CONSULTING AND TECHNICAL SERVICES (CATS)

TASK ORDER REQUEST FOR PROPOSALS (TORFP)

WEBSITE REVAMP PROJECT

CATS TORFP PROJECT

P.O. # U00P9200848

VERSION 2.12

MARYLAND DEPARTMENT OF THE ENVIRONMENT

ISSUE DATE: 03/09/2009

CONTENTS

KEY INFORMATION SUMMARY SHEET

This Consulting and Technical Services (CATS) Task Order Request for Proposals (TORFP) is issued to obtain the services necessary to satisfy the requirements defined in Section 2 - Scope of Work. All CATS Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. All Master Contractors must complete and submit a Master Contractor Feedback form via the CATS website regardless of whether a TO Proposal is submitted or not. The form is accessible via, your CATS Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu. In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS RFP issued by the Maryland Department of Budget and Management (DBM), Office of Information Technology (OIT) and subsequent Master Contract Project Number 050R5800338, including any amendments. Note, as of July 1, 2008, the CATS Master Contract is administered by the Maryland Department of Information Technology (DoIT), under BPO Number 060B9800029.

TORFP Title:	Maryland Department of the Environment (MDE) Website Revamp
Functional Area:	FA2- Web and Internet Systems
TORFP Issue Date:	March 9, 2009
Closing Date and Time:	April 6, 2009 at 12:00 PM EST
TORFP Issuing Agency:	Maryland Department of the Environment (MDE) Office of Information Management and Technology (OIMT)
Send Questions and Proposals to:	Mike Gallagher mgallagher@mde.state.md.us
TO Procurement Officer:	Mike Gallagher Office Phone Number: 410-537-3081 Office FAX Number: 410-537-4443
TO Manager:	Wayne Petrush Director, Project Management Office of Information Management & Technology (OIMT) Office Phone: (410) 537-3099 Fax: (410) 537-3093 Email: wpetrush@mde.state.md.us
TO Project Number:	ADPICS Purchase Order Number **P.O. # U00P9200848**
TO Type:	Fixed Price; Time and Materials
Period of Performance:	Approximately 1 year and 6 months after NTP No renewal options Must complete no later than December 31, 2010
MBE Goal:	25% percent
Small Business Reserve (SBR):	No

Primary Place of Performance:	Maryland Department of the Environment 1800 Washington Blvd. Baltimore, MD 21230
TO Pre-proposal Conference:	March 18, 2009 from 2:00-4:00 pm Aqua and Terra Conference Rooms Maryland Department of the Environment 1800 Washington Blvd. Baltimore, MD 21230 (See ATTACHMENT 6 – DIRECTIONS)

SECTION 1 - ADMINISTRATIVE INFORMATION

1.1   RESPONSIBILITY FOR TORFP AND TO AGREEMENT

The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement scope issues, and for authorizing any changes to the TO Agreement. See Section 2.8 for information on change orders.

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

1.2   TO AGREEMENT

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

1.3   TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the stated date and exact time. The time will be local time as determined by MDE's e-mail system time stamp. The TO Proposal is to be submitted via e-mail as two attachments in MS Word format. The "subject" line in the e-mail submission shall state the TORFP (P.O.# U00P9200848). The first file will be the TO Proposal technical response to this TORFP and titled, "CATS TORFP (P.O.# U00P9200848) Technical".   The second file will be the financial response to this CATS TORFP and titled, "CATS TORFP (P.O.# U00P9200848) Financial". The following proposal documents must be submitted with required signatures as .PDF files with signatures clearly visible:

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

1.4   ORAL PRESENTATIONS/INTERVIEWS

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

1.5   MINORITY BUSINESS ENTERPRISE (MBE)

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

1.6   CONFLICT OF INTEREST

The TO Contractor awarded the TO Agreement shall provide IT technical and/or consulting services for State agencies or component programs with those agencies, and must do so impartially and without any conflicts of interest. Each Master Contractor shall complete and include a Conflict of Interest Affidavit in the form included as Attachment 4 this TORFP with its TO Proposal. If the TO Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of COMAR 21.05.08.08A, the TO Procurement Officer may reject a Master Contractor's TO Proposal under COMAR 21.06.02.03B.

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

1.7   NON-DISCLOSURE AGREEMENT

Certain system documentation may be available for potential Offerors to review at a reading room at MDE, 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 28(C) of the CATS Master Contract, the limitation of liability per claim under this TORFP shall not exceed the total TO Agreement amount established.

1.9   ACRONYMS

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

ARMA	Air and Radiation Management Administration
ASA	Administrative Services Administration
CATS	Consulting and Technical Services
CMS	Content Management System
COTS	Commercial Off the Shelf
HP	Hewlett Packard
HTML	Hyper Text Markup Language
MDE	Maryland Department of the Environment
NTE	Not To Exceed
NTP	Notice To Proceed
OIMT	Office of Information Management & Technology
PDF	Portable Document Format
PMBOK	Project Management Body of Knowledge
PMI	Project Management Institute
PPT	Microsoft Office PowerPoint Document
QA	Quality Assurance
QC	Quality Control
RIA	Rich Internet Application
RSS	Really Simple Syndication
SAN	Storage Area Network
SANS	SANS Institute
SDLC	Systems Development Life Cycle
SFTP	Secure File Transfer Protocol
SLA	Service Level Agreement
SQL	Structured Query Language

SSA	Science Services Administration
SSL	Secure Socket Layer
TEMPO	Tools for Environmental Management and Protection Organizations
TO	Task Order
TOP	Task Order Proposal
TORFP	Task Order Request for Proposals
TRM	Technical Reference Model
UAT	User Acceptance Testing
URL	Uniform Resource Locator
WAS	Waste Management Administration
WBS	Work Breakdown Structure
WMA	Water Management Administration
WWW	World Wide Web
WYSIWYG	What You See Is What You Get
XHTML	Extensible Hypertext Markup Language
XML	Extensible Markup Language
XSL	Extensible Stylesheet Language

1.10   CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES

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

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

SECTION 2 - SCOPE OF WORK

2.1   PURPOSE AND BACKGROUND

2.1.1   PURPOSE

The Maryland Department of the Environment (MDE), Office of Information Management & Technology (OIMT) is issuing this CATS TORFP to obtain technical and design services to implement a new Commercial-off-the-shelf (COTS) Content Management System (CMS) and associated website technical infrastructure. These activities include infrastructure re-modeling, hardware and network upgrades, implementation of a new CMS, migration of web content, improving the website information architecture, updates to the "look and feel" or design of MDE external web pages, creation of a web governance policy for web content management, and production support and enhancements to the new web site.

The www.mde.state.md.us (www.mde.maryland.gov) website serves a large and diverse range of customers. A major focus of the website redesign is to enhance MDE's online services and make information easier to access and more readily accessible to website users. The new CMS should enable MDE staff to easily update website content. As part of the website redesign and technology upgrades, MDE intends to bring it's website technology up to current industry standards. As part of the technology upgrade, MDE staff resource time and operating costs associated with maintaining the MDE website should be reduced.

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

1. Transparency of Government: Provide as much information to the public as possible and make the information easy to access.

2. Enhancement of web services: Improve and enhance web services to MDE customers through interactive web systems.

3. Increase Operational Efficiencies: Improve business processes, efficiencies, and customer service through the effective use of web systems and a streamlined CMS.

4. Sustainability: Making the website a self-sustaining tool that is fully integrated within MDE. Move away from a standalone website that is not integrated with other MDE systems.

5. Continued Adoption of 'Environmental Friendly' Information Technology Policies: Implement technology solutions that reduce energy consumption, reduce paper consumption, and reduce physical travel requirements.

2.1.2   REQUESTING AGENCY BACKGROUND

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

The Department's four principal environmental Administrations are the Air and Radiation Management Administration (ARMA); the Waste Management Administration (WAS); the Water Management Administration (WMA); and the Science Services Administration (SSA). A fifth Administration, the Administrative Services Administration (ASA), is responsible for managing personnel, fiscal and procurement activities. The agency operates a Baltimore-based headquarters with regional facilities located in Annapolis, Frostburg, Centerville, Cambridge, Salisbury, and Hagerstown. MDE presently employs a staff of over 1000, which is predominantly comprised of engineers and scientists. Approximately 850 employees are located at the headquarters location.

2.1.3 PROJECT BACKGROUND

The existing legacy website CMS is no longer supported by its vendor and lacks features and functionality necessary to enable MDE Staff to easily manage and maintain website content. The current website has approximately 2,500 pages and more than 10,000 image and document files. The website includes 20 database driven web applications of varying complexity. The current website is supported by 2 webmasters, 5 web content coordinators, and 53 CMS editors. The existing process for content management requires the involvement of the two MDE webmasters to update website content, review content and publish content to the live website. MDE Staff who originate web content do not have a 'simple' and 'easy' mechanism to update website content. The current website CMS and website platform do not provide automated mechanisms for the updating of website database content. Data updates are currently processed through manual ftp uploading or manual data import processes. MDE intends to improve operational website management efficiencies through the implementation of the TO Contractor proposed COTS CMS. MDE performed an evaluation of their current website and web systems. The evaluation documentation is available to TO Contractors in the MDE reading room (Documents available are MDE Website Revamp Discovery and Analysis Document, MDE Website Concept Plan, and MDE Website Action Plan).

2.1.4 CURRENT OPERATING ENVIRONMENT

MDE currently uses Novell and Groupwise as their network operating system and mail system and has no immediate plans to migrate to Microsoft products such as Microsoft Advanced Server and Microsoft Exchange Server. The Fortis document management system is currently in use and projects to expand the use of this system are underway within MDE. Oracle and Microsoft SQL Server databases are currently in use and can be readily supported. Existing MDE web applications are written in Microsoft ASP. Web development tools currently used are Ektron eWebEditPro, Adobe Dreamweaver and Microsoft Visual Studio. Where possible, MDE upgrades software to the most current stable and supported product release. Where possible, MDE does not support proprietary systems and prefers scalable (ability of system to handle growing amounts of work in a graceful manner, or to be readily enlarged through the addition of servers/blades/processors/memory/disks to meet future system processing and utilization demands) and open architecture (application data is readily and inherently accessible in standard formats like XML and available to other data systems through web services) systems that enable interoperability and data exchange with existing MDE systems. MDE OIMT prefers the use of COTS CMS products that conform to the Content Management Interoperability Specification (CMIS). MDE OIMT will support COTS and Open Source software products provided that the products are proven and supported industry technologies.

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

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

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

2.1.5 PROJECT APPROACH

The TO Contractor shall implement a new COTS CMS and associated hardware and software that utilizes industry standard technologies and practices to enable MDE staff to develop, implement, and maintain website content and applications.

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

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

1. Define the new website information architecture and website navigation.

2. Design and program new website interface design template files that will be integrated into the proposed COTS CMS.

3. Configure, install and deploy the proposed COTS CMS and Website.

4. Cleanup and migrate the existing website content assets (files, images, media, and data) to the new COTS CMS.

5. Develop a web governance policy and website management and operations standard operating procedures based on MDE requirements to facilitate the efficient and effective use of the website.

6. Support and enhance the website as requested by MDE.

2.2 STATEMENT OF WORK

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

2.2.1 Task 1 - Project Initiation

2.2.1.1 Performance Objective

The TO Contractor shall provide the necessary staff resources to participate in the project initiation kick off meeting, and to develop the TO Contractor's Project Management Plan and Project Schedule. The MDE Master PMP and Schedule will incorporate elements of the TO Contractor's PMP and Project Schedule. The TO Contractor PMP shall include, at a minimum, project scope definition, quality management plan, communications management plan, risk management plan, project schedule, resource schedule and WBS.

2.2.1.2 Set of Measurable Benefits/Improvements Outcomes

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

2.2.1.3 Technical Requirements

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

2.2.1.3.1 TO Contractor shall utilize the high level requirements identified in Tasks 2, 3, and 4 to develop a detailed TO Contractor Project Management Plan for implementation of the solution including MDE personnel resource time requirements.

2.2.1.3.2 TO Contractor shall utilize the high level requirements identified in Tasks 2, 3, and 4 to develop a Project Schedule using Microsoft Project. The TO Contractor's project schedule shall be merged with the MDE Master Project Schedule and shall be used by both the TO Contractor and the MDE PM to monitor and track progress and take corrective actions where needed.

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

2.2.2 Task 2 - Web and Information Architecture Design

2.2.2.1 Performance Objective

The TO Contractor shall provide Web and Information Architecture Design services to MDE that will be used as the basis for the new MDE website and implementation of the new COTS CMS. MDE has developed Web and Information Architecture Design Draft Models for this work effort. The TO Contractor shall alter, revise and update these draft models as required to perform this task. This information will be made available in the MDE Reading Room as part of the MDE Website Concept Plan.

2.2.2.2 Set of Measurable Benefits/Improvements Outcomes

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

- Improving website user's access to MDE information on the website through the implementation of the new website information architecture;
- Improving accuracy of website search results;
- Branding the website with State Web Branding Standards;

- Decreasing the number of website clicks required to access information; and
- Training of up to 5 MDE Webmasters in updating website templates.

2.2.2.3 Technical Requirements

The TO Contractor shall perform the following tasks:

2.2.2.3.1 Develop a new website navigation strategy plan that optimizes user movement and navigation in the new MDE website.

2.2.2.3.2 Develop new website Information Architecture document that includes a detailed website map and wireframe diagram of all website pages. Website content pages can reference the same wireframe diagram to minimize and/or eliminate any duplication of work effort.

2.2.2.3.3 Design and program new MDE website page design template files in accordance with the Statewide Branding Templates and the State Branding Standards (Statewide Branding Standards).

2.2.2.3.4 Develop a website content cross-walk that maps the 'as is' website content on the current MDE website to the 'to be' MDE website content.

2.2.2.3.5 Develop a training plan utilizing MDE requirements for maintenance and management of webpage design templates and associated content assets to include but not limited to images, media, files, and documents by MDE Webmasters.

2.2.2.3.6 Implement the training plan and perform hands-on group training sessions for up to 5 MDE Webmasters at MDE Baltimore Headquarters Office.

2.2.3 Task 3 – Content Management System Implementation

2.2.3.1 Performance Objective

The TO Contractor shall provide the necessary labor, hardware, software, licenses, software maintenance and hardware maintenance necessary to implement the proposed COTS CMS for MDE in accordance with MDE required SLAs described in Section 2.1.4. The COTS CMS shall initially support 60 content contributors and 5 content administrators and shall be deployed in Development, Testing, Staging and Production Server Environments. The COTS CMS shall support content review and approval policies and processes as required by MDE. TO Contractor shall identify the MDE labor categories and hours required to support this task. TO Contractor shall transfer legal ownership of licenses, devices and maintenance/support contracts to MDE.

2.2.3.2 Set of Measurable Benefits/Improvements Outcomes

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

- Facilitating the website user's access to MDE information on the website through the implementation of the new website taxonomy, website navigation, website architecture, and website branding;
- Improving accuracy of MDE website search results;
- Improving overall reliability and performance of the website;
- Maximizing the number of MDE web content contributors;
- Decreasing the time required to train MDE web content contributors to use the CMS to under 2 hours (on average);
- Decreasing the overall process time and staff resources required to update website content;
- Upgrading and replacing of the MDE website infrastructure; and
- Decreasing the number of website clicks required to access web pages.

2.2.3.3   Technical Requirements

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

2.2.3.4   Propose a COTS CMS solution, implementation schedule, and description of and reasons for the proposed solution. Develop an Implementation Plan, to include:

    2.2.3.4.1   COTS CMS Hardware/Software Configuration Plan.

    2.2.3.4.2   COTS CMS Migration Plan.

    2.2.3.4.3   COTS CMS Web Content Cleanup Plan.

    2.2.3.4.4   COTS CMS Performance and Acceptance Plan.

    2.2.3.4.5   COTS CMS Administrator and User Training Plans.

    2.2.3.4.6   COTS CMS Gap Analysis and TO Contractor statement granting State ownership of any code that requires customization.

2.2.3.5   Provide the proposed COTS CMS System Installation, Configuration, Specification, Operations, and Maintenance Documentation for MDE OIMT Staff. These documents will be provided in Microsoft Word and will provide OIMT Staff, at a minimum, with the procedures and system information required to install and configure the COTS CMS system, perform routine operations and maintenance on the system, and reference configuration settings and system specifications. If specific documentation is available online by the COTS CMS software or hardware vendor, links to this information will be provided by the TO Contractor to MDE. The TO Contractor shall document all local system configuration settings and maintain the accuracy of this information until the end of the 90 day production warranty period (Section 2.2.3.10).

2.2.3.6   Specify and purchase the MDE approved COTS CMS Hardware, Software, Licenses, Hardware Maintenance, and Software Maintenance as proposed in Section 2.2.3.4. The MDE reserves the right to procure these items through other procurement vehicles.

2.2.3.7   Implement the COTS CMS Solution in accordance with the CMS Implementation Plan to include installation, configuration, testing, data/content cleanup and migration, and performance tuning of the systems to include, but not limited to the COTS CMS, database, web server, operating systems, server hardware and network devices provided by the TO Contractor in a production environment at MDE. Data and web content cleanup and migration will be limited to data that is stored on the production MDE web and database servers. MDE OIMT Staff will be available over a two week period to confirm TO Contractor test results and system functionality as well as provide coordination and support the TO Contractor when the new COTS CMS system is moved into the MDE production environment.

2.2.3.8   Perform website and COTS CMS performance and acceptance validation testing and reporting using TO Contractor developed performance and acceptance criteria based on MDE requirements. All performance and acceptance validation testing criteria shall be reviewed and approved by MDE TO Manager prior to testing by TO Contractor.

2.2.3.9   Conduct training sessions for up to 60 MDE designated COTS CMS users and administrators on the use and administration of the COTS CMS in accordance with TO Contractor developed Training Plans to include submission of COTS CMS training materials. Training will be performed at the MDE training room in the Baltimore, MD Headquarters office. The MDE training room can accommodate a maximum of 15 trainees per training session. Training materials can be provided as Online Help Documents, Video/Multimedia tutorials, or other electronic document formats such as Word or PDF.

2.2.3.10   TO Contractor shall provide a 90 day warranty period for the COTS CMS system once the system is fully deployed and operation in the MDE production environment.

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

Hotline Notification and Response - The TO Contractor shall provide a hotline number for MDE to use to report Defects. If MDE believes that released production website or CMS system contains a Category 1, Category 2, or Category 3 Defect, a Defect Claim Form shall be submitted by the MDE Project Manager, or designee, to the TO Contractor (suggested content for the Defect Claim Form is described below) in accordance with the Defect Reporting Process identified below. The hours of hotline operation will be:

State Business Days: 6 AM – 9 PM

Non State Business Days: 6 AM – 6 PM

Defect Claim Form must include:

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

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

a)   Unique identifier

b)   Description

c)   Cause

d)   Status of defect

e)   Date open, closed

f)   Expected completion

g)   Final/suspected resolution

h)   Follow-up

i)   Defect Resolution

Defect Reporting Process - At a minimum, the Defect Claim Form shall contain a complete description of the alleged Defect, including instructions on the data or scenario(s) necessary to reproduce the reported Defect. Upon

receipt of the Defect Claim Form, the TO Contractor shall attempt to recreate the reported Defect within MDE's operating environment using the software version(s), data, and instructions submitted on the claim form to establish/validate the categorization of the reported defect. If the TO Contractor is unable to reproduce the Defect, the TO Contractor will directly contact the MDE Project Manager for further information and clarification.

2.2.4   Task 4 – Web Governance Policy Development

2.2.4.1   Performance Objective

The TO Contractor shall develop a Web Governance Policy and Standard Operating Procedures for MDE based on MDE requirements derived from outcomes of interviews with MDE Staff in accordance with industry best practices. The Web Governance Policy will provide the structure of people, positions, authorities, roles, responsibilities, relationships, and rules involved in managing MDE's website. The governance structure should define, but is not limited to, who can make what decisions, who is accountable for which efforts, and how each of MDE's web coordinators and content contributors must work together to operate a website and web management process effectively.

2.2.4.2   Set of Measurable Benefits/Improvements Outcomes

This Task provides MDE with documented standard operating procedures required to manage the proposed website infrastructure. The formal and documented web governance policy will provide the structured framework to efficiently and effectively manage and control ongoing website work activities.

2.2.4.3   Technical Requirements

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

2.2.4.3.1   Conduct interview sessions with MDE Executives and Staff to assess the best fit web governance structure and model for MDE. Interview sessions shall not exceed 10 two hour group sessions with no more than 15 MDE staff per session. Outcomes of the interview sessions shall be documented and submitted to the MDE Project Manager in Microsoft Word.

2.2.4.3.2   Develop and Document a Web Governance Policy utilizing outcomes and inputs from the interview sessions conducted under Section 2.2.4.3.1.

2.2.4.3.3   Develop Web Systems Standard Operating Procedures to include:

a)   Maintaining the website infrastructure (network, hardware, and software).

b)   Managing website content and code.

c)   Defining the appropriate use of the website.

d)   Change Control Procedures.

e)   Performing routine website performance analysis reporting (web statistics, dead-links, orphan web assets, keyword searches, error logs).

2.2.5   Task 5 - Optional Services: Web Maintenance and Enhancements

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

2.2.5.1 Optional services, now Departmental Responsibilities, may include:

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

2.2.5.2 <u>Labor Categories and Qualifications</u>. The following section describes the task duties to be provided for the Optional Services:

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

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

2.2.5.2.2 **Task Category #2: Website Maintenance Support Tasks**

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

2.2.5.2.3 **Task Category #3: Web System Support Tasks**

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

2.2.5.3 Personnel

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

2.2.5.4 Weekly Status Report

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

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

2.3 DELIVERABLES

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

Drafts of all final deliverables are required no later than two weeks in advance of when all final deliverables are due. Written deliverables defined as draft documents must demonstrate due diligence in meeting the scope and

requirements of the associated final written deliverable. A draft written deliverable may contain limited structural errors such as poor grammar, misspellings or incorrect punctuation, but must:

A) Be presented in a format appropriate for the subject matter and depth of discussion.

B) Be organized in a manner that presents a logical flow of the deliverable's content.

C) Represent factual information reasonably expected to have been known at the time of submittal.

D) Present information that is relevant to the Section of the deliverable being discussed.

E) Represent a significant level of completeness towards the associated final written deliverable that supports a concise final deliverable acceptance process.

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

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

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

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

2.3.1 Milestone 1: Task 1 Task Initiation (Section 2.2.1)

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

Deliverable(s) = Project Management Plan (Microsoft Word), Presentation of Project Management Plan to TO Manager. The Agency Receipt of Deliverable Form Attachment 8, shall be submitted as specified in TORFP Section 2.3.6 for this deliverable. Only one (1) Agency Acceptance of Deliverable Form Attachment 9 will be signed by the TO Manager.

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

Deliverable(s) = Project Schedule (Microsoft Project), Presentation of Project Schedule to the TO Manager. The Agency Receipt of Deliverable Form Attachment 8, shall be submitted as specified in TORFP Section 2.3.6 for this deliverable. Only one (1) Agency Acceptance of Deliverable Form Attachment 9 will be signed by the TO Manager.

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

Deliverable(s) = Participate in Project Kick-off Meeting and submission of the Kick-off meeting minutes in Microsoft Word. The Agency Receipt of Deliverable Form Attachment 8, shall be submitted as specified in TORFP Section 2.3.6 for this deliverable. Only one (1) Agency Acceptance of Deliverable Form Attachment 9 will be signed by the TO Manager.

2.3.2 Milestone 2: Task 2 Web & Information Architecture Design (Section 2.2.2)

a) **Deliverable 2-1: New Website Navigation Strategy Plan** - The TO Contractor shall develop a New Website Navigation Strategy Plan as specified in TORFP Section 2.2.2 using a TO Contractor proposed format that has been reviewed and approved by the TO Manager.

Deliverable(s) = New Website Navigation Strategy Plan (Microsoft Word), Presentation of deliverable to the TO Manager. The Agency Receipt of Deliverable Form Attachment 8, shall be submitted as specified in TORFP Section 2.3.6 for this deliverable. Only one (1) Agency Acceptance of Deliverable Form Attachment 9 will be signed by the TO Manager.

b) **Deliverable 2-2: New Website Information Architecture Document** - The TO Contractor shall develop a New Website Information Architecture as specified in TORFP Section 2.2.2 using a TO Contractor proposed format that has been reviewed and approved by the TO Manager.

Deliverable(s) = New Website Information Architecture Document (Microsoft Word), Presentation of deliverable to the TO Manager. The Agency Receipt of Deliverable Form Attachment 8, shall be submitted as specified in TORFP Section 2.3.6 for this deliverable. Only one (1) Agency Acceptance of Deliverable Form Attachment 9 will be signed by the TO Manager.

c) **Deliverable 2-3: Website Page Design Templates** - The TO Contractor shall design and create website page templates as specified in TORFP Section 2.2.2 using a TO Contractor proposed format that has been reviewed and approved by the TO Manager that adheres to the State Information Technology Web Site Branding Standards (doit.maryland.gov/webcom), the State of Maryland ADA Policies and Standards (doit.maryland.gov (search: nva), and industry best practices.

Deliverable(s) = New Website Page Design Templates (XHTML, HTML or other approved format by the TO Manager) all relevant source files and presentation of the deliverable to the TO Manager and MDE Webmasters. The Agency Receipt of Deliverable Form Attachment 8, shall be submitted as specified in TORFP Section 2.3.6 for this deliverable. Only one (1) Agency Acceptance of Deliverable Form Attachment 9 will be signed by the TO Manager.

d) **Deliverable 2-4: Web Content Cross-Walk Document** - The TO Contractor shall develop a Web Content Cross-Walk Document as specified in TORFP Section 2.2.2 using a TO Contractor proposed format that has been reviewed and approved by the TO Manager.

Deliverable(s) = Web Content Cross-Walk Document (Microsoft Excel) and presentation of the deliverable to the TO Manager. The Agency Receipt of Deliverable Form Attachment 8, shall be submitted as specified in TORFP Section 2.3.6 for this deliverable. Only one (1) Agency Acceptance of Deliverable Form Attachment 9 will be signed by the TO Manager.

e) **Deliverable 2-5: Training Plan for Maintenance and Management of Design Templates** - The TO Contractor shall develop a Training Plan as specified in TORFP Section 2.2.2 using either the State SDLC template (http://doit.maryland.gov/policies/Documents/sdlc/sdlcvol4.pdf) or TO Contractor proposed format that has been reviewed and approved by the TO Manager.

Deliverable(s) = Training Plan for Maintenance and Management of Design Templates (Microsoft Word) and presentation of deliverable to the TO Manager. The Agency Receipt of Deliverable Form Attachment 8, shall be submitted as specified in TORFP Section 2.3.6 for this deliverable.

Only one (1) Agency Acceptance of Deliverable Form Attachment 9 will be signed by the TO Manager.

f) **Deliverable 2-6: Implement Training Plan and Perform Training** - The TO Contractor shall implement the Training Plan and perform training as specified in TORFP Section 2.2.2.

Deliverable(s) = Training Session(s) in accordance with the approved training plan specified in TORFP Section 2.2.2. The Agency Receipt of Deliverable Form Attachment 8, shall be submitted as specified in TORFP Section 2.3.6 for this deliverable. Only one (1) Agency Acceptance of Deliverable Form Attachment 9 will be signed by the TO Manager.

2.3.3 Milestone 3: Task 3 Content Management System Implementation (Section 2.2.3)

a) **Deliverable 3-1: CMS Implementation Plan** - The TO Contractor shall develop a CMS Implementation Plan as specified in TORFP Section 2.2.3 using a TO Contractor proposed format that has been reviewed and approved by the TO Manager.

Deliverable(s) = CMS Implementation Plan (Microsoft Word), Presentation of Implementation Plan to TO Manager. The Agency Receipt of Deliverable Form Attachment 8, shall be submitted as specified in TORFP Section 2.3.6 for this deliverable. Only one (1) Agency Acceptance of Deliverable Form Attachment 9 will be signed by the TO Manager.

b) **Deliverable 3-2: Documentation for CMS Hardware and Software System Installation and Configuration, Technical and Security Specifications, and Operational, Maintenance, and Support Requirements** - The TO Contractor shall develop Documentation as specified in TORFP Section 2.2.3 using a TO Contractor proposed format that has been reviewed and approved by the TO Manager.

Deliverable(s) = CMS Hardware and Software System Installation and Configuration Document (Microsoft Word), Technical and Security Specifications Document (Microsoft Word), and Operational, Maintenance, and Support Requirements (Microsoft Word) - Presentation of Documents to the TO Manager. The Agency Receipt of Deliverable Form Attachment 8, shall be submitted as specified in TORFP Section 2.3.6 for this deliverable. Only one (1) Agency Acceptance of Deliverable Form Attachment 9 will be signed by the TO Manager.

c) **Deliverable 3-3: TO Contractor Purchase of CMS Hardware/Software/Licensing -** The TO Contractor shall propose and purchase the COTS CMS hardware/software/licensing/hardware maintenance and software maintenance as specified in TORFP Section 2.2.3.

Deliverable(s) = Order Confirmation and Delivery Receipt(s) (Microsoft Word or Adobe PDF). The Agency Receipt of Deliverable Form Attachment 8, shall be submitted as specified in TORFP Section 2.3.6 for this deliverable. Only one (1) Agency Acceptance of Deliverable Form Attachment 9 will be signed by the TO Manager.

d) **Deliverable 3-4: Implementation of COTS CMS in accordance with COTS CMS Implementation Plan** - The TO Contractor shall implement the COTS CMS as specified in TORFP Section 2.2.3.

Deliverable(s) = Physical Implementation of the COTS CMS at the MDE data center. Demonstration of the implementation of the COTS CMS to the TO Manager and designated OIMT Staff. The Agency Receipt of Deliverable Form Attachment 8, shall be submitted as specified in TORFP Section 2.3.6 for this deliverable. Only one (1) Agency Acceptance of Deliverable Form Attachment 9 will be signed by the TO Manager.

e) **Deliverable 3-5: Completion of COTS CMS performance and acceptance validation testing and reporting** - The TO Contractor shall perform COTS CMS performance and acceptance validation testing and reporting as specified in TORFP Section 2.2.3.

Deliverable(s) = Documented Performance and Acceptance Validation Testing Report(s) (Microsoft Word and/or Microsoft Excel) and presentation of the deliverable to the TO Manager and OIMT Staff. The Agency Receipt of Deliverable Form Attachment 8, shall be submitted as specified in TORFP Section 2.3.6 for this deliverable. Only one (1) Agency Acceptance of Deliverable Form Attachment 9 will be signed by the TO Manager.

f) **Deliverable 3-6: Complete training of MDE Staff (all COTS CMS user groups) on the COTS CMS use and COTS CMS administration in accordance with Training Plans to include submission of COTS CMS training materials.** - The TO Contractor shall implement the COTS CMS Training Plan and provide COTS CMS training materials as specified in TORFP Section 2.2.3.

Deliverable(s) = Training Session(s) in accordance with approved training plan specified in TORFP Section 2.2.3, CMS Training Materials (Microsoft Word, HTML, Adobe PDF, or other MDE approved format). The Agency Receipt of Deliverable Form Attachment 8, shall be submitted as specified in TORFP Section 2.3.6 for this deliverable. Only one (1) Agency Acceptance of Deliverable Form Attachment 9 will be signed by the TO Manager.

g) **Deliverable 3-7: COTS CMS in Production Use for 90 Day Warranty Period.** - The TO Contractor shall warrant the COTS CMS for 90 days in production use as specified in TORFP Section 2.2.3.

Deliverable(s) = Completion of 90 Day Warranty Period as specified in TORFP Section 2.2.3. The Agency Receipt of Deliverable Form Attachment 8, shall be submitted as specified in TORFP Section 2.3.6 for this deliverable. Only one (1) Agency Acceptance of Deliverable Form Attachment 9 will be signed by the TO Manager.

2.3.4   Milestone 4: Task 4 Web Governance Policy (Section 2.2.4)

a) **Deliverable 4-1: MDE Executives and Staff Interviews Report** - The TO Contractor shall interview designated MDE Executives and Staff as part of the Web Governance Policy Development Process. These interviews will be documented and compiled into a report as specified in TORFP Section 2.2.4 using a TO Contractor proposed format that has been reviewed and approved by the TO Manager..

Deliverable(s) = MDE Executives and Staff Interview(s), MDE Executives and Staff Interviews Report (Microsoft Word) and presentation of the deliverable to the TO Manager. The Agency Receipt of Deliverable Form Attachment 8, shall be submitted as specified in TORFP Section 2.3.6 for this deliverable. Only one (1) Agency Acceptance of Deliverable Form Attachment 9 will be signed by the TO Manager.

b) **Deliverable 4-2: Web Governance Policy** - The TO Contractor shall develop a Web Governance Policy as specified in TORFP Section 2.2.4 using either the U.S. Web Governance Examples as a template (http://www.usa.gov/webcontent/governance.shtml) or a TO Contractor proposed format that has been reviewed and approved by the TO Manager.

Deliverable(s) = Website Governance Policy Document (Microsoft Word) and presentation of the deliverable to the TO Manager and designated MDE Executives and Staff. The Agency Receipt of Deliverable Form Attachment 8, shall be submitted as specified in TORFP Section 2.3.6 for this

deliverable. Only one (1) Agency Acceptance of Deliverable Form Attachment 9 will be signed by the TO Manager

c) **Deliverable 4-3: New Website SOP Document** - The TO Contractor shall develop a new Website SOP Document and as specified in TORFP Section 2.2.4 using a TO Contractor proposed format that has been reviewed and approved by the TO Manager.

Deliverable(s) = Website SOP Document (Microsoft Word), Presentation of deliverable to OIMT Staff and TO Manager. The Agency Receipt of Deliverable Form Attachment 8, shall be submitted as specified in TORFP Section 2.3.6 for this deliverable. Only one (1) Agency Acceptance of Deliverable Form Attachment 9 will be signed by the TO Manager.

2.3.5 Deliverable Acceptance

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

The following MDE Deliverable Schedule is an estimate for the TO Contractor to consider when preparing the TO Contractor's Project Schedule.

Table 1 - MDE Deliverable Schedule

Milestone Number	Deliverable	Milestone	Delivery Schedule
1	1-1	Project Management Plan	10 business days after Contract NTP
	1-2	Project Schedule	At project kick-off and every 10 business days
	1-3	Kick-off meeting	5 business days after Contract NTP
2	2-1	New Website Navigation Strategy Plan	30 business days after Milestone 2 NTP
	2-2	New Website Information Architecture Report	60 business days after Milestone 2 NTP

	2-3	Website Page Design Templates	75 business days after Milestone 2 NTP
	2-4	Web Content Cross-Walk Document	75 business days after Milestone 2 NTP
	2-5	Plan for Maintenance and Management of Design Templates	75 business days after Milestone 2 NTP
	2-6	Implement Training Plan and Perform Training	90 business days after Milestone 2 NTP
3	3-1	CMS Implementation Plan	30 business days after Milestone 3 NTP
	3-2	Documentation for CMS Hardware and Software System Installation and Configuration, Technical and Security Specifications, and Operational, Maintenance, and Support Requirements	60 business days after Milestone 3 NTP
	3-3	TO Contractor Purchase of CMS Hardware/Software/Licensing	60 business days after Milestone 3 NTP
	3-4	Implementation of CMS in accordance with CMS Implementation Plan	180 business days after Milestone 3 NTP
	3-5	Completion of CMS performance and acceptance validation testing and reporting	180 business days after Milestone 3 NTP
	3-6	Complete training of MDE Staff (all CMS user groups) on CMS use and CMS administration in accordance with Training Plans to include submission of CMS training materials	200 business days after Milestone 3 NTP
	3-7	CMS in Production Use for 90 Day Warranty Period	90 business days after Deliverable 3-4 and 3-5
4	4-1	MDE Executives and Staff Interviews Report	45 business days after Milestone 4 NTP
	4-2	Web Governance Policy	100 business days after Milestone 4 NTP
	4-3	New Website SOP Document	100 business days after Milestone 4 NTP

The acceptance criteria for deliverables in Milestone 1 through 4 are defined by the TO Manager approved Statement of Work (set forth in TORFP Section 2.2) for each Milestone. In situations where the TO Manager identifies omissions in the requirements of a deliverable, the TO Manager reserves the right to determine the impact of the omission upon acceptance of that deliverable. The TO Manager's determination of the impact of the omission of requirements for a deliverable, and recommendation for addressing that omission, shall be documented in the acceptance or rejection of the deliverable. Those omissions determined as unacceptable by the TO Manager shall be resolved by TO Contractor prior to acceptance of the deliverable. However, for omissions accepted with the approval of the TO Manager for that deliverable, the TO Manager may direct the TO Contractor to resolve the omission at a later time through the change request process described in TORFP Section 2.10.

2.4 REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES

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

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

2.5 MDE DEPARTMENTAL RESPONSIBILITIES

The Department shall provide the following:

2.5.1 Executive Steering Committee: This project oversight body consists of MDE executive management, senior business managers, and senior IT representatives.

2.5.2 Project management to include a dedicated PM to serve as a single point of contact to the TO Contractor. Duties include:

- Coordination of plan development

- Develop, Monitor and Update Master Project Schedule

- Maintain and update the PMP document

- Manage and monitor project risks and issues

- Management of the Department's project team

- Monitor and facilitate approval of deliverables

- Authorize payment of invoices pending approval of deliverables

- Assure TO Contractor is provided with sufficient access to both technical and business knowledge experts to maintain the project schedule

- Provide project status updates to the Executive Steering Committee

- Provide Department Change and Configuration Management documentation

2.5.3 Coordinate all project meetings with the TO Contractor, with applicable senior staff from OIMT and the business Programs.

2.5.4 MDE shall provide office space, data center rack space, provision power, and associated physical device connectivity for the following TO Contractor provided website hardware configurations:

- Production Environment

- Disaster Recovery Environment

- Development/Testing Environment

- Training Environment

- Staging Environment

2.5.5 Perform MDE Website data backup activities such as tape rotation and off-site storage.

2.5.6 MDE shall assume maintenance and operations responsibility of the MDE Website at the end of the 90 business day warranty period. The TO Contractor shall continue to provide hardware and software maintenance and support as defined in Sections 2.2.3 and 2.2.5 for the duration of the TORFP Contract.

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

2.6   TO CONTRACTOR EXPERTISE REQUIRED

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

2.6.1   PROJECT MANAGEMENT

The TO Contractor shall provide Project Management services with expertise in the following areas:

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

2.6.2   WEB AND INFORMATION ARCHITECTURE DESIGN

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

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

- Knowledge and experience designing e-government web solutions for Government Entities.

2.6.3 CONTENT MANAGEMENT SYSTEMS

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

- Knowledge and experience implementing industry standard and supported COTS and/or Open Source Content Management Systems. *Custom CMS solutions shall not be considered.*

- TO Contractor shall demonstrate knowledge and proficiency with leading edge Web and New Media solutions / architecture and technologies, nomenclature, and development as well as use of industry best practices. The Contractor shall be proficient in creating websites and applications with a focus on site usability and user experience.

- TO Contractor shall be proficient in interactive design, interface design, and information architecture and enthusiasm for emerging Web 2.0 technologies as well as a strong knowledge of 508c accessibility experience.

- Knowledge and experience implementing proposed COTS CMS for State, Local or Federal Government Entities is preferred.

- Demonstrated success implementing of proposed COTS CMS required.

2.6.4 WEB GOVERNANCE POLICIES

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

- Knowledge and experience developing standard operating procedures for web systems.
- Knowledge and experience developing web governance policies.

2.6.5 WEB MAINTENANCE AND SUPPORT

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

- Knowledge and experience providing web maintenance and support services for State, Local or Government Entities is preferred.

- Knowledge and experience developing multimedia, video and textual website content.

- Knowledge and experience with XHTML/CSS and scripting languages (ASP, .NET, XML, AJAX, PHP, Action Scripting, Flash) coding, Microsoft office products, and web interface design tools (Adobe Photoshop, Illustrator or alternate products).

- Knowledge and experience providing maintenance and support for the proposed COTS CMS is required.

- 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. The Contractor shall be proficient in creating websites and applications with a focus on site usability and user experience.

- Knowledge and experience translating designed mockups into standard compliant XHTML pages, and designing Web pages in Photoshop for potential site integration. Contractor shall be deadline driven, offer attention to details, and an ability to provide accurate level of effort and delivery estimates.

- Knowledge and experience securing web based systems.

- Knowledge of e-commerce and transactional web systems is preferred.

2.7 RETAINAGE

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

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

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

2.8 INVOICING

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

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

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

2.8.1 INVOICE SUBMISSION PROCEDURE

This procedure consists of the following requirements and steps:

A) The invoice shall identify MDE OIMT as the TO Requesting Agency, deliverable description, associated TO Agreement number, date of invoice, period of performance covered by the invoice, and a TO Contractor point of contact with telephone number.

B) The TO Contractor shall send the original of each invoice and supporting documentation (itemized billing reference for employees and any subcontractor and signed Acceptance of Deliverable form – Attachment 9, for each deliverable being invoiced) submitted for payment to the MDE at the following address:

> Wayne Petrush, Director, Project Management
> Office of Information Management and Technology
> Maryland Department of the Environment
> Montgomery Park Business Center
> 1800 Washington Blvd.
> Baltimore, MD 21230

C) Invoices for final payment shall be clearly marked as "FINAL" and submitted when all work requirements have been completed and no further charges are to be incurred under the TO Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.

2.9   REPORTING

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

A) TO Requesting Agency name, TO Agreement number, functional area name and number, reporting period and "Progress Report" to be included in the e-mail subject line.

B) Work accomplished during the weekly period.

C) Deliverable progress, as a percentage of completion.

D) Problem areas, including scope creep or deviation from the work plan.

E) Planned activities for the next reporting period.

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

G) An accounting report for the current reporting period and a cumulative summary of the totals for both the current and previous reporting periods. The accounting report shall include amounts invoiced-to-date and paid-to-date.

H) Prepare and submit weekly or as needed updates on project artifacts to include: Project Management Plan, Project Schedule and other project artifacts to reflect changes to scope, schedule, personnel, and costs.

I) Monthly reporting of MBE participation is required in accordance with the terms and conditions of the CATS Master Contract by the 15th day of each month. The TO Contractor shall provide a completed MBE Participation form (Attachment 2, Form D-5) to The Maryland Department of the Environment (MDE) Office of Information Management and Technology (OIMT) at the same time the invoice copy is sent. The TO Contractor shall ensure that each MBE Subcontractor provides a completed MBE Participation Form (Attachment 2, Form D-6). Subcontractor reporting shall be sent directly from the subcontractor to MDE OIMT. MDE OIMT will monitor both the TO Contractor's efforts to achieve the MBE participation goal and compliance with reporting requirements. The TO Contractor shall email all completed forms, copies of invoices and checks paid to the MBE directly to the TO Procurement Officer and TO Manager.

2.10   CHANGE REQUEST REQUIREMENTS

2.10.1 State's Unilateral Right

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

2.10.2 Allowed Changes

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

2.10.3 Change Request Process

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

the written approval of the TO Manager. The TO Manager will provide the final disposition of the CR in writing to the TO Contractor.

2.10.4 Change Request Invoices

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

2.11 CHANGE ORDERS

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

SECTION 3 - TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1 REQUIRED RESPONSE

Each Master Contractor receiving this CATS TORFP must respond within the submission time designated in the Key Information Summary Sheet. Each Master Contractor is required to submit one or two possible responses: 1) a proposal and/or 2) a completed Master Contractor Feedback form submitted electronically via the CATS website explaining why the Master Contractor will not be submitting a proposal. The form is accessible via, your CATS Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu.

3.2 FORMAT

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

3.2.1 THE TECHNICAL PORTION OF THE TO PROPOSAL SHALL INCLUDE

A) Proposed Services – Work Plan

1) *Requirements:* A detailed discussion of the Master Contractor's understanding of the work and the Master Contractor's capabilities, approach and solution to address the requirements outlined in Section 2.

2) *Assumptions:* A description of any assumptions formed by the Master Contractor in developing the Technical Proposal.

3) *Risk Assessment:* An assessment of any risks inherent in the work requirements and actions to mitigate these risks.

4) *Proposed Solution:* A description of the Master Contractor's proposed solution to accomplish the specified work requirements. At a minimum, the Master Contractor shall address the following items in the proposed solution.

   a) Describe the process for defining and developing the new website navigation strategy plan.
   b) Describe the process for defining and developing the new website Information Architecture.
   c) Describe the process for designing the new website design templates.
   d) Describe the recommended COTS CMS and associated infrastructure hardware/software. ATTACHMENT 13 - CMS Features & Functionality Guide represents the minimal amount of information that should be provided by TO Contractor to describe the proposed COTS CMS website solution features and functionality.
   e) Describe the training curriculum and training required by MDE OIMT Staff to administer the COTS CMS. Please be specific in terms of staff skill requirements and level of effort in terms of staff time requirements in participating in the training sessions.
   f) Describe the proposed methodology for maintaining up to date website configuration documentation.
   g) Describe the Quality Assurance/Quality Control (QA/QC) reports and validation processes that will be used, documented and provided to MDE OIMT to demonstrate and validate that the system is configured properly and performs as described by the TO Contractor.
   h) Describe the methodology for web content cleanup to assess content relevancy, retire old content, maintain web links, update web formatting and fix poorly formed HTML code that will be used by the TO Contractor.
   i) Describe and define the COTS CMS implementation approach. The TO Contractor shall provide up to 3 examples where this approach was successfully executed.

j) Describe the web content migration process that will be used to transfer web content and web site assets from the existing MDE CMS to the new COTS CMS. Please describe any actions or modifications that MDE OIMT staff will be required to make with respect to the management and maintenance of the existing web site during the migration process. Describe the impact this will have (if any) on MDE OIMT Staff workload and web content management procedures.

k) Describe in detail the procedure and approach that will be used to develop the Web Governance Policy.

l) Describe the information that will be included in the final Web Governance Policy.

m) Describe the process, procedure, and approach for implementing the Web Governance Policy within MDE.

n) Describe the process used to develop new web content (written copy, multimedia content, training materials). Describe any experience developing content and materials for Maryland State Agencies and Environmental Organizations.

o) Describe process and expertise working with Flash animations, RIAs, mashups, AJAX, and other programming and interactive web tools and how these tools can be used to: 1) improve the ability of users to find and interact with data and information, 2) present information in ways that better convey the intended message to the users, and 3) improve data capture and interactive forms usability.

5) *Proposed Tools:* A description of all proposed tools that will be used to facilitate the work requirements of this TORFP.

6) *Tasks and Deliverables:* A description of and the schedule for each task and deliverable, illustrated by a Gantt chart. Start and completion dates for each task, milestone, and deliverable shall be indicated. The Gantt chart will form the baseline for task order monitoring, and will be updated weekly as part of progress reporting (see Section 2.7.1).

7) *Work Breakdown Structure:* A detailed work breakdown structure (WBS) and staffing schedule, with labor hours by skill category that will be applied to meet each milestone and deliverable, and to accomplish all specified work requirements of this TORFP. Include all State labor category resource requirements and labor hours required by TO Contractor.

8) *Acceptance Criteria:* A statement acknowledging the Master Contractor's understanding of the acceptance criteria.

B) Proposed Personnel

1) Identify and provide resumes for all proposed personnel by labor category. The resume should highlight the proposed personnel's applicable responsibilities and accomplishments as they relate to the requirements of this TORFP.

2) Certification that all proposed personnel meet the minimum required qualifications and possess the required certifications in accordance to Section 2.4.

3) Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under this TO Agreement.

4) Complete and provide, at the interview, Attachment 5 – Labor Classification Personnel Resume Summary.

C) MBE Participation

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

D) Subcontractors

1) Identify all proposed subcontractors, including MBEs, and their full roles in the performance of the Scope of Work of this TORFP.

E) Master Contractor and Subcontractor Experience and Capabilities

1) *Experience of the TO Contractor:* Provide three (3) examples of completed projects that were similar in scope to the one defined in the Scope of Work of this TORFP. Each of the examples must include a reference, to be provided at the interview, complete with the following:

   a) Name of organization.

   b) Name, title, and telephone number of point-of-contact for the reference.

   c) Type and duration of the contract(s) supporting the reference.

   d) The services provided, scope of the contract and performance objectives satisfied as they relate to the Scope of Work of this TORFP.

   e) Whether the Master Contractor is still providing these services and, if not, an explanation of why it is no longer providing the services to the client organization.

2) *State of Maryland Experience:* If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five (5) years with any government entity of the State of Maryland. For each identified contract, the Master Contractor shall provide:

   a) The State contracting entity.

   b) A brief description of the services/goods provided.

   c) The dollar value of the contract.

   d) The term of the contract.

   e) Whether the contract was terminated prior to the specified original contract termination date.

   f) Whether any available renewal option was not exercised.

   g) The State employee contact person to include name, title, telephone number and e-mail address.

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

F) Proposed Facility

1) Identify Master Contractor's facilities, including address, from which any work will be performed.

G) State Assistance

1) Provide an estimate of expectation concerning participation by State personnel.

H) Confidentiality

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

3.2.2 THE FINANCIAL RESPONSE OF THE TO PROPOSAL SHALL INCLUDE

A) A description of any assumptions on which the Master Contractor's Financial Proposal is based;

B) Attachment 1 - Completed Financial Proposal:

   i.   Milestone and Deliverable identifying information will be in bold and placed in a frame.

ii.   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.

iii.   The information should continue, as necessary and appropriate, to cover all Milestones and Deliverables.

iv.   List all deliverables, even those not separately priced (NSP).

v.   The Master Contractor should indicate on Attachment 1B the appropriate Labor Category being proposed, and the Fixed Hourly Labor Category Rate. Proposed rates are not to exceed the rates defined in the Consulting and Technical Services (CATS) Master Contract.

C) The Offeror's proposed price shall be fully loaded and expressly include overhead expenses (e.g., fringe benefits, administrative costs, profits, etc.), and all related and incidental expenses (e.g., travel, legal services) associated with providing all goods and services and equipment required by this TORFP. No other amounts or costs will be paid to the Contractor. Specifically, no taxes or assessments or license fees or permits of any type will be paid in addition to the price(s) proposed on the Price Proposal.

D) The Offeror's "Total Evaluated Cost" specified on the Price Proposal-Attachment 1B is based on an estimated quantity for the number of hours to be utilized for Task 5 - Optional Services: Web Maintenance and Enhancements and will be used solely for price evaluation, comparison and selection for recommendation for award. The quantity indicated is not a guarantee of any minimum or maximum amount and may change at any time during the term of the Task Order.

E) There is no guarantee of any minimum or maximum amounts under Task 5 - Optional Services: Web Maintenance and Enhancements. The actual amount to be paid to the TO Contractor shall be calculated using the Firm Fixed Unit Price (Hourly Rate) specified on the Price Proposal and the number of hours actually required by the MDE and provided by the TO Contractor.

SECTION 4 - PROCEDURE FOR AWARDING A TASK ORDER AGREEMENT

4.1 EVALUATION CRITERIA

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

4.2 TECHNICAL CRITERIA

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

A) Overall understanding of the work required, quality of the approach, and proposed solution.

B) Past performance on similar projects as provided in the Contractor's Technical Proposal.

C) Experience with COTS CMS comparable to the requirements herein, specifically with other State, Local, or Federal Government Entities.

D) Required time involvement of MDE staff resources in implementing the requirements of this TORFP.

E) The qualifications and experience of the proposed personnel

F) Whether the proposed schedule is realistic and attainable and includes, but is not limited to, the milestones and deliverables listed in the TORFP.

G) Task 5 Optional Services: Web Maintenance and Enhancements will be evaluated on the basis of the following:

1) Past performance on similar projects as provided in the Contractor's Technical Proposal.

2) The qualifications and experience of the proposed personnel

3) Overall understanding of the work required

4.3 SELECTION PROCEDURES

A) TO Proposals deemed technically qualified will have their financial proposal considered. All others will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.

B) Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.

C) The State reserves the right to require from the TO Contractor an oral presentation to the evaluation committee or any other State designated personnel. The TO Contractor will receive a minimum of three-calendar days notice prior to the presentation. The State reserves the right to request any key personnel proposed by the Contractor to attend the oral presentation.

D) The State reserves the right to require from the TO Contractor a demonstration of the proposed COTS CMS to the evaluation committee or any other State designated personnel. The Contractor will receive a minimum of five-calendar days notice prior to the demonstration. The State reserves the right to request any key personnel proposed by the TO Contractor to attend the demonstration.

E) The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment. In making this selection, a task order agreement shall be awarded to the Contractor whose proposal is most advantageous to the State, considering price and the technical evaluation factors set forth herein. In making this determination, technical merit will receive greater weight than price.

4.4   COMMENCEMENT OF WORK UNDER A TO AGREEMENT

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

ATTACHMENT 1 - SUMMARY PRICE PROPOSAL

P.O.# U00P9200848

Item Number	Milestone	Line Item Cost
2.2.2.1	**Milestone 1: Project Initiation** **(Total Milestone 1 Cost from Attachment 1A)**	
2.2.2.2	**Milestone 2: Web & Information Architecture Design** **(Total Milestone 2 Cost from Attachment 1A)**	
2.2.2.3	**Milestone 3: Content Management System Upgrade and Configuration** **(Total Milestone 3 Cost from Attachment 1A)**	
2.2.2.4	**Milestone 4: Web Governance Policy** **(Total Milestone 4 Cost from Attachment 1A)**	
2.3.5	**Optional Services: Web Maintenance and Enhancements** **(Total Evaluated Price from Attachment 1B)**	
	TOTAL EVALUATED COST:	

_____   _____
Authorized Individual Name   Company Name

_____   _____
Title   Company Tax ID #

Submit as a .pdf file with the Financial Response

ATTACHMENT 1A - PRICE PROPOSAL (FIXED PRICE)

P.O. # U00P9200848

Item Number	Milestone	Deliverable	Item Description	Fixed Price Cost
2.2.2.1	**Milestone 1: Project Initiation**	**Deliverable 1-1**	Final Project Management Plan	
		Deliverable 1-2	Final Project Schedule	
		Deliverable 1-3	Kick-off Meeting	
			Total Milestone 1 Cost:	
2.2.2.2	**Milestone 2: Web & Information Architecture Design**	**Deliverable 2-1**	Final New Website Navigation Strategy Plan	
		Deliverable 2-2	Final New Website Information Architecture Report	
		Deliverable 2-3	Final Website Page Design Templates	
		Deliverable 2-4	Final Web Content Cross-Walk Document	
		Deliverable 2-5	Final Training Plan for Maintenance and Management of Design Templates	
		Deliverable 2-6	Implement Training Plan and Perform Training	
			Total Milestone 2 Cost:	
2.2.2.3	**Milestone 3: Content Management System Upgrade and Configuration**	**Deliverable 3-1**	Final CMS Implementation Plan	
		Deliverable 3-2	Final Documentation for CMS Hardware and Software System Installation and Configuration, Technical and Security Specifications, and Operational,	

			Maintenance, and Support Requirements	
		Deliverable 3-3 (Hardware)	Purchase CMS Hardware/Hardware Maintenance (MDE reserves the option to purchase hardware through other contract vehicles)	
		Deliverable 3-3 (Software)	Purchase CMS Software/Licenses/Software Maintenance (MDE reserves the option to purchase software through other contract vehicles)	
		Deliverable 3-4	Implementation of CMS in accordance with CMS Implementation Plan	
		Deliverable 3-5	Completion of CMS performance and acceptance validation testing and reporting	
		Deliverable 3-6	Complete training of MDE Staff (all CMS user groups) on CMS use and CMS administration in accordance with Training Plans to include submission of CMS training materials	
			Total Milestone 3 Cost:	
2.2.2.4	**Milestone 4: Web Governance Policy**	**Deliverable 4-1**	MDE Executives and Staff Interviews Report	
		Deliverable 4-2	Final Web Governance Policy	
			Total Milestone 4 Cost:	
			TOTAL COST MILESTONES 1-4:	

Authorized Individual Name   Company Name

Title   Company Tax ID #

Submit as a .pdf file with the Financial Response

ATTACHMENT 1B - PRICE PROPOSAL (TIME AND MATERIALS)

P.O. # U00P9200848

LABOR CATEGORIES

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

			Labor Rate and insert value here)
41			
		Total Evaluated Cost:	

Authorized Individual Name	Company Name

Title	Company Tax ID #

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

SUBMIT AS A .PDF FILE WITH THE FINANCIAL RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING REQUIREMENTS

CATS TORFP (P.O. # U00P9200848)

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

1. As the TO Contractor, you have entered into a TO Agreement with the State of Maryland. As such, your company/firm is responsible for successful completion of all deliverables under the contract, including your commitment to making a good faith effort to meet the MBE participation goal(s) established for TORFP. Part of that effort, as outlined in the TORFP, includes submission of monthly reports to the State regarding the previous month's MBE payment activity. Reporting forms D-5 (TO Contractor Paid/Unpaid MBE Invoice Report) and D-6 (Subcontractor Paid/Unpaid MBE Invoice Report) are attached for your use and convenience.

2. The TO Contractor must complete a separate Form D-5 for each MBE subcontractor for each month of the contract and submit one copy to each of the locations indicated at the bottom of the form. The report is due no later than the 15th of the month following the month that is being reported. For example, the report for January's activity is due no later than the 15th of February. With the approval of the TO Manager, the report may be submitted electronically. Note: Reports are required to be submitted each month, regardless of whether there was any MBE payment activity for the reporting month.

3. The TO Contractor is responsible for ensuring that each subcontractor receives a copy (e-copy of and/or hard copy) of Form D-6. The TO Contractor should make sure that the subcontractor receives all the information necessary to complete the form properly, i.e., all of the information located in the upper right corner of the form. It may be wise to customize Form D-6 (upper right corner of the form) for the subcontractor the same as the Form D-5 was customized by the TO Manager for the benefit of the TO Contractor. This will help to minimize any confusion for those who receive and review the reports.

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

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 1

CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT

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

In conjunction with the offer submitted in response to TORFP (P.O. # U00P9200848), I affirm the following:

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

OR

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

2. I have identified the specific commitment of certified Minority Business Enterprises by completing and submitting an MBE Participation Schedule (Attachment 2 - Form D-2) with the proposal.

3. I acknowledge that the MBE subcontractors/suppliers listed in the MBE Participation Schedule will be used to accomplish the percentage of MBE participation that I intend to achieve.

4. I understand that if I am notified that I am the apparent TO Agreement awardee, I must submit the following documentation within 10 working days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier.

   (a)   Outreach Efforts Compliance Statement (Attachment D-3)

   (b)   Subcontractor Project Participation Statement (Attachment D-4)

   (c)   MBE Waiver Documentation per COMAR 21.11.03.11 (if applicable)

   (d)   Any other documentation required by the TO Procurement Officer to ascertain offeror's responsibility in connection with the certified MBE participation goal.

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

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

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

_____   _____
Offeror Name   Signature of Affiant

_____   _____
Address   Printed Name, Title

_____

_____

_____

_____
Date

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. # U00P9200848)	
List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	

USE ATTACHMENT D-2 CONTINUATION PAGE AS NEEDED

<u>SUMMARY</u>

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

Document Prepared By: (please print or type)

Name:_____ Title:_____

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 2

MINORITY BUSINESS ENTERPRISE PARTICIPATION SCHEDULE (CONTINUED)

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

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 3

OUTREACH EFFORTS COMPLIANCE STATEMENT

In conjunction with the bid or offer submitted in response to TORFP (P.O.# U00P9200848), 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

<u>SUBMIT ONE FORM FOR EACH CERTIFIED MBE LISTED IN THE MBE PARTICIPATION SCHEDULE</u>

Provided that _____ is awarded the TO Agreement in

        (Prime TO Contractor Name)

conjunction with TORFP (P.O. # U00P9200848), it and _____,

        (Subcontractor Name)

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

(Describe work to be performed by MBE):

_____

_____

_____

_____

_____

    ☐   No bonds are required of Subcontractor

    ☐   The following amount and type of bonds are required of Subcontractor:

By: By:

_____   _____

Prime Contractor Signature   Subcontractor Signature

_____   _____

Name   Name

_____   _____

 Title   Title

_____   _____,

Date   Date

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

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 5

MINORITY BUSINESS ENTERPRISE PARTICIPATION TO CONTRACTOR PAID/UNPAID INVOICE REPORT

Report #: _____ Reporting Period (Month/Year): _____ **Report is due by the 15th of the following month.**	CATS TORFP (P.O. # U00P9200848) Contracting Unit _____ Contract Amount_____ MBE Sub Contract Amt_____ Contract Begin Date_____ Contract End Date_____ Services Provided_____

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

**If more than one MBE subcontractor is used for this contract, please use separate forms.
Return one copy of this form to the following address:

Wayne Petrush, TO Manager Maryland Department of the Environment 1800 Washington Boulevard Baltimore, MD 21230 wpetrush@mde.state.md.us	Mike Gallagher, To Procurement Manager Maryland Department of the Environment 1800 Washington Boulevard Baltimore, MD 21230 mgallagher@mde.state.md.us

Signature:_____ Date:_____

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 6

MINORITY BUSINESS ENTERPRISE PARTICIPATION SUBCONTRACTOR PAID/UNPAID INVOICE REPORT

Report #: _____ Reporting Period (Month/Year): __/_____ **Report Due By the 15th of the following Month.**	CATS TORFP (P.O. # U00P9200848) Contracting Unit _____ Contract Amount_____ MBE Sub Contract Amt_____ Contract Begin Date_____ Contract End Date_____ Services Provided_____

MBE Subcontractor Name:		
MDOT Certification #:		
Contact Person:		
Address:		
City:	State:	ZIP:
Phone:	FAX:	
Subcontractor Services Provided:		

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

Prime TO Contractor: Contact Person:

Return one copy of this form to the following address:

Wayne Petrush, TO Manager Maryland Department of the Environment 1800 Washington Boulevard Baltimore, MD 21230 wpetrush@mde.state.md.us	Mike Gallagher, To Procurement Manager Maryland Department of the Environment 1800 Washington Boulevard Baltimore, MD 21230 mgallagher@mde.state.md.us

Signature:_____ Date:_____

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

ATTACHMENT 3 – TASK ORDER AGREEMENT

CATS TORFP (P.O. # U00P9200848) OF MASTER CONTRACT #050R5800338

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

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 TO Requesting Agency, as identified in the CATS TORFP (P.O.# U00P9200848).

    b. "CATS TORFP" means the Task Order Request for Proposals # ADPICS PO, dated MONTH DAY, YEAR, including any addenda.

    c. "Master Contract" means the CATS Master Contract between the Maryland Department of Budget and Management and TO Contractor dated December 19, 2005.

    d. "TO Procurement Officer" means TO Procurement Officer. 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 TO Requesting Agency and TO Contractor.

    f. "TO Contractor" means the CATS Master Contractor awarded this TO Agreement, whose principal business address is _____ and whose principal office in Maryland is _____.

    g. "TO Manager" means TO Manager of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.

    h. "TO Proposal - Technical" means the TO Contractor's technical response to the CATS TORFP dated date of TO Proposal – Technical.

    i. "TO Proposal – Financial" means the TO Contractor's financial response to the CATS TORFP dated date of TO Proposal - Financial.

    j. "TO Proposal" collectively refers to the TO Proposal – Technical and TO Proposal – Financial.

2. Scope of Work

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

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

    a. The TO Agreement,

    b. Exhibit A – CATS TORFP

    c. Exhibit B – TO Proposal-Technical

    d. Exhibit C – TO Proposal-Financial

2.3   The TO Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the TO Agreement. No other order, statement or conduct of the TO Procurement Officer or any other person shall be treated as a change or entitle the TO Contractor to an equitable adjustment under this Section. Except as otherwise provided in this TO Agreement, if any change under this Section causes an increase or decrease in the TO Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the TO Agreement price shall be made and the TO Agreement modified in writing accordingly. The TO Contractor must assert in writing its right to an adjustment under this Section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the TO Contractor shall be 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 TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of insert time for performance, commencing on the date of Notice to Proceed and terminating on Month Day, Year.

4.   Consideration and Payment

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

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

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

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

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

TO Contractor Name

_____   _____
By: Type or Print TO Contractor POC   Date

Witness: _____

STATE OF MARYLAND, TO Requesting Agency

_____   _____
By: insert name, TO Procurement Officer   Date

Witness: _____

ATTACHMENT 4 – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

A) "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

B) "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a bidder, Offeror, Contractor, consultant, or subcontractor or sub consultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.

C) The bidder or Offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

D) The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail—attach additional sheets if necessary):

E) The bidder or Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or Offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or Offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

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

Date:_____ By:_____

(Authorized Representative and Affiant)

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 5 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY

1. Master Contractors must comply with all personnel requirements under the Master Contract RFP 050R5800338.

2. Only labor categories proposed in the Master Contractors Financial Proposal may be proposed under the CATS TORFP process.

3. For each person proposed in any of the labor categories, complete one Labor Category Personnel Resume Summary to document how the proposed person meets each of the minimum requirements. This summary is required at the time of the interview.

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

4. Each form also includes examples of duties to perform. The proposed person must be able to fulfill those duties.

5. For each subject matter expert, the State will identify the particular area of expertise and the Master Contractor shall provide proof the individual has qualifications within that area of expertise.

6. Additional information may be attached to each Labor Category Personnel Resume Summary that may assist a full and complete understanding of the individual being proposed.

ATTACHMENT 5 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY (CONTINUED)

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

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

Contractor's Contract Administrator:

_____ _____

Signature   Date

Proposed Individual:

_____ _____

Signature   Date

SUBMIT WITH TECHNICAL PROPOSAL

SIGNATURE REQUIRED AT THE TIME OF THE INTERVIEW

ATTACHMENT 6 – DIRECTIONS

TO THE PRE-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 Task Order Agreement (P.O. # U00P9200848)

Dear TO Contractor Contact:

This letter is your official Notice to Proceed as of Month Day, Year, for the above-referenced Task Order Agreement. TO Manager of the TO Requesting Agency will serve as your contact person on this Task Order. TO Manager can be reached at telephone # and email address.

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

Sincerely,

TO Procurement Officer
Task Order Procurement Officer

Enclosures (2)

cc: TO Manager
    Procurement Liaison Office, Department of Information Technology
    Project Management Office, Department of Information Technology

ATTACHMENT 8 – AGENCY RECEIPT OF DELIVERABLE FORM

I acknowledge receipt of the following:

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

TO Agreement Number: (P.O. # U00P9200848)

Title of Deliverable: _____

TORFP Reference Section #   _____

Deliverable Reference ID # _____

Name of TO Manager: `TO Manager`

_____   _____
TO Manager Signature   Date Signed

Name of TO Contractor's Project Manager: _____

_____   _____
TO Contractor's Project Manager Signature   Date Signed

SUBMIT AS REQUIRED IN SECTION 2.2 OF THE TORFP.

ATTACHMENT 9 – AGENCY ACCEPTANCE OF DELIVERABLE FORM

Agency Name: TO Requesting Agency

TORFP Title: TORFP Project Name

TO Manager: TO Manager and Phone Number

To:

The following deliverable, as required by TO Agreement (P.O.# U00P9200848), has been received and reviewed in accordance with the TORFP.

Title of deliverable: _____

TORFP Contract Reference Number: Section # _____

Deliverable Reference ID # _____

This deliverable:

☐   Is accepted as delivered.

☐   Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

_____   _____

       TO Manager Signature   Date Signed

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

ATTACHMENT 10 – NON-DISCLOSURE AGREEMENT (OFFEROR)

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

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS TORFP (P.O. # U00P9200848) for TORFP Project Name. 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 TO Procurement Officer, TO Requesting Agency 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 _____, 200__, by and between the State of Maryland ("the State"), acting by and through its TO Requesting Agency (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 Title TORFP No. (P.O. # U00P9200848) dated release date for TORFP, (the "TORFP) issued under the Consulting and Technical Services procurement issued by the Department, Project Number 050R5800338; and

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

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

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: <mark>**TO Requesting Agency:**</mark>

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

Master Contractor:	
Master Contractor Contact / Phone:	
Procuring State Agency Name:	
TO Title:	
TO Number:	
TO Type (Fixed Price, T&M, or Both):	
Checklist Issue Date:	
Checklist Due Date:	

Section 1 – Task Orders with Invoices Linked to Deliverables
A) Was the original TORFP (Task Order Request for Proposals) structured to link invoice payments to distinct deliverables with specific acceptance criteria?   **Yes** ☐   **No** ☐ **(If no, skip to Section 2.)**
B) Do TO invoices match corresponding deliverable prices shown in the accepted Financial Proposal?   **Yes** ☐   **No** ☐ **(If no, explain why)** _____
C) Is the deliverable acceptance process being adhered to as defined in the TORFP?   **Yes** ☐   **No** ☐ **(If no, explain why)** _____
Section 2 – Task Orders with Invoices Linked to Time, Labor Rates and Materials
A) If the TO involves material costs, are material costs passed to the agency without markup by the Master Contractor?   **Yes** ☐   **No** ☐ **(If no, explain why)** _____
B) Are labor rates the same or less than the rates proposed in the accepted Financial Proposal?   **Yes** ☐   **No** ☐ **(If no, explain why)** _____
C) Is the Master Contractor providing timesheets or other appropriate documentation to support invoices?   **Yes** ☐   **No** ☐ **(If no, explain why)** _____
Section 3 – Substitution of Personnel

A) Has there been any substitution of personnel? **Yes** ☐   **No** ☐ **(If no, skip to Section 4.)**
B) Did the Master Contractor request each personnel substitution in writing? **Yes** ☐   **No** ☐ **(If no, explain why)** _____
C) Does each accepted substitution possess equivalent or better education, experience and qualifications than incumbent personnel? **Yes** ☐   **No** ☐ **(If no, explain why)** _____
D) Was the substitute approved by the agency in writing? **Yes** ☐   **No** ☐ **(If no, explain why)** _____
Section 4 – MBE Participation
A) What is the MBE goal as a percentage of the TO value? **(If there is no MBE goal, skip to Section 5)**   **%**
B) Are MBE reports D-5 and D-6 submitted monthly? **Yes** ☐   **No** ☐ **(If no, explain why)** _____
C) What is the actual MBE percentage to date? (divide the dollar amount paid to date to the MBE by the total amount   paid   to   date   on   the   TO)   **%** **(Example - $3,000 was paid to date to the MBE sub-contractor; $10,000 was paid to date on the TO; the MBE percentage is 30% (3,000 ÷ 10,000 = 0.30))**
D) Is   this   consistent   with   the   planned   MBE   percentage   at   this   stage   of   the   project?   **Yes** ☐   **No** ☐ **(If no, explain why)** _____

E) Has   the   Master   Contractor   expressed   difficulty   with   meeting   the   MBE   goal?
    Yes   ☐   **No**   ☐
 	
(If   yes,   explain   the   circumstances   and   any   planned   corrective   actions)
    _____

Section 5 – TO Change Management
A) Is there a written change management procedure applicable to this TO? **Yes** ☐   **No** ☐ **(If no, explain why)** _____

B)   Does   the   change   management   procedure   include   the   following?
 	
    Yes ☐   **No** ☐   Sections for change description, justification, and sign-off
 	
    Yes ☐   **No** ☐   Sections for impact on cost, scope, schedule, risk and quality (i.e., the impact of change on satisfying TO requirements)
 	
    Yes ☐   **No** ☐   A formal group charged with reviewing / approving / declining changes (e.g., change control board, steering committee, or management team)

C) Have any change orders been executed? **Yes**   ☐   **No**   ☐ **(If   yes,   explain   expected   or   actual   impact   on   TO   cost,   scope,   schedule,   risk   and   quality)**   _____

D) Is the change management procedure being followed?

Yes ☐   **No** ☐   **(If no, explain why)** ____

ATTACHMENT 13 - CMS Features & Functionality Guide

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

A) Technical Specifications

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

1. Operating System

Business Driver: Need to leverage MDE experience and operational expertise in the either Microsoft or Unix environment. Linux operating system will be considered.

    a. List currently supported operating systems.
    b. Describe other operating system services (and version releases) and utilities required by your solution.
    c. Specify the mail protocols supported by the system.

2. Database

Business Driver: Need to leverage MDE's experience and expertise in Microsoft SQL Server and Oracle database environments.

    a. If the CMS requires a database:

        i. Is the CMS certified and supported on current stable releases of Open Source databases (for example MySQL or PostgreSQL), Microsoft SQL Server 2005 or Oracle 10g. Specify which releases the system supports.
        ii. List standard database connections that the CMS supports (example JDBC, ODBC).

3. Web/Application Server

    a. Specify which web/application server the CMS is certified and supported on (IIS, Apache HTTPD, Tomcat, JBOSS, etc). Specify which releases the system supports.

4. Load Balancing

Business Driver: Require ability to load balance system to provide scalable, highly available services.

    a. The CMS shall support load balancing to provide scalable, highly available services. Specify supported methods for load balancing.

5. Software Installation and Maintenance

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

    a. Describe the installation and update procedures, including:

        i. Whether root privileges are required
        ii. The process for notifying customers of new releases/updates

iii. The version/release support strategy, including:

1. Major and minor version release frequencies.
2. How system bug fix patches are made available (individually or as a service pack).
3. The strategy for rolling out future releases.
4. The strategy for determining functionality in future releases.

b. Specify the recommended and minimum memory, number of CPUs, and disk space for the proposed server hardware.
c. Describe your system's capability to support local modifications to updates.

i. What are the APIs that will be provided? (see section VI.H.1.a)

d. Provide a summary of known outstanding bugs associated with the current software version.
e. Specify whether, and how, we can install a test instance of the CMS on MDE servers during the pre-award period.

6. Testing, Staging and Deployment

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

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

7. Mirroring and Backup

Describe the system backup process and any special utilities required. The system shall be capable of supporting mirrored sites (e.g., storage and backup of content on multiple servers) for disaster recovery purposes. Describe a recommended configuration.

8. System Integration

8.1 Authentication / Authorization

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

8.2 Publishing

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

9. Capacity

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

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

10. Performance and Reliability / Business Continuity

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

10.1 Performance

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

10.2 Reliability

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

11. Monitoring

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

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

B) Site Design and Template Management
1. Data Input

    a. The system shall support the customization of data entry forms used by content contributors.
    b. Describe what entry form controls are available.
    c. Specify how distributed the controls can be.
    d. Describe how the entry forms are customized, and how granular the customization options are.
    e. Specify how many customized data fields can be added.
    f. Describe how the data from the entry forms are stored in the system.
    g. Describe available mechanisms for importing a website's entire template infrastructure.
    h. Specify whether the system recognizes Dreamweaver template tags.

2. Data Output

    a. The templates shall support the standards based development of web pages and other documents in HTML, XHTML, CSS, Javascript, XML, and XSLT.

        i. Please specify other open standards that the templates may support.

    b. The system shall support the creation of reusable page components for headers, footers, navigation, RSS feeds, etc.

        i. Please specify how reusable page components are created within the system.

c. Pages, documents, and other files shall remain attached to the templates and page components after they are generated, enabling them to be automatically updated when templates/components are changed.

d. The system shall support the use of standard server-side scripting languages in templates and page components.

      i. Describe the scripting languages supported by the system.

e. The output of the system's built-in WYSIWYG editor shall be XML/XHTML strict compatible. (see VI.C.3)

f. Templates shall use well-formed valid XML.

      i. Please specify what mark up or scripting is required to make templates within the system.

g. Specify how the system natively supports the creation of an unlimited number of templates controlling the output of content in multiple formats, including text only, HTML, XHTML, XML, RSS, PDF, DOC, and web-enabled formats for cell phones and PDAs.

h. Specify any code generated by the system that developers cannot control.

i. Describe how the system supports batch publication of content simultaneously so that changes do not have to be published on an item by item basis.

j. Specify how the system supports the creation of templates for output in multiple languages (see section VI.D.6.a. Multilingual).

k. Specify whether the system includes a built-in RSS reader.

C) Asset Management

1. System Compatibility

a. Describe if the CMS uses a web browser-based client, with similar formatting, performance, and functionality across the Microsoft Windows and Apple Macintosh (OS 10.3 and later) platforms.

b. Describe if the system requires any non-browser client-side software.

c. Describe how the CMS provides for similar formatting, performance, and functionality across these browsers:

      i. Windows: IE 6.x and above (including recently released 7.x), Mozilla Firefox 1.x and above, Netscape 7.x and above.
      ii. Mac: Mozilla Firefox 1.x and above, Safari 1.x and above.
      iii. Linux: Mozilla Firefox 1.x and above.

d. Describe specific functions not supported on specific browsers and systems.

