



**Consulting and Technical Services (CATS)**

**Task Order Request for Proposals (TORFP)**

**WEBSITE MAINTENANCE & SUPPORT**

**CATS TORFP PROJECT NUMBER T00P9200025**

**DEPARTMENT OF BUSINESS AND ECONOMIC DEVELOPMENT**

**ISSUE DATE: SEPTEMBER 29, 2008**

# CONTENTS

<b>SECTION 1 - ADMINISTRATIVE INFORMATION</b> .....	<b>5</b>
1.1. RESPONSIBILITY FOR TORFP AND TO AGREEMENT .....	5
1.2. TO AGREEMENT .....	5
1.3. TO PROPOSAL SUBMISSIONS .....	5
1.4. ORAL PRESENTATIONS/INTERVIEWS .....	5
1.5. MINORITY BUSINESS ENTERPRISE (MBE) .....	5
1.6. CONFLICT OF INTEREST .....	5
1.7. NON-DISCLOSURE AGREEMENT .....	6
1.8. LIMITATION OF LIABILITY CEILING .....	6
1.9. ACRONYMS .....	6
<b>SECTION 2 - - SCOPE OF WORK</b> .....	<b>7</b>
2.1. PURPOSE AND BACKGROUND AND OBJECTIVES.....	7
2.2. PROFESSIONAL DEVELOPMENT.....	7
2.3. TO CONTRACTOR PERSONNEL DUTIES AND RESPONSIBILITIES .....	7
2.4. PERFORMANCE EVALUATION AND STANDARDS .....	21
2.5. MITIGATION PROCEDURES .....	21
2.6. WORK HOURS .....	21
2.7. DELIVERABLES .....	21
2.8. REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES .....	23
2.9. TO CONTRACTOR PERSONNEL MINIMUM QUALIFICATIONS .....	23
2.10. TO CONTRACTOR EXPERTISE REQUIRED .....	24
2.11. SUBSTITUTION OF PERSONNEL.....	24
2.12. NON-PERFORMANCE OF PERSONNEL .....	24
2.13. INVOICING.....	24
2.14. MBE PARTICIPATION REPORTS .....	25
2.15. CHANGE ORDERS.....	25
<b>SECTION 3 - - TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS</b> .....	<b>26</b>
3.1. REQUIRED RESPONSE .....	26
3.2. FORMAT .....	26
<b>SECTION 4 - - PROCEDURE FOR AWARDING A TASK ORDER AGREEMENT</b> .....	<b>29</b>
4.1. EVALUATION CRITERIA .....	29
4.2. TECHNICAL CRITERIA .....	29
4.3. SELECTION PROCEDURES.....	29
4.4. COMMENCEMENT OF WORK UNDER A TO AGREEMENT .....	29
<b>ATTACHMENT 1 –PRICE PROPOSAL</b> .....	<b>30</b>
<b>ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS</b> .....	<b>32</b>
<b>ATTACHMENT 3 – TASK ORDER AGREEMENT</b> .....	<b>41</b>
<b>ATTACHMENT 4 – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE</b> .....	<b>44</b>
<b>ATTACHMENT 5 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY</b> .....	<b>45</b>
<b>ATTACHMENT 6 – DIRECTIONSTO THE PRE-TO PROPOSAL CONFERENCE</b> .....	<b>47</b>
<b>ATTACHMENT 7 - NON-DISCLOSURE AGREEMENT (OFFEROR)</b> .....	<b>48</b>
<b>ATTACHMENT 8 - NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)</b> .....	<b>49</b>
<b>ATTACHMENT 9 – TO CONTRACTOR SELF-REPORTING CHECKLIST</b> .....	<b>51</b>
<b>ATTACHMENT 10 – AGENCY ACCEPTANCE OF DELIVERABLE FORM</b> .....	<b>54</b>
<b>ATTACHMENT 11 – PROJECT REQUEST FORM</b> .....	<b>55</b>
<b>ATTACHMENT 12: TO CONTRACTOR PERFORMANCE REVIEW FORM</b> .....	<b>57</b>
<b>EXHIBIT A</b> .....	<b>61</b>
<b>EXHIBIT B</b> .....	<b>62</b>

## KEY INFORMATION SUMMARY SHEET

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

<b>TORFP Title:</b>	Website Maintenance & Support
<b>Functional Area:</b>	FA2 – Web and Internet Systems
<b>TORFP Issue Date:</b>	09/29/2008
<b>Closing Date and Time:</b>	10/30/2008 at 2:00 PM
<b>TORFP Issuing Agency:</b>	Maryland Department of Economic Business & Economic Development – Information & Technology Management
<b>Send Questions and Proposals to:</b>	Debi Chronister <a href="mailto:dchronister@choosemaryland.org">dchronister@choosemaryland.org</a>
<b>TO Procurement Officer:</b>	Debi Chronister – <a href="mailto:dchronister@choosemaryland.org">dchronister@choosemaryland.org</a> Office Phone Number: 410-767-2211 Office FAX Number: 410-767-2216
<b>TO Manager:</b>	Regina Tilery Office Phone Number: 410-767-3391 Office FAX Number: 410-333-6860
<b>TO Project Number:</b>	T00P9200025
<b>TO Type:</b>	Time and Material
<b>Period of Performance:</b>	12 month (beginning on January 1, 2009 –December 31, 2009 +1 - 1 year renewal option beginning on 1/1/10 and ending on 12/31/10).
<b>MBE Goal:</b>	30 percent
<b>Small Business Reserve (SBR):</b>	Yes
<b>Primary Place of Performance:</b>	Redwood Towers 217 East Redwood Street Baltimore, MD 21202
<b>TO Pre-proposal Conference:</b>	Redwood Towers 217 East Redwood Street, 22 <sup>nd</sup> Floor Conference Room Baltimore, MD 21202 Wednesday, 10/15/08 at 1:30 p.m.

	See Attachment 6 for directions.
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## 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 The Department of Business and Economic Development'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 #T00P9200025. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS TORFP #T00P9200025 Technical". The second file will be the financial response to this CATS TORFP and titled, "CATS TORFP #T00P9200025 Financial". The proposal documents that must be submitted with a signature, Attachment 2 - MBE Forms D-1 and D-2 and Attachