DMZ only, no internal eDirectory/Active Directory communications in MDE's DMZ, etc.)
  - Enterprise Network Security Standards (adherence to State of Maryland Information Security Policy in general and MDE exceptions in particular; application-based security for all applications)
  - Enterprise Disaster Recovery Plan standards (recovery at alternate sites for any/all hardware/software/applications; ability to backup server data to appropriate media; recovery to standby hardware, etc.)

- 
- a) 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)
- b) 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 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

# ATTACHMENT 15 - MDE Water Supply Information and Permitting System (WSIPS) System Functional Requirements

## 1.0 General Requirements

- 1.1 All data, code, documents, diagrams, and other intellectual property developed under this contract shall be submitted and belong to MDE.
- 1.2 The system shall use Windows Server 2008.
- 1.3 The system shall use Oracle 11G or SQL for the backend system (database).
- 1.4 The system shall use a .NET environment for the front end system.
- 1.5 The system shall ensure security of the data for varying levels of users including:
  - 1.5.1 Administrator – Full read/write capabilities.
  - 1.5.2 Manager – Full Read capabilities, limited write capabilities
  - 1.5.3 Permitting Manager - Full Read/Write capabilities to permit data
  - 1.5.4 Enforcement Manager – Read/Write to Enforcement data only
  - 1.5.5 Permit Applicant and Permit Holder – Read and limited write to application and supplemental information
  - 1.5.6 Other MDE Personnel/ Public – Read only
- 1.6 The system shall provide a method for assigning logon credentials to authorized users.
- 1.7 The system shall utilize a login process to authenticate authorized user access to the system.
- 1.8 The system shall utilize MDE's existing content management system (SharePoint 2007).
- 1.9 The system shall allow authorized users to electronically submit to MDE all required data for a permit (i.e., application information, renewal information, usage data, etc.).
- 1.10 The system shall allow authorized users to submit document images (i.e., .pdf, jpg, etc.) and link them to the appropriate permit record.
- 1.11 The system shall be capable creating a unique identifier for each document and document images and linking it to a specific permit.
  - 1.11.1 The system shall be capable of searching and sorting documents that are linked to a specific permit based on the unique identifier.
- 1.12 The system shall be capable of validating that each required field has been completed.
- 1.13 The system shall be capable of accepting and validating an electronic signature.
- 1.14 The system shall allow authorized users to generate a completed permit application using data entered and print it on a local printer.
- 1.15 The system shall be capable of permanently storing all versions of issued permits for all permittees.
- 1.16 The system shall be capable of displaying a document image in a PDF format on-screen while data is being entered into the system.
- 1.17 The system shall be capable of storing water permit conditions (i.e., stipulations) that can be individually generated and printed on any permit.
  - 1.17.1 The system shall be capable of updating and changing water permit conditions entered into the system.

- 1.18 The system shall be capable of importing and exporting data.
- 1.19 The system shall allow authorized users to view the status of a permit application during the approval process.
- 1.20 The system shall allow specific authorized users to change/update the status of a permit during the approval process through the use of a checklist.
  - 1.20.1 The authorized user shall be capable of capturing free form notes to further define the status of a permit.
- 1.21 The system shall allow authorized users to generate a permit using data entered and print it on a local printer.
- 1.22 The system shall be capable of creating and storing correspondence.
  - 1.22.1 The system shall be capable of producing hard copy correspondence.
  - 1.22.2 The system shall be capable of sending email correspondence individually or to a pre-defined list.
  - 1.22.3 The system shall be capable of associating correspondence with the permit.
- 1.23 The system shall be capable of linking multiple permits to a Permittee.
- 1.24 The system shall be capable of linking multiple Permittees to one permit.
- 1.25 The system shall be capable of sending e-mail alerts to authorized users based on information contained in the system database.
- 1.26 The system shall be capable of providing a transaction history for each transaction type within the system.
- 1.27 The system shall be capable of performing batch processing via a tool.
  - 1.27.1 The batch processing tool shall perform batch processing at any specified time or date.
  - 1.27.2 The batch processing tool shall be configured to handle error exceptions.
  - 1.27.3 The batch processing tool shall have the capability to send electronic alerts.
- 1.28 The system shall be capable of storing a draft permit that can only be activated by section leader or designee.
- 1.29 The system shall identify staff assigned to a permit application, and document and track permits issued by each staff, by category of permit (large or small), and by date.
- 1.30 The system shall track a permit throughout the permitting process from date of application filing to final disposition. This should include, but is not limited to, the date of original application, date(s) of request(s) for additional information, date(s) of receipt of documentation, date(s) of public notification, date of hearing, date application is complete, and date of permit decision to issue, withdraw or deny.
- 1.31 The system shall be capable of storing comments with each permit with the date and identification of individual making the comment.

## **2.0 Interfaces**

- 2.1 Web Interfaces
  - 2.1.1 The system shall be designed using thin client technology.
- 2.2 Safe Drinking Water Information System (SDWIS) or Public Drinking Water Information System (PDWIS) (includes MD Wells Database)
  - 2.2.1 The system shall be capable of importing data from MDE's SDWIS and PDWIS databases.

- 2.2.2 The system shall be capable of exporting data to MDE's SDWIS and PDWIS databases in XML or an MDE approved format.
- 2.2.3 The system shall allow authorized users to query the SDWIS and PDWIS databases.
- 2.3 U.S. Geological Survey's Aquifer Information System (AIS) – ArcMap platform
  - 2.3.1 The system shall provide a link to AIS.
  - 2.3.2 The system shall capture and store screen shots as a document.
  - 2.3.3 The system shall be capable of extracting information from AIS ArcMap and associating it with a permit (i.e., screen shots, images, .pdf, etc.).
- 2.4 Google Maps
  - 2.4.1 The system shall be capable of interfacing with Google Maps (in bound traffic only).
- 2.5 U.S. Geological Survey (USGS) - State Water Use Data System
  - 2.5.1 The system shall provide a link to the USGS homepage.
  - 2.5.2 The system shall be capable of exporting data to the Geological State Water Use Data System.
- 2.6 U.S. National Water Information System.
  - 2.6.1 The system shall be able to obtain daily stream flows from gage data maintained on USGS website.
  - 2.6.2 The system shall allow for comparison of permitted flow-bys with the measured values
- 2.7 MDE ArcGIS System
  - 2.7.1 The system shall capture and store screen shots as a document in a .jpg or .pdf format.
  - 2.7.2 The system shall allow authorized users to interact with the ArcGIS system through a web interface (ArcServices).
  - 2.7.3 The system shall allow authorized users to directly access and modify permit information through the web interface.
  - 2.7.4 The system shall allow authorized users to search permit information through the web interface.
  - 2.7.5 The system shall add each permit's location directly onto the MDE ArcGIS map.
    - 2.7.5.1 The system shall allow authorized users to view all permit locations on the map.
    - 2.7.5.2 The system shall allow authorized users to enter location data by NAD83, latitude/longitude or tax map page/grid/parcel and view permit locations based on data entered.
    - 2.7.5.3 The system shall allow authorized users to obtain data from the Water Appropriation System through selection of a permit location.
  - 2.7.6 The system shall publish hydro geological maps and other non-secure data.

- 2.8 SDAT – UCC Charter and Real Property
  - 2.8.1 The system shall provide a link to the SDAT-UCC Charter homepage and SDAT- Real Property Search.

### **3.0 System Reports**

- 3.1 General
  - 3.1.1 The system shall be capable of creating and saving user defined (ad hoc) reports.
    - 3.1.1.1 The system shall be capable of saving the ad hoc report into the Water Application System’s Report Menu by MDE personnel, user’s local director and/or network directory.
  - 3.1.2 The system shall be capable of generating 80 reports that are currently being used by the WPS group. The WPS also envisions needing 30 additional reports that will need to be defined as part of Deliverable 2-1 (Detailed System and Functional Requirements). Examples of a simple report and a complex report can be found in Appendix 23. Examples of all existing reports will be available for review by the TO Contractor in the MDE Reading Room.
  - 3.1.3 The system shall be capable of generating 92 form letters that are currently being used by the WPS group. The form letters utilize data from the WSIPS database only. The WPS also envisions needing 8 additional form letters (i.e., 100 letters in total) that will need to be defined as part of Deliverable 2-1 (Detailed System and Functional Requirements). Examples of a simple form letter and a complex form letter can be found in Appendix 23. Examples of all existing form letters will be available for review by the TO Contractor in the MDE Reading Room.
  - 3.1.4 The system shall generate address labels that meet USPS address requirements.
  - 3.1.5 The system shall be capable of exporting a report (e.g., to pdf, MS Word, Excel, comma delimited, etc.).

### **4.0 Tracking of Permit Compliance**

- 4.1 The system shall provide the capability for MDE to track compliance with:
  - 4.1.1 Average day and maximum day withdrawal limits by calendar year
  - 4.1.2 Flow-by requirements
  - 4.1.3 Special conditions
  - 4.1.4 Water withdrawal reporting requirements
  - 4.1.5 Permit renewal requirements
- 4.2 The authorized user shall be capable of entering data and submitting document(s) for self-reporting.

### **5.0 Tracking of MDE Enforcement and Penalty Activities**



- 5.1 The system shall provide a mechanism for entering and tracking enforcement and penalty activities through to completion.

## **ATTACHMENT 16 - ISSUING NEW OR RENEWED PERMIT “AS IS” PROCESS**

### **Overview**

This process begins when a customer applies to the MDE Water Supply Program for a permit to authorize the customer to appropriate or use any waters of the State. The process is usually initiated by the customer after becoming aware of the need for the permit (e.g., customer is advised of the need when applying for other Maryland permits or licenses, or receives a renewal notice from MDE). The steps involved in issuing the permit vary considerably depending upon the amount of water needed, its source and planned use, and other factors determined by State law and/or MDE rules.

After obtaining the permit, certain customers are required to submit periodic compliance reports identifying actual water usage. A permit can be renewed, pending careful review and approval by Water Supply Program staff.

### **Process Description**

#### **Step 1: MDE mails renewal notification to permit holder, if applicable.**

- A. Generate renewal notice using RAMS 60 days prior to permit expiration.
- B. Mail renewal notice and *Application for Renewal of a Permit to Appropriate and Use Waters of the State* (form MDE/WMA/PER.002).

#### **Notes:**

1. The renewal notification includes a number generated by RAMS that includes the original permit number plus a “renewal indicator”.
2. Most permits expire after 12 years.

#### **Step 2: Applicant submits permit application to MDE.**

- A. If new permit is needed:
  1. Contact MDE to obtain blank *Application for a Permit to Appropriate and Use Waters of the State* (form MDE/WMA/PER.001)
  2. Complete application
  3. Obtain all supporting documentation required.
- B. If renewal of permit is needed:
  1. Complete *Application for Renewal of a Permit to Appropriate and Use Waters of the State* (form MDE/WMA/PER.002).
  2. Obtain all supporting documentation required
- C. Mail/fax/e-mail completed form to MDE.

#### **Step 3: MDE logs receipt of applicant’s permit application.**

#### **Step 4: MDE enters application information into RAMS.**

**Step 5: MDE assigns permit application (case) to reviewer.**

**Step 6: MDE Reviewer mails a set of detailed requirement to the applicant for withdrawal requests >10,000 gpd.**

**Step 7: Applicant completes detailed requirements for withdrawal requests >10,000 gpd.**  
A. Completes studies, gathers information, and submits complete documentation to MDE.  
B. Notifies contiguous property owners

*Note:*

1. The permit application is not considered complete until all required information is received from the applicant.

**Step 8: MDE Supervisor notifies interested parties for permits >10,000 gpd.**  
A. Notify interested parties that the application has been received (notifications are distributed once a month by mail or email)

**Step 9: MDE Reviewer conducts “technical review” of permit application.**  
A. Review information available in RAMS.  
B. Access other data sources for information about the permittee and potential impacts of requested water use:

- Comptroller’s Office
- Public Drinking Water Information System
- Geological Survey Aquifer Information System
- Other external data sources

C. Prepare a preliminary impact analysis for review by supervisor and Division Chief

*Notes:*

1. The steps involved in a “technical review” are determined by variables that include:
  - Volume of water requested
  - Source of water
    - Physical location of water source (underground, surface)
    - Owner (public, non-public)
  - Intended use of water (agriculture, power plant, other)
2. Certain, well understood applications (e.g., renewals with no change in permit conditions) may not need to undergo a technical review.
3. An exemption may be granted in certain circumstances, eliminating the need for a permit, and the associated review process.

**Step 10: MDE Supervisor notifies property owners and interested parties of the opportunity to comment or request a hearing for permits >10,000 gpd.**

**Step 11: MDE Supervisor conducts a hearing for permits >10,000 gpd, if requested.**

**Step 12: MDE Reviewer completes permit.**

- A. Revise the permit to reflect comments received, if necessary.
- B. Print permit.
- C. Provide permit to MDE Supervisor.