2. Workflow

a. Specify how the system supports decentralized workflow customization on the basis of sub-domains, workgroups, file system directories, and individual pieces of content.

      i. Does the CMS have "check-in/check-out" capability?
      ii. Can website managers be notified via email or another mechanism that drafts are awaiting review?
      iii. Can website managers determine the state of drafts and who should be reviewing them?
      iv. Can website managers be notified if drafts have not been published after a specific period of time (day, week, other)?
      v. Can pages be previewed before they are published?

b. Specify whether authors are able to:

    i. Edit a page directly by clicking on a link on the published website.

    ii. Visually compare two different versions of a page in web browser view.

    iii. Save content and continue editing without having to exit and re-enter the text editor, regardless of the view.

    iv. Create/edit a page, and then save his/her work for later access to continue editing, without the need to publish the file or send it for review.

    v. Upload a document to production at the same time a page is submitted (if the CMS end user is authorized to do so).

3. **WYSIWYG Editing**

a. Does the system allow users to edit content in both WYSIWYG and HTML modes?

b. Specify whether the system supports the customization or restriction of text formatting options for the WYSIWYG editor.

c. Describe how the CMS handles copying and pasting code and formatted text from other applications (such as Microsoft Office applications) and whether the system employs methods that preserve formatting and special characters.

d. Specify whether the WYSIWYG editor can be configured or customized to require entry of ALT attributes for images.

e. Specify whether the system makes commonly used functions accessible via shortcut buttons and menu options and describe those functions.

f. Describe any wizards available within the WYSIWYG editor.

4. **Content Creation and Editing**

a. Does the system associate each page of the website with a contact/owner identified by name and email address?

b. When a page is altered in any instance, the system shall capture the date and time of last edit, as well as who made the edit. Specify whether and how this data can be automatically stamped on the page.

c. Specify whether the CMS provides an interface for the creation of online web forms. Describe the interface's ability to specify form validation as well as data capture of submitted form values both into email as well as a database.

d. Describe how the CMS handles changing ownership of a page when someone leaves the university or changes jobs within the organization, or passes ownership to another person.

e. Specify whether the CMS accommodates special characters.

f. Specify whether the CMS can require the author to manually certify that content has been reviewed against publication standards (accessibility, security, etc.) as set by the State to assess content quality and usefulness.

g. Describe how the CMS allows authors to create temporary redirects for the purpose of generating "marketing friendly URLs."

5. **Content Quality Checks**

a. The CMS shall include a utility for checking link integrity and generating "dead link reports" on a scheduled basis, or as an alternative, specify third-party link-checking utilities that may be integrated.

    i. Can link-check reports be automatically emailed to the appropriate website manager(s)?

b. The CMS shall have content quality checks in place for:

    i. Spelling

       1. Does the spell checker have a customizable dictionary?

       2. Does the WYSIWYG editor include an in-line spell checker?

    ii. Grammar

iii. Section 508 compliance

c. Specify whether the CMS automatically checks pages for W3C/508 standards compliance and/or has an automatic HTML clean-up utility (see VI.E Accessibility requirements for more information).

6. **Content Inventory and Tracking**

a. Describe the types of reports web managers are able to schedule, generate, and receive for pages within the manager's purview, such as:

    i. Site map for a web area
    ii. Page name/location
    iii. Page owner (and highlight those with no owner)
    iv. History of ownership
    v. Page timestamp (and highlight those pages not touched with a certain time, such as month, 3 months, 6 months, year, etc.)
    vi. Broken links
    vii. Orphaned pages
    viii. Asset summaries or abstracts that allow users to tell what it is without having to view the page directly

b. Specify whether users are able to track pages at a high level that are published/managed outside the CMS environment, particularly non-HTML documents such as PDF, Word or PPT files that may be linked from the website and need the same oversight as HTML pages.

D) Content Management Requirements
1. Importing Content

a. Describe the tools that will be available for importing existing content.
b. Describe how existing websites can be migrated to the CMS.

2. Metadata

a. Does the CMS capture content metadata?. Specify the standard metadata that is captured and how it is managed.
b. Describe the system's ability to display an entire website's sitemap or partial sitemap (i.e., from a particular node of the site and a user-defined number of layers below).
c. Describe the system's support for creating custom metadata fields in addition to the system's default metadata fields.

    i. Can administrators establish predefined vocabularies and various element restrictions?

d. Specify whether the CMS has an internal search function that allows authors and managers to search web pages and metadata.

3. Content Repository

a. Does the CMS facilitate the creation and management of content in a central content repository, to be shared across multiple domains and sub-domains?
b. Describe the system's central content repository infrastructure. Please provide details pertaining to:

    i. User access and restrictions.
    ii. How objects are organized and distinguished from one another.
    iii. Whether the repository can be used as the central and definitive content source (e.g., a central image repository, metadata element value repository, and other digital assets that can be reused).

        iv.   Whether the repository can manage content objects which are stored in external repositories or systems.

  c. Describe how the content repository supports distribution of varied content types.

  d. Describe how the CMS allows website managers to include shared assets on their web pages and whether they can monitor changes to those assets.

<u>Supported File Formats</u>

  e. Is the content repository able to store and support multiple file formats for capture, registration (check-in), classification, attachment to workflows, editing, printing, and managing as records, such as MSOffice formats, XML, HTML, Adobe formats, various image and multimedia formats, etc.

  f. Specify supported compression methods.

  g. Specify additional supported formats.

  h. Specify other multi-media handling capabilities (video, audio, etc).

  i. Specify your approach to electronic content format upgrades. How will evolving content formats be managed, and what method is used for preserving access to original formats?

  j. Specify the level of backwards compatibility support on previous application versions, for all content types listed.

4. Multiple Formats

  a. Web content is being used on more devices and in more formats now than in the past – including RSS readers, cell phones, tablets, and PDAs. Describe how the system supports the publication of content into multiple formats including:

        i.   Text only
        ii.   HTML
        iii.   XHTML
        iv.   PDF
        v.   Microsoft Office document formats

  b. Specify whether, and how, the CMS supports the delivery of content to web-enabled devices.

  c. Describe how the CMS supports output of content as XML, to allow for publication in other media (such as print publications).

5. Content Distribution

  a. Specify how website managers are able to define, create, and manage content feeds for their content via an RSS system.

  b. Specify whether RSS/XML feeds are W3C standards compliant.

  c. Describe any per-feed customization features that may be contained within the system's RSS/XML functionality.

6. Multilingual

  a. Describe how your CMS provides multilingual capabilities, and if so, what languages are supported.

7. Friendly URLs

  a. Does the CMS generate or provide the user with the ability to create human-readable and search-engine-friendly URLs for published content? Describe how the system accomplishes this.

  b. Specify whether the CMS provides permanent links to documents that remain available but move within a site.

E) Accessibility

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

1. **CMS administrative tools / dashboard**

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

2. **Output (production website)**

   a. Describe how the CMS supports the creation of pages that are W3C/508 compliant in the following ways:

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

F) Security and Audit
   1. Security

Security Requirements

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

Security Questions

a. Is your system susceptible to any of SANS Top 20 security vulnerabilities for Windows and UNIX described at http://www.sans.org/top20?

b. If so, which ones?
c. What is the timetable for correcting these vulnerabilities?

d. Is the proposed system susceptible to any of the Open Web Application Security Project (OWASP) Top 10 critical web application security vulnerabilities described at http://www.owasp.org/index.php/OWASP_Top_Ten_Project?

e. If so, which ones?
f. What is the proposed timetable for correcting these vulnerabilities?

g. What is the proposed method for authenticating and authorizing users?
h. Describe the security-related certifications held by those involved with this product's development and support. Examples of recognized certifications include: SANS GSEC, CISSP, MCSE, and CCIE.
i. Describe the proposed process for writing secure code. Describe how developers are trained in writing secure code.
j. Provide a copy of the End User License Agreement.
k. Provide an evaluation copy of the software that will allow the State to conduct a security assessment.
l. Specify if source code needs to be stored on the production server.

2. Audit

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

3. Logon Procedure

a. Specify whether the system is capable of limiting the number of logon attempts with a lock-out period for repeated failed logon attempts.

   i. Describe what is displayed after a failed logon attempt.
   ii. Can this function be customized?

G) Training and Support
1. Training

a. Describe the types of online self-help, training materials, tutorials, and any other help modules provided by the system.

   i. Is online contextual help available at the time of content entry?
   ii. Is online help searchable?

b. Provide a list of the printed documentation provided for installation, operation, use, and administration of the CMS.
c. Specify whether an in-person, train-the-trainer program covering all user levels will be provided and describe the program.
d. Describe any skill evaluation tools that will be provided.
e. Specify and describe any help files provided by the system and whether they can be customized for MDE's instance(s) of the system.

2. **Support**

a. Describe if and how support will be provided 24x7 and the time frame for guaranteed initial response time.
b. Specify whether on-site support of initial installation will be provided.
c. Describe other services for maintaining the CMS in a supported state.

    i. Describe any online user communities that exist.
    ii. Describe methods that will be used for communicating with customers.
    iii. Describe any client gatherings/conventions that are held.

H) Extensibility
1. Integration

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

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

2. Languages

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

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

I) Reporting/Statistics

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

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

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

J) Versioning

1. Does the CMS support versioning and saving of previous iterations of a page? Describe methods of versioning and saving, including storage/resource requirements for such.

2. Does the CMS include "sunrise/sunset" capability, allowing content contributors to schedule content for publication, expiration, or archiving by date/time?

3. Is the CMS able to set a "reminder" by date/time for each page to alert a website manager that content needs to be updated?

4. Specify and describe how the system supports unlimited rollback with the ability to revert to any previous iteration of a page.

5. Specify whether the CMS provides a redlining function to allow a visual comparison of versions.

K) User Management

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

1. Does the system shall support distributed administration of users and roles?

2. Describe the system's ability to provide granular, flexible, customizable, and distributed rights authorization.

   a. How are roles and responsibilities assigned?
   b. Does the system allow for customization of roles and responsibilities?
   c. Does the system support the creation of groups with specific permissions?
   d. Does the system allow single users to be members of multiple groups?
   e. Does the system support the creation of sub-groups?

3. Provide examples that demonstrate the flexibility of proposed user management tools.

ATTACHMENT 14 - List of MDE Web Server Applications

a) **MDE Customer Service Directory Search Form**
   http://www.mde.state.md.us/contactUs/cussvcsearch/default.asp

   Provides an ASP web form that allows users to search the MDE Customer Service Directory by Function/Keyword and by MDE Administration/Office.

b) **Shellfish Harvesting Waters Restriction Advisory (Daily Shellfish Advisory)**

   http://www.mde.state.md.us/CitizensInfoCenter/FishandShellfish/shellfish_advisory/Updates/login.asp

   Provides the Shellfish Program in the Science Services Administration (SSA) to enter/update daily data about MDE Shellfish Harvesting Waters Conditional Closures and to upload a daily Chesapeake Bay rainfall image.

   The application updates the Daily Shellfish Advisory page:

   http://www.mde.state.md.us/CitizensInfoCenter/FishandShellfish/shellfish_advisory/

   The advisory page displays the uploaded image, and shows whether or not any of the 15 river zones is closed, and if so, provides details about the harvesting restrictions plus reopening date. It also generates an Excel spreadsheet of the closure log that is printed, emailed/faxed as advisory to the Department of Natural Resources and other agencies.

c) **County Recycling Services**

   http://www.mde.state.md.us/Programs/LandPrograms/Recycling/Local/index.asp

   Provides user a selection dropdown boxes to display a listing of county recycling information. Displays data on main county recycling contacts including email and phone numbers, website address, list of recycling services provided, and other info. Also provides details on all drop-off sites for the county such as location/address, hours, phone number, and materials collected.

d) **Electronics Recycling and Reuse Companies**
   http://www.mde.state.md.us/Programs/LandPrograms/Recycling/SpecialProjects/collection/resources.asp

   Lists list of electronic recycling (e-cycling) companies by county in Maryland. Provides addresses, phone numbers, company websites, hours of operation, and materials accepted.

e) **Drought Coordinators**
   http://www.mde.state.md.us/Water/Drought/coordinators/

   Provides a dropdown selection list that displays a listing of drought coordinator information by county.

f) **County Grant Administrators, Loan Officers and Project Managers**

   http://www.mde.state.md.us/Programs/WaterPrograms/WQIP/gl_officers/

   Provides a dropdown selection list that displays a listing by county of MDE grant administrators, loan officers, and project managers that could assist local governments with understanding and complying with the applicable regulatory and programmatic requirements associated with applications for grants or with

funds received from federal capital funds consisting of federal EPA construction grants, special federal appropriations grants, and State revolving loan funds for water quality and drinking water projects.

g) **Contractors Providing Lead Paint Abatement Services in Maryland**
http://www.mde.state.md.us/Programs/LandPrograms/LeadCoordination/homeOwners/search/contractor.asp

Displays listings of residential, commercial and public building contractors (RC) by Maryland regions that have been accredited by MDE to provide lead inspection services. Provides the following information per contractor: address, phone number, accreditation certificate number, expiry, contact, regions of operation, types   of   work   performed.

h) **Inspectors Providing Lead Paint Abatement Services in Maryland**

http://www.mde.state.md.us/Programs/LandPrograms/LeadCoordination/homeOwners/search/inspector.asp

Displays listings of inspection contractors (IC) by Maryland regions that have been accredited by MDE to provide lead inspection services. Provides the following information per Contractor: address, phone number, accreditation certificate number, expiry, contact, regions of operation, types of work performed.

i) **Open and Closed Petroleum Subsurface Investigation/Remediation Cases in Maryland**

http://www.mde.state.md.us/Programs/LandPrograms/Oil_Control/RemediationSites/OCP/index.asp
(Open Cases)

and

http://www.mde.state.md.us/Programs/LandPrograms/Oil_Control/RemediationSites/OCP_Closed/index.asp (Closed Cases)

Provides users a source for locating petroleum subsurface cases within the State. Lists location address, case number and date opened or closed.

j) **Maryland Lead Registry**

http://www.mde.state.md.us/Programs/LandPrograms/LeadCoordination/Registry/

Provides the users a search form that displays listings of properties that are registered and have current lead inspection certificates. Lists property addresses and registration certificate information.

k) **Maryland 303d List Search**
http://www.mde.state.md.us/Programs/WaterPrograms/TMDL/Maryland%20303%20dlist/303d_search/

Provides users a search form that displays listings of impaired surface waters in Maryland as listed in the State 303(d) list report. It allows search of the 2004 303(d) list by water body, by basin code, by listing category, and by impairment category. It also provides a clickable map view data.

l) **Board of Waterworks and Waste System Operators Training List**
http://www.mde.state.md.us/Permits/WaterManagementPermits/env_boards/search/search.asp

Provides users a search form that displays a list of trainings for Waterworks and Waste System Operator/Superintendents. Displays the course code, sponsor, program title, no of credit units, operator/superintendent level, process/non-process category of the course.

m) Notice of Applications Received by the Voluntary Cleanup Program

http://www.mde.state.md.us/Programs/LandPrograms/ERRP_Brownfields/vcp_info/vcpapps/

Provides users a search form that displays a list of applications for participation in the Voluntary Cleanup Program (VCP) received by the Maryland Department of the Environment since October 1, 2004. Lists the applicant and property name and address, property name, date received and VCP Manager.

n) VEIP Test Locations by County

http://www.mde.state.md.us/Programs/AirPrograms/Mobile_Sources/veip/veipfacilities/

Provides a dropdown selection list that displays the addresses, hours of operations of VEIP locations by county.

o) VEIP Certified Emissions Repair Facilities

http://www.mde.state.md.us/Programs/AirPrograms/Mobile_Sources/veip/veiprepair/search.asp

Provides users a search form that displays facilities certified to participate in Maryland's voluntary Certified Emissions Repair Facility (CERF) program. Each CERF employs qualified personnel and possesses diagnostic equipment to perform effective repairs on vehicles that fail the emissions test. It lists by county the facility name, address, phone number, and mapquest links for map and directions.

p) PIA Requests
http://www.mde.state.md.us/CitizensInfoCenter/PublicInfoAct/Submit%20a%20PIA%20Request/index.asp

Allows submission of Public Information Act (PIA) requests by the public at large. The application starts with entry of requestor and billing information, then a search for a specific facility of interest, for which specific program records may be requested. The application enters the requests in the *pmde* instance of an Oracle8i database. The application sends an email to the PIA coordinator to provide notice that a request has been submitted.

q) MDE Calendar
http://www.mde.state.md.us/_admin/calendar/

The application has an admin interface that allows users to login, add and edit calendar events, edit calendar event categories, and edit user accounts, profiles, and groups.

The calendar events were displayed on the page:
http://www.mde.state.md.us/AboutMDE/calendar/

This page has been withdrawn due to SQL Injection attacks. (This URL now displays a listing of calendar events entered manually using the CMS.) The page featured the events in a list or calendar grid format. It also provided the forum for users to submit events announcements which were subject to approval by the application administrator.

r) MDE Job Bank
http://www.mde.state.md.us/jobbank/admin/login.asp

The application has an admin interface that allows MDE users to add a new position, to edit and delete a position in the system, to view existing job titles in the system, determine how many applicants have applied for each job title, view and search resumes by function or keyword, edit resume recipients at

MDE, add candidates, edit template correspondence such as Thank You letters, and to update agency info and locations.

The application posts position announcements on the MDE website beginning with the following page:

http://www.mde.state.md.us/JobBank/

The Job Bank pages allow interested parties to subscribe to employment opportunities at MDE and view all open positions. Due to threat of SQL injection, MDE has disabled the ability of applicants to submit applications or resumes online.

s) **MDE Press Releases**
   http://www.mde.state.md.us/pressroom/admin/login.asp

The application has an admin interface that allows MDE users to login, add, edit, delete news articles (MDE press releases), view active, inactive or all articles, as well as rebuild all articles. The application generates an html page of each article. Titles of the latest three articles added are displayed in the "Current News" section of the MDE homepage.

The current month's articles are listed on the press releases page:

http://www.mde.state.md.us/pressroom/press_releases.asp

The page shows the title, date, and summary of each article. The page also allows users to view all MDE press releases from 1997 to current using dropdown selection lists located on the right blue column of the page.

t) **Maryland Wetland Bibliography**
   http://www.mde.state.md.us/Programs/WaterPrograms/Wetlands_Waterways/documents_information/wetbib/default.asp

Provides users a search form that displays a listing of documents located at MDE up to the year 2000. These documents include biological references, journals, scientific studies, conference proceedings, and waterway project information. The list provides bibliographic data for each material in the collection.

u) **Private Foundations for Wetlands Restoration Funding**

   http://www.mde.state.md.us/Programs/WaterPrograms/Wetlands_Waterways/apps/fundinglist/PrivFoundations.asp

Lists private foundations that provide funding and assistance for wetland restoration projects. Displays the foundation names and foundation fields of interests. Also, lists contact information and some funding eligibility criteria.

v) **SmartSite Content Management System (MDE CMS)**
   http://www.mde.state.md.us:8001/login.asp

SmartSite allows the distribution of web tasks among designated personnel from the different units and administrations of the MDE.   The CMS allows for collaborative web content publishing that tracks the status and assignment of tasks to users using a content workflow. The workflow has at least three stages: content editing, content approval and content publication. The SmartSite administration interface has nine sections:

1) Task Sheet that displays the outstanding edit/approve/publish queue

2) Reports that shows content/user/workflow status and history reports and Link Scan reports

3) Users that is used for creating and managing user accounts

4) User Groups for creating and managing user groups

5) Workflows for setting up content edit and approval chain

6) Site Sections, equivalent to a site map for displaying the folder-based hierarchy and structure of the website

7) Templates that lists the content and navigation templates and guide

8) CMS Settings that defines the CMS implementation conditions

9) Content that shows the interface for working with the individual website content pieces.

w) **Press Releases on Enforcement & Compliance**
http://www.mde.state.md.us/AboutMDE/enfcomp.asp

Lists links to all press releases related to enforcement & compliance activities of the Department from April, 2007 to present

x) **Maryland Online Tier II Reporting System (MOTTRS)**

https://securesite.mde.state.md.us/mdetier2/

Allows covered facilities to enter their Tier II Emergency and Hazardous Chemical Inventory Reports (as required by Section 312 of the federal Emergency Planning and Community Right-to-Know Act). The facilities, using a secured login, enter in detailed reports about the hazardous materials they use or store on-site.

y) **Maryland Reported Sewer Overflow Database**

http://www.mde.state.md.us/Programs/WaterPrograms/overflow/index.asp

Provides users a search form that displays sewage overflow and bypass information reported to MDE since 2005. Data displayed include type of overflow, municipality, NPDES number, zip code, county, receiving water body, date and time discovered, and estimated quantity released in gallons.

z) **Complete List of Links to eMDE Enforcement and Compliance Notes**

http://www.mde.state.md.us/ResearchCenter/Publications/General/emde/ec_search/index.asp?qco=&action=1&B1=Search&action2=1

Lists links to all eMDE enforcement and compliance notes (January 2005 – August 2007).

Note: eMDE homepage is at:
http://www.mde.state.md.us/ResearchCenter/Publications/General/eMDE/home/index.asp)

aa) **Relationships of Applications on MDE's Web Server**

Most of the applications previously listed in this Attachment 14, as well as those listed in the following table, are independent of each other.

The only exceptions would be applications that connect to the same database instance but use different tables. Those applications are:

o PIA & Tier II connect to the same Oracle database instance but each application uses different tables.
o MDE CMS, Press Releases, Calendar & Job Bank connect to the same SQL Server 2000 database instance but each application uses different tales.

Table 1 - MDE Application Databases

Application	97 MS Access	2000 MS Access	FoxPro	SQL Server 2000	Oracle 8i
MDE CMS				MDECMS	
Customer Service Directory	custserv.mdb				
Shellfish Daily Advisories		shellfish.mdb			
Recycling Contacts	recycling_contacts.mdb				
Electronics Recycling and Reuse Companies (eCycling)	waste2002.mdb				
Drought Coordinators	Drought_Coordinators.mdb				
Grant, Loan Officers		gl_officers.mdb			
Lead Inspectors & Contractors			WebContr.dbf; WebInspt.dbf		
Lead Registry	LeadRegistry.mdb				
Oil Control Program Open and Closed Remediation Cases	Open_OCP.mdb; Closed_OCP.mdb				
303d List		new303d_2004.mdb			
Board of Waterworks and Waste System Operators Training List		trelist.mdb			
Voluntary Cleanup Program Applicants		vcpapplicants.mdb			
VEIP Locations	veipfacilities.mdb				
Certified Emissions Repair Facilities	veiptrelist.mdb				
PIA					pmde
MDE Calendar*				MDECalendar	

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Application	97 MS Access	2000 MS Access	FoxPro	SQL Server 2000	Oracle 8i
Job Bank				JobBank	
Press Room				MDENews	
Wetlands Bibliography	wetlands.mdb				
Wetlands Private Foundations*		Private_Foundations.mdb			
Press Releases on Enforcement & Compliance		ec_pr.mdb			
Online Tier II Reporting System					pmde
Reported Sewer Overflow		overflow.mdb			
eMDE Enforcement and Compliance Notes**		emde_ec.mdb			

*Application removed due to SQL Injection attacks.

The Lead Contractors & Inspectors Application is in Fox Pro and all other applications are small stand alone Access Databases.

ATTACHMENT 15 – CURRENT OPERATING ENVIRONMENT

1) **Server Hardware and Software:**

    a) Production Web Server

- Operating System: Windows 2000 Advanced Server with SP4 and IIS 5

- Server: HP ProLiant ML-570 (4 Intel Xeon P-III 700 MHz processors, 3 GM RAM, 4x36 GB HDD (RAID-5))

    b) Development Web Server

- Server: HP DL-380

- Operating System: Windows Server 2003 Enterprise Edition with SP 2 and IIS 6

    c) Database Server

- Operating System: Windows Server 2003 Enterprise Edition with SP2

- Database: SQL Server 2000 Enterprise Edition (SP4)

- Server: HP ProLiant DL-380-G4 (2 Intel Xeon P-4 3.80 GHz single core processors, 4 GB RAM, 2x72 GB (RAID-1) HDD & 2x146 GB (RAID-1) HDD

    d) Web Development and Maintenance Software

- Smartsite CMS

- Ektron eWebEditPro

- Jmail

- Microsoft Commerce Server 2002

- LinkScan

- SA Fileup

- Webtrends 8.0

2) **Workstation Software:**

    a) Operating System: Windows XP

    b) Software:

- Web-based Smartsite CMS Client

- Adobe Web Premium CS3 (Dreamweaver, Flash, Photoshop, Acrobat Professional)

- Microsoft Visual Studio 2005

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

- Oracle 8.1.7.4.1 (not supported for new system deployments)

- Oracle 9.2.0.7.0 (not supported for new system deployments)

- Oracle 10.2.0.3.0 (not supported for new system deployments)

- Oracle 10.2.3.0

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

4) Document Management:

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

5) MDE Current Systems / Project Documentation:

a) MDE Website Standard Operating Procedure (11-4-2006)

b) Application Descriptions (See Attachment 14)

c) Application User Guides for:

    a. Smartsite Content Management System (CMS)

    b. Job Bank/Employment Manager

    c. MDE Calendar

    d. News Manager/Press Releases

    e. Shellfish Daily Advisory

d) MDE Website Style Guide

e) MDE CMS Database Documentation

f) MDE Website Maintenance Plan

g) 2008 State Branding Guidelines

h) DECO/Canton Group Discovery and Analysis Report (Available in the MDE Reading Room)

i) DECO/Canton Group Web Revamp Concept Plan (Available in the MDE Reading Room)

EXHIBIT A

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

Printed Name and Address
of Employee or Agent

Signature

Date

_____   _____   _____

_____   _____   _____

_____   _____   _____

_____   _____   _____

_____   _____   _____