**Step 13: MDE Supervisor approves permit.**

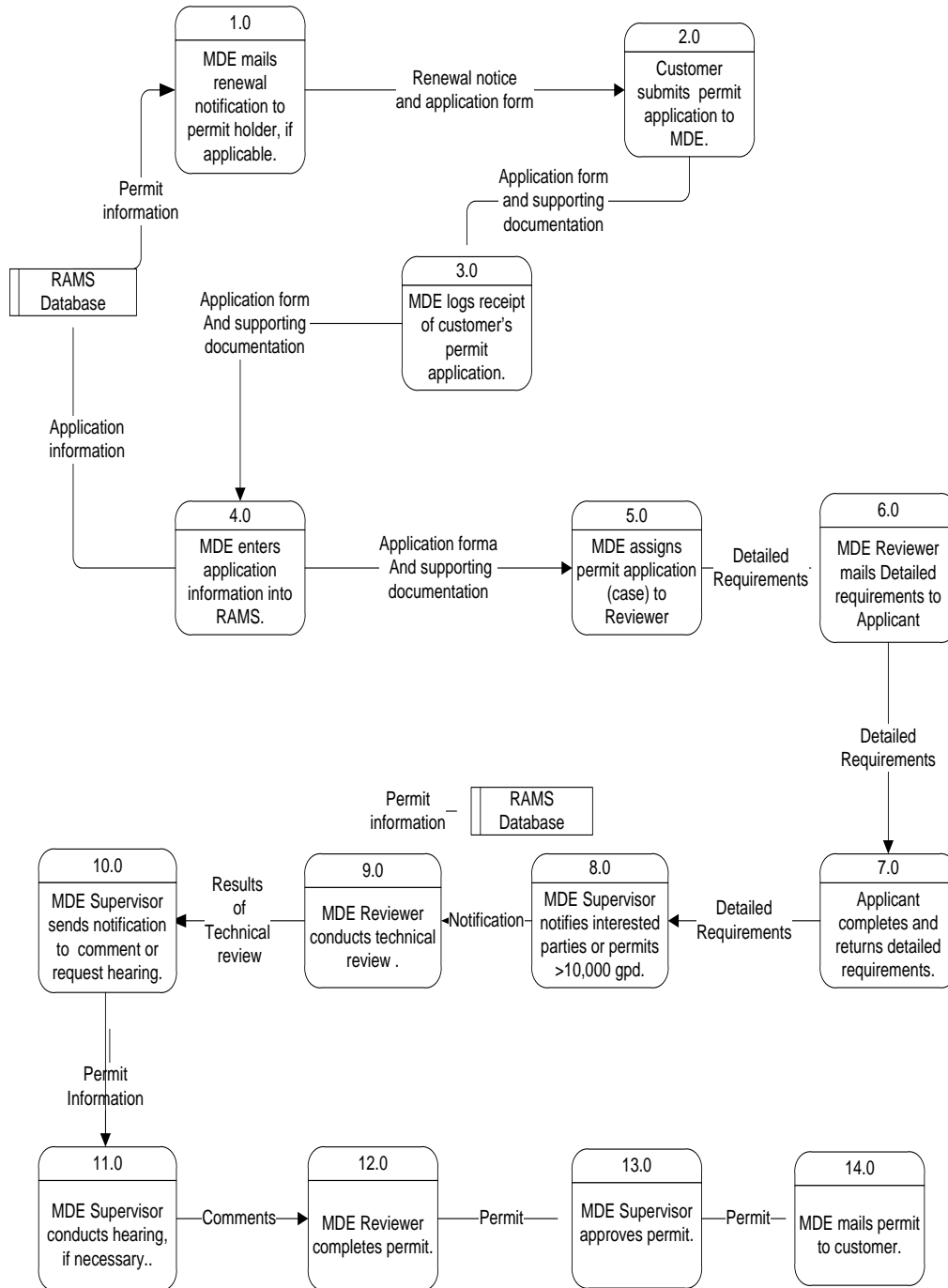
- A. Review supporting documentation gathered by MDE reviewer.
- B. Review printed permit, with conditions.
- C. Authorize issuance of permit.

**Step 14: MDE mails permit to customer.**

*Note:*

1. A provision for the permittee or other impacted use to challenge the permit is provided by State law.

## ISSUING NEW OR RENEWED PERMIT AS IS DIAGRAM



## **ATTACHMENT 17 - ISSUING NEW OR RENEWED PERMIT “TO BE” PROCESS**

### **Overview**

The process description below includes steps that are envisioned to be partially or fully automated utilizing the “Water Supply Information and Permitting System (WSIPS)”. The WSIPS will have a new relational database that includes information now saved in the RAMS/WAN database.

### **Process Description**

**Step 1: MDE runs a report to identify permits nearing their expiration date.**

- A. Generate a WSIPS report identifying all permits with an expiration date within the time frame specified by the user.

**Step 2: MDE prepares and sends a notification to the customer for renewals only.**

- A. Send an e-mail notification generated by the system to each customer who has an e-mail address and who has requested this method of delivery.
- B. Mail a hard copy notification generated by the system to all other customers.

***Note:***

- 1. The renewal notification includes a unique number comprised of the original permit number plus a number indicating the version.

**Step 3: The customer submits the required WSIPS application information and documents to MDE.**

- D. Enter application information online.
  - 1. Access the online MDE application screens via the MDE website.
  - 2. Enter application data.
  - 3. Append images of supporting documents.
  - 4. Submit application data and document images online.
  - 5. Submit payment information online via the MDE eCommerce module.
- E. Mail or fax hard copies of forms and/or documents that are not submitted online.

***Notes:***

- 1. Customers applying for a new permit begin the process at this Step.
- 2. Payment for the permit can be made online by credit card or e-check. Paper checks mailed to MDE are processed and recorded in WSIPS database by MDE Accounting.

**Step 4: If necessary, MDE prepares and saves an electronic record of application information submitted in hard copy by the customer.**

- A. Enter application data recorded on paper application form(s) and assign a new version number.
- B. Create an electronic image of each supporting document.
- C. Link application data and document image files to create a case record.

**Step 5: MDE assigns the permit application (case record) to an MDE Permit Reviewer.**

**Step 6: Permit Reviewer prepares a set of detailed requirements to be mailed to the applicant for withdrawal requests >10,000 gpd.**

- A. Mail via US mail.
- B. Hold the application (case record) until all required data and supporting documents have been received and saved in the WSIPS database.

**Step 7: Permit Reviewer conducts a “technical review” of the permit request.**

- A. Review information available in the WSIPS database.
- B. If necessary, request additional information from the customer via letter or telephone.
- C. Access other data sources for information about the potential impact of the requested water use:
  - 1. Safe Drinking Water Information System (SDWIS/State) or Public Drinking Water Information System (PDWIS) - includes MD Wells Database
  - 2. Geological Survey Aquifer Information System
  - 3. Google Maps
  - 4. MDE ArcGIS System
  - 5. SDAT-UCC Charter
  - 6. U.S.G.S National Water Information System
- D. Capture images of any documents and/or screen shots available in outside data sources that contain relevant information.
- E. Record the results of each technical assessment in the WSIPS database.
- F. Determine if the permit can be approved.
- G. Update the permit’s status in the system.

**Notes:**

- 1. The steps involved in a “technical review” are determined by variables that include:
  - Volume of water requested
  - Source of water
    - Physical location of water source (underground, surface)
    - Owner (public, non-public)
  - Intended use of water (agriculture, power plant, other)
- 2. Certain, well understood applications (e.g., renewals with no change in permit conditions) may not need to undergo a technical review.
- 3. An exemption may be granted in certain circumstances, eliminating the need for a permit and the associated review process.
- 4. The system shall contain a mechanism for adding special site-specific conditions developed for an individual permit.

**Step 8: Permit Reviewer requests customer payment.**

*Notes:*

1. This step may not be implemented initially, but MDE envisions the possibility of charging a fee in the future.
2. This step could occur at an earlier stage, i.e. when the application is submitted

**Step 9: Permit Supervisor notifies property owners and interested parties of the opportunity to comment or request a hearing for permits >10,000 gpd.**

**Step 10: Permit Supervisor conducts a hearing for permits >10,000 gpd, if requested**

**Step 11: Permit Reviewer processes permit.**

- A. Revise permit to reflect comments.
- B. Print permit.
- C. Provide permit to MDE Supervisor for approval.

**Step 12: MDE supervisor approves the permit.**

- A. Review the entire case record including the MDE reviewer's findings.
- B. Review the permit's conditions (standard, special, other).
- C. Print and sign the permit.
- D. Update the permit status in the WSIPS to indicate permit approval
- E. Forward to administrative staff for scanning/mailing.

*Notes:*

1. The WSIPS automatically sends an e-mail to the supervisor when the MDE reviewer enters a status change indicating that all required steps have been completed.
2. The permit type to be issued is based on planned usage, amount of water and water source.
3. The permit must include an original signature.

**Step 13: Administrative staff mails the permit to the customer.**



## **ATTACHMENT 18 - MONITORING COMPLIANCE WITH WATER PERMIT CONDITIONS “TO BE” PROCESS**

### **Overview**

This process begins after a permit has been issued. It includes steps taken by the Water Supply Program staff to monitor permit holders’ compliance with the standard and special conditions of their permits. A typical standard condition requires some permit holders to report water monthly water use on a semi-annual or annual basis. Other special conditions require on-going water level monitoring to be reported concurrent with water use data, submission of a report once a year or submission of a onetime report. The general process description describes how compliance tracking should work for report submittal with the new data system.

### **Process Description**

**Step 1: MDE notifies permit holders that a compliance report is needed.**

- A. Run a WSIPS report that extracts information about permits for which a compliance report is needed, within the timeframe established by the user.
- B. Send an e-mail notification to a customer who has an e-mail address and who has requested this method of delivery.
- C. Mail a paper notification to all other customers.

***Notes:***

- 1. The compliance report is generally completed by the permit holder (i.e., self-report). Third party or independent proof s of compliance may be required in the future.

**Step 2: Customer submits required compliance information to MDE.**

- A. Enter compliance information online.
  - 1. Access the online MDE compliance report screens via the MDE website.
  - 2. Enter compliance data.
  - 3. Append images of supporting documents, if any.
  - 4. Submit compliance data and document images online.
- B. Mail or fax hard copies of forms and/or documents that are not submitted online.

**Step 3: MDE prepares and saves an electronic record of compliance reports submitted in hard copy by the Customer, if necessary.**

- A. Enter compliance data recorded on paper report form.
- B. Create an electronic image of each supporting document, if any.
- C. Link compliance data and document image files to the existing permit (case) record.

**Step 4: MDE holds the compliance report information until all required data and supporting documents have been received and saved in the WSIPS database.**

**Step 5: MDE approves the compliance report.**

- A. Review compliance data and any supporting documentation submitted by the customer.
- B. Determine if permit conditions are being met.
- C. Contact the customer if more information is needed or if questions emerge.
- D. Update the permit's status in the WSIPS.

**Step 6: MDE follows up on missing or incomplete reports by telephone or in writing.**

## **ATTACHMENT 19 - ENFORCEMENT OF WATER PERMIT CONDITIONS “TO BE” PROCESS**

### **Overview**

This process begins after a permit has been issued. It includes steps taken by the Water Supply Program staff to ensure that permit holders are in compliance with the standard and/or special conditions of their permits. MDE enforcement actions vary depending upon the circumstances of the permit holder.

### **Process Description**

**Step 1: MDE notifies the permit holder that certain standard or special conditions for an issued permit are not being met.**

- A. Run report(s) that extract information needed to identify instances of non-compliance.
- B. Send an e-mail notification to a customer who has an e-mail address and who has requested this method of delivery.
- C. Mail a paper notification to all other customers.

***Notes:***

1. Instances of non-compliance include:
  - Failure to obtain or renew a permit
  - Failure to report water use as required by the permit
  - Use of water in excess of the permitted amount
  - Use of water when streamflows are below the level required by the permit
  - Failure to submit reports as required by a special condition
  - Failure to meet other special conditions
2. MDE may also identify instances of non-compliance through on-site visits to the customer’s location.

**Step 2: The customer contacts MDE to discuss non-compliance concern.**

**Step 3: MDE documents each enforcement action taken and each contact with the permittee.**

- A. Enter enforcement information.
- B. Create an electronic image of each supporting document, if any.
- C. Link enforcement action data and document image files to the existing permit (case) record.

***Note:***

1. The record of each enforcement action includes at a minimum several core data (e.g., start/end dates, type of violation, MDE action, customer response, person(s) involved, and additional comments).

## **ATTACHMENT 20 – READING ROOM MATERIALS**

- Example Permits.
- Documentation for Existing Database.
- Screen Shots from Existing System.
- Screen Shots from Coastal Plain Aquifer Information System.
- Documentation for MDE Website.
- Existing WPS Reports.
- Existing WPS Form Letters.

## ATTACHMENT 21 – SERVICE LEVEL DEFINITIONS

Service Criticality and Priority levels shall be determined by the Agency Project Manager using the definitions contained in the following table.

Level	Category	Respond Time	Resolution Time	Business and Financial Exposure	Work Outage	Clients Affected	Workaround
5	Critical	1 Hours or less	Within 2 hours	The issue creates a serious business or financial exposure	The issue causes the systems or clients to be unable to work, or be unable to work or perform some <i>significant</i> portion of their job, especially during election cycles	The issue affects a number of clients, high profile clients (i.e. executive management, and critical systems)	There is no <i>acceptable</i> workaround to the problem (i.e. the job cannot be performed in any other way).
4	Emergency	2 Hours or less	Within 4 hours	The issue creates a serious business risk or financial exposure	The issue causes the systems or clients to be unable to work, or be unable to work or perform some <i>significant</i> portion of their job, especially during election cycles	The issue affects a number of clients, high profile clients (i.e. executive management, and critical systems)	There is no <i>acceptable</i> workaround to the problem (i.e. the job cannot be performed in any other way).
3	Urgent	8 Hours or less	By next business day (within 24 hours)	The issue creates a serious business risk or financial exposure	The issue causes the systems or clients to be unable to work, or be unable to work or perform some portion of their job, especially during election cycles	The issue affects a number of clients, high profile clients (i.e., executive management, and critical systems)	There may or may not be an acceptable workaround to the issue, however, system, service or component degradation continues to exist.
2	Routine	7 Days or less	Within 1 week	The issue creates a low business risk or financial exposure	The issue causes the client to be unable to perform some small portion of their job, but there are still able to complete most other tasks. This may also include questions and requests for information.	The issue affects a number of clients	There is likely an acceptable workaround to the problem. The system, service or component is experiencing minor performance degradation.
1	Low	30 Days or less	As agreed by Project Manager	The issue creates a very low business risk or financial exposure	The issue is typically a request for service with ample lead time. This may also include questions and requests for information.	The issue affects a number of clients or individuals	There is an acceptable workaround to the problem.

**Failure to meet any of the SLAs in this table will result in the Contractor forfeiting all or a portion of the monthly support and maintenance fees that the Agency Project Manager determines is equal to the lack of service experienced.**

## ATTACHMENT 22 – SERVICE LEVEL REQUIREMENTS

The Contractor shall meet the system response time and resolution requirements. Response time and resolution shall be measured during core business hours, which are 9 a.m. to 5p.m., Eastern Standard Time, Monday through Friday, except for State-observed holidays and Service Reduction Days. Time shall be measured at Agency discretion. The Contractor shall provide a monthly report to monitor and detail response times and resolution times. The web solution response times shall be measured 24-hours-a-day, seven-days-a-week, except for Agency-approved time for system maintenance. For system response time performance measures, Contractor control shall be defined as any Subcontractor/Contractor service or point up to and including the AGENCY side of the router. The Contractor shall ensure system response times meet the minimum standards listed below.

Metric Number	Service Level Metric	Withholding
1	The WSIPS system and database shall be available and accessible to multiple users 24-hours-a-day, seven-days-a-week, except for Agency approved time for system maintenance. Agency shall be notified immediately of any unscheduled down time. Any unscheduled down time shall also be documented and explained as described in the Root Cause Analysis process.	Up to 50% of monthly invoice based on the length and impact of the outage.
2	The system shall be within four (4) seconds for 95% of response time. Response Time is the time elapsed after the search command is entered until the list of matching records loads to completion on the monitor.	Up to 10% of the monthly invoice for each day of non-compliance.
2	The Web System Response Time shall be within four (4) seconds for 99% of the time. Web Portal Response Time is the elapsed time from the command to view a response until the response appears or loads to completion on the monitor.	Up to 10% of the monthly invoice for each business day of non-compliance.
3	The Contractor shall perform an Annual Disaster Recovery simulation per AGENCY requirements, as well as a review of the DR back-up site, procedures for all off-site storage, and validation of security procedures. A report of DR simulation and the back-up site review shall be submitted within 15 calendar days of the review. The DR simulation and back-up site review and report submission shall be concluded by June 30 of each year to coincide with State fiscal year end. AGENCY shall be able to inspect and audit the DR process at any time. AGENCY also reserves the right to inspect the DR back-up site and procedures at any time with 24-hour notification. Any failures reported during an AGENCY audit shall be corrected based on AGENCY approval and at a timeframe defined by AGENCY.	Up to 10% of the monthly invoice for each business day of non-compliance (10% for each day the report is late).

# ATTACHMENT 23 – SAMPLE FORM LETTERS AND REPORTS

## Simple Form Letter

```
||sect.chief;sect="M1"||  
||sect.title1;sect="WA"||  
||sect.title1;sect="M2"||  
||sect.title4;sect="M2"||
```

### PUBLIC NOTICE BILLING APPROVAL FORM

I agree to pay all expenses associated with the publishing of a public notice for the Water Appropriation and Use Permit Application #||flags.jpapid|| for ||wan\_fulname.fullname\_letter||. I understand that I will be billed at the time the notice is published.

Applicant/Agent Signature

Applicant/Agent's Name (Please Print)

Billing Address:

---

---

---

Applicant's phone number

(required by newspaper)

Complex Form Letter

packet c

||today:nice||

||wan\_fulname.fullname\_letter||

56?~

57?~

58?~

59?~

60?~

RE: Application ||flags.jpapid||  
Assigned ||sect.login;sect="M1"|| Geologist:  
||projmgr.letter;code=prmgrs.pm.ended is null\*||

Dear Applicant:

Your request for a Permit To Appropriate And Use Waters Of The State has been received. A file number and geologist have been assigned as indicated above. Please refer to this number in any correspondence.

IT WILL BE NECESSARY FOR THE APPLICANT TO DEMONSTRATE TO THE ||sect.title1;sect="WS"|| THAT ISSUING THE PERMIT WILL NOT JEOPARDIZE THE STATE'S NATURAL RESOURCES; THAT THE PROPOSED APPROPRIATION PROVIDES THE GREATEST FEASIBLE UTILIZATION OF THE WATER; THAT THE PUBLIC SAFETY IS PRESERVED AND THAT SUCH USE PROMOTES THE GENERAL PUBLIC WELFARE. THE PROPOSED APPROPRIATION MUST NOT BE INADEQUATE, WASTEFUL, DANGEROUS, IMPRACTICABLE, OR DETRIMENTAL TO THE BEST PUBLIC INTEREST. THIS PROPOSED APPROPRIATION MUST BE FEASIBLE IN EVERY RESPECT. THE QUANTITY OF WATER REQUESTED MUST BE REASONABLE, COMMENSURATE WITH THE PROPOSED USE, AND THE PROPOSED APPROPRIATION MUST NOT HAVE AN UNREASONABLE IMPACT UPON THE WATER RESOURCE OR OTHER USERS OF THAT RESOURCE. The Water Supply Program shall review all information required to be submitted for this permit application. If additional information is required to complete the application, you will be contacted by the Water Supply Program. Once the application is determined to be complete, an advertising notice will be required and you will be billed for those costs. IF A PUBLIC INFORMATIONAL HEARING IS REQUESTED, ADVOCACY AND DEFENSE OF THE PROPOSED APPROPRIATION AT THE HEARING SHALL BE THE SOLE RESPONSIBILITY OF THE APPLICANT.



|| flags.jpapid ||  
|| today:nice ||  
Page 2

Enclosed is a Certification of Notification form, a suggested form letter for notifying contiguous property owners and others, a Processing Procedure & Flow Diagram sheet, a Plumbing Fixtures Compliance Form, a Geophysical Log heading sheet, an acknowledgement form concerning cultural and biological resources, a Public Notice Billing Approval Form, and a 4-page Aquifer Test Procedure. These documents contain information important to the processing of the above referenced application. Please read them and follow applicable instructions.

The enclosed Processing Procedure and Flow Diagram Sheet outlines the salient procedures for processing this application and indicates some of your rights and responsibilities. In particular, please note the requirements for notification of contiguous property owners and local officials of the application. Local officials who shall be notified by certified mail are the County Executive and/or the presiding officer of the County Commission/Council, and if the proposed appropriation will affect a town or municipality, similar town or municipal officials. Contiguous property owners may be notified in person or by certified mail of this appropriation.

Enclosed is a copy of a portion(s) of  
|| loc.county.signf="1" || County Tax Map Number(s).  
|| loc.book.signf="1" ||. Those parcels upon which this proposed appropriation is to be made have been highlighted yellow. A pink halo has been put around those parcels. Owners of property touched by the pink halo should be considered contiguous property owners and shall be notified of this proposed project. If there is a discrepancy between the property shown on this map and the property actually owned or to be developed, then only those owners of property contiguous to the property owned or to be developed need be notified.

After your application is complete, a public notice will be published in a local newspaper. This advertisement is necessary to fulfill legal public notice requirements. The  
|| sect.title1;sect="WA" || will advertise the project for you. However as the applicant for the project you are responsible for paying the publishing costs. In order to advertise the project, we must have your approval prior to publishing. Please complete and sign the enclosed Public Notice Billing Approval Form and return it to the || sect.title1;sect="WA" ||.

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||today:nice||  
Page 3

It will be necessary to drill a test well and to perform an aquifer test. The location of the test well and any observation wells shall be approved in writing by me or the designated ||sect.login;sect="M1"|| geologist. If the test well may later be used as a water supply well, the applicant must contact Norman Lazarus of the Source Protection and Appropriation Division at (410) 537-4167, for approval of the proposed well location. The applicant should have a competent hydrogeologist or engineer supervise the drilling and testing of this well; analyze all data collected during the test; calculate the aquifer characteristics from test data; make time-distance-drawdown projections; make a water balance analysis; address the issues in the bold type portion of the second paragraph of this letter; address the reasonableness of the proposed use; address the reasonableness of the impact upon the water resource and upon existing uses; and address other issues which might be discussed at a public informational hearing. Discussion of these items should be submitted to ||sect.login;sect="M1"|| in report form.

A suite of geophysical logs shall be run on the uncased borehole of the test well. The suite of geophysical logs shall consist minimally of a spontaneous potential log, a single point resistivity log, and a gamma ray log. Each geophysical log shall be at a scale of one inch on the graph paper equal to twenty feet of borehole and have a heading sheet similar to the enclosed Geophysical Log heading sheet. All blanks on the heading sheet shall be filled in with the applicable information or N/A. The geophysical logs and the drillers log shall be used by the driller and the applicants hydrogeologist or engineer in selecting the interval in the well to be screened. The interval to be screened shall be approved in writing by me or the designated ||sect.login;sect="M1"|| geologist. The test well shall not be screened above \_\_\_\_\_ feet below mean sea level. Legible copies of the geophysical logs, the drillers log, and the Well Completion Report shall be submitted to the Administration as part of the application.

An aquifer test shall be performed on the test well after the completion of all well construction operations and after the well has been properly developed. Procedures to be used in the test are outlined in the 4-page Aquifer Test Procedure. The pumping portion of the test shall be \_\_\_\_\_ hours in duration, followed immediately by a 12-hour recovery period. The pumping rate shall be sufficient to stress the aquifer. The test pumping rate shall be approved in writing by me or the designated ||sect.login;sect="M1"|| geologist. Deviations from the outlined test procedures shall be approved in advance by the assigned ||sect.login;sect="M1"|| geologist.

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Page 4

At this time neither a test well nor aquifer test will be required. However, if during the course of the application evaluation it becomes necessary to determine site specific aquifer characteristics, the ||sect.title1;sect="WA"|| may require the construction of a test well and performance of an aquifer test.

The applicant shall be responsible for the impact of silt, sediment, or pollution problems which may result from the performance of the required aquifer test, either by the pumping of turbid and/or poor quality water, or by sediment and/or erosion problems in receiving streams or water courses. The applicant shall be responsible for obtaining any permits necessary for such mitigation. Other groups within ||sect.login;sect="M1"|| which should be contacted to assist you in these matters are:

1. ||sect.office;sect="NP" || ||sect.login;sect="NP" ||  
||sect.title1;sect="M2" ||  
||sect.title4;sect="M2" ||  
||sect.title3;sect="NP" ||
2. ||sect.title1;sect="T " ||  
||sect.title1;sect="M2" ||  
||sect.title4;sect="M2" ||  
||sect.title3;sect="T " ||
3. ||sect.title1;sect="N " ||  
||sect.title1;sect="M2" ||  
||sect.title4;sect="M2" ||  
||sect.title3;sect="N " ||

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Page 5

The county government and respective soil conservation district where the test is to be located should also be contacted specifically about possible sediment and erosion problems since many counties have some jurisdiction in these matters.

The applicant shall submit the acknowledgement form concerning the existence of known archeological artifacts, historical sites, threatened or endangered species, or species in need of conservation located within the property to be permitted.

The applicant shall complete the Plumbing Fixtures Compliance Form included as part of this packet and return it to the Administration.

All forms, statements, and other information required to be submitted as part of this package are to be returned to the Administration at the following address:

	sect.title1;sect="M1"	
	sect.title1;sect="WA"	
	sect.title1;sect="M2"	
	sect.title4;sect="M2"	

If you should have any questions on this matter, please contact me or ||projmgr.letter;code=prmgrs.pm.ended is null|| at 410-537-3590.

Sincerely,

||sect.title2;sect="WA"||  
||sect.title1;sect="WA"||

Enclosures

cc: 144?~  
145?~  
146?~  
147?~  
148?~  
149?~  
150?~  
151?~  
152?~

Simple Report

Sample Report 2

Wed Dec 1 2010  
15:15:53

wa\_per\_r26.4g1

MARYLAND DEPARTMENT OF THE ENVIRONMENT - WATER MANAGEMENT ADMINISTRATION  
WATER RIGHTS DIVISION  
APPLICATIONS NOT ASSIGNED

Page 1

APPLICATION NUMBER	ACTID	APPLICANT'S NAME OR COMPANY	LARGE STATUS	APP USER	DATE CODE	ADV TYPE	DAYS RCVD	REMARKS
CA1932G001	f00	1978-80112 NAVAL SURFACE WEAPONS CENTER					F	FILE ONLY, NO PERMIT--PERMIT ISSUED TO THIS SITE C
CA1932G002	f00	1978-80113 NAVAL RESEARCH LAB, CHESAPEAKE BEACH					F	FILE ONLY, PERMIT FOR SITE UNDER CA94G004

TOTAL PENDING APPLICATIONS LISTED: 0  
TOTAL FILE ONLY RECORDS LISTED : 2  
TOTAL APPLICATIONS LISTED : 2  
TOTAL LARGE LISTED : 0  
TOTAL SMALL LISTED : 0  
TOTAL UNDETERMINED LISTED : 2

\*\*\*\*\* END OF REPORT \*\*\*\*\*

# Complex Report

Wed Dec 1 2010  
15:13:42

MARYLAND DEPARTMENT OF THE ENVIRONMENT - WATER MANAGEMENT ADMINISTRATION  
WATER RIGHTS DIVISION  
APPLICATIONS PENDING REPORT  
USER TYPE SELECTED: LARGE & SMALL USERS

Page 1

wa\_def\_r23.4gl

APPLICATION NUMBER	ACTID	APPLICANT'S NAME OR COMPANY	STAFF INIT	STATUS CODE	LARGE USER	APP TYPE	DATE RCVD	ADV	DAYS	REMARKS
***** Anne Arundel *****										
AA1966G048	/06	1966-80675 1691 LIMITED PARTNERSHIP	JZ	P	Y	R	03/01/2010	N	375	CROFTON COUNTRY CLUB
AA1969G019	/06	1969-80518 ANNE ARUNDEL COUNTY DEPARTMENT OF PUBLIC	CEL	P	Y	C	07/06/2005	Y	1974	DORSEY ROAD WATER TREATMENT PLANT (PATUXENT WELL
AA1978G016	/04	1978-80879 1691 LIMITED PARTNERSHIP	JZ	P	Y	R	03/01/2010	N	275	CROFTON COUNTRY CLUB-IRRIGATION
AA1982G036	/07	1982-80671 ANNE ARUNDEL COUNTY DEPARTMENT OF PUBLIC	CEL	P	Y	C	09/13/2005	Y	1905	ARNOLD TREATMENT PLANT - UPPER PATAPSCO AQUIFER
AA1986G070	/05	1986-81822 ANNE ARUNDEL COUNTY, DFW	CEL	P	Y	C	10/12/2010	Y	50	BROAD CREEK WTP- LOWER PATAPSCO WELLS
AA1986G170	/01	1986-81823 ANNE ARUNDEL CO. DFW	CEL	P	Y	N	10/12/2010	Y	50	ANNE ARUNDEL CO. DFW-WATER OPERATIONS BROAD NECK
AA1987G069	/03	1987-82082 ANNE ARUNDEL COUNTY DEPARTMENT OF PUBLIC	CEL	P	Y	C	09/13/2005	Y	1905	ARNOLD TREATMENT PLANT - LOWER PATAPSCO AQUIFER
AA1992G016	/03	1992-82734 ANNE ARUNDEL COUNTY DEPARTMENT OF RECREA	CEL	P	N	C	10/12/2010	N	50	LAKE SHORE ATHLETIC COMPLEX
AA1996G025	/03	1996-80947 CHANEY ENTERPRISES LIMITED PARTNERSHIP	MTF	P	Y	C	03/18/2010	Y	258	RIDDLE MINE - SAND & GRAVEL WASH PLANT INCREASE
AA2004G010	/01	2004-80480 NATIONAL WASTE MANAGERS, INC.	CEL	P	Y	N	07/01/2009	Y	518	CHESAPEAKE TERRACE RUBBLE LANDFILL
AA2004G010	/01	2004-80101 NATIONAL WASTE MANAGERS, INC.	CEL	P	Y	N	04/01/2004	Y	2435	CHESAPEAKE TERRACE RUBBLE LANDFILL
AA2005G020	/01	2005-80317 ANNE ARUNDEL COUNTY DEPARTMENT OF PUBLIC	CEL	P	Y	N	09/13/2005	Y	1905	ARNOLD TREATMENT PLANT - PATUXENT WELLS
AA2009G006	/02	2009-80171 ANNE ARUNDEL CO. DEPT. OF PUBLIC WORKS	CEL	P	N	R	10/29/2010	N	33	BROADNECK WATER RECLAMATION FACILITY - CONSTRUCT
AA2009G010	/04	2009-80172 HORSESHOE POINT, LLC	CEL	P	N	R	11/18/2010	N	13	CONSTRUCTION Dewatering
AA2010G003	/01	2010-80049 PLEASURE COVE MARINA, LLC	JZ	P	N	N	06/11/2010	N	173	PLEASURE COVE MARINA, LLC
AA2010G005	/01	2010-80087 ANNE ARUNDEL CO. DFW	JZ	P	Y	N	09/29/2010	N	63	ANNE ARUNDEL CO. DFW PATUXENT WATER RECLAMATION
AA2010G006	/01	2010-80093 ANNE ARUNDEL CO. DFW	CEL	P	Y	N	10/12/2010	N	50	ANNE ARUNDEL CO. DFW-WATER OPERATIONS BROAD NECK
***** Allegany *****										
AL1956S006	/08	1956-80204 LUKE PAPER COMPANY	JZ	P	Y	R	06/18/2010	N	166	LUKE PAPER RIVER INTAKE
AL1991S011	/03	1991-82712 RAVEN, JAMES, M.	JA	P	Y	R	01/26/2010	N	309	FARM IRRIGATION AT BIG BOTTOM FARM
AL1992S001	/04	1992-82736 ALLEGANY AGGREGATES, INC.	JA	P	Y	C	10/27/2010	N	35	ALLEGANY AGGREGATES, INC. - WASH STONE- FROM I-6
AL2005G002	/01	2005-80229 TERRAPIN RUN LLC	PAH	P	Y	N	06/21/2005	Y	1989	TERRAPIN RUN 4,300 UNIT DEV.
AL2005S102	/01	2005-80475 TERRAPIN RUN LLC	PAH	P	Y	N	12/27/2005	Y	1800	TERRAPIN RUN SURFACE WATER
AL2008S001	/01	2008-80013 ALLEGANY COUNTY COMMISSIONERS	GHQ	P	Y	N	01/28/2008	Y	1038	NORTH BRANCH POTOMAC RIVER WITHDRAWAL
AL2008S003	/01	2008-80112 ALLIANT TECHSYSTEMS INC.	GHQ	P	Y	N	05/27/2008	Y	918	N. BRANCH POTOMAC RIVER WITHDRAWAL
***** Baltimore *****										
BA2005G003	/04	2006-80549 EXXON MOBIL CORPORATION	PAH	P	Y	R	06/08/2010	Y	176	EXXON JACKSONVILLE SOUTH WEST DRAINAGE (GREENE B
BA2006G103	/02	2006-80550 EXXON MOBIL CORPORATION	PAH	P	Y	R	06/08/2010	Y	176	EXXON JACKSONVILLE NORTHEAST DRAINAGE (SANDWILL B

APPLICATIONS PENDING REPORT  
 USER TYPE SELECTED: LARGE & SMALL USERS

APPLICATION NUMBER	ACTID	APPLICANT'S NAME OR COMPANY	STAFF INIT	STATUS CODE	LARGE USER	APP TYPE	DATE RCVD	ADV	DAYS	REMARKS
WI2010G007	/01	2010-80097 SIDNEY RICHARDSON	JA	P	Y	N	10/21/2010	N	41	SIDNEY RICHARDSON-TM 32-P 33/60 ACRES
WI2010G008	/01	2010-80098 SIDNEY RICHARDSON	JA	P	Y	N	10/21/2010	N	41	SIDNEY RICHARDSON-TM 32-P 93/72 ACRES
WI2010G009	/01	2010-80099 SIDNEY RICHARDSON	JA	P	Y	N	10/21/2010	N	41	SIDNEY RICHARDSON-TM 32-P 168/70 ACRES
WI2010G010	/01	2010-80100 SIDNEY RICHARDSON	JA	P	Y	N	10/21/2010	N	41	SIDNEY RICHARDSON-TM 32- P 96,98/75 ACRES
WI2010G011	/01	2010-80111 CHARLES HUDSON	JA	P	Y	N	11/05/2010	Y	26	CHARLES HUDSON-IRRIGATION
WI2010G012	/01	2010-80115 EUGENE L. LOWE, III	JA	P	Y	N	11/12/2010	N	19	EUGENE L. LOWE, III-IRRIGATION
***** Worcester *****										
WO1958S205	/01	1958-80142 OCEAN CITY GOLF CLUB, INC.	MSM	P	Y	N	01/04/2010	Y	331	OCEAN CITY GOLF CLUB - IRRIGATION PONDS
WO1983G006	/05	1983-80999 ST. MARTIN'S BY THE BAY HOA, INC.	MSM	P	Y	R	06/25/2010	N	159	ST. MARTIN'S BY THE BAY - POCOMOKE AQUIFER WELL
WO1999G008	/02	1999-80803 MARK S. DREW	MSM	P	Y	C	11/12/2010	Y	19	CORN/SOYBEANS- 56 ACRES
WO2010G002	/01	2010-80016 DALE E. STEVENS	MSM	P	Y	N	03/01/2010	Y	275	POULTRY WATERING- 8 CHICKEN HOUSES
WO2010G003	/01	2010-80029 MOHAMMAD IQBAL	MSM	P	Y	N	04/15/2010	N	229	MOHAMMAD IQBAL-POULTRY WATERING
WO2010G006	/01	2010-80078 JIMMY HOLLAND	MSM	P	Y	N	08/23/2010	Y	100	CROP IRRIGATION
WO2010G008	/01	2010-80083 BEARING CONSTRUCTION, INC.	MSM	P	Y	N	09/01/2010	N	91	BEARING CONSTRUCTION CONSTRUCTION DEMATERING-MYS
WO2010G009	/01	2010-80088 MCCABE BROTHERS, LLC	MSM	P	Y	N	09/30/2010	Y	62	MCCABE BROTHERS, LLC-IRRIGATION
WO2010G010	/01	2010-80089 MCCABE BROTHERS, LLC	MSM	P	Y	N	09/30/2010	Y	62	MCCABE BROTHERS, LLC-IRRIGATION
WO2010G011	/01	2010-80109 HARRY PEARSON	MSM	P	Y	N	11/08/2010	N	23	HARRY PEARSON-IRRIGATION
WO2010G012	/01	2010-80110 THE MAE-JACK CO., INC.	MSM	P	Y	N	11/08/2010	Y	23	MAE-JACK CO., INC.-IRRIGATION-VOLUNTARY PERMIT

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 TOTAL PENDING APPLICATIONS LISTED: 212  
 TOTAL FILE ONLY RECORDS LISTED : 1  
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 TOTAL APPLICATIONS LISTED : 213  
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 TOTAL LARGE LISTED : 184  
 TOTAL SMALL LISTED : 29  
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\*\*\*\*\* END OF REPORT \*\*\*\*\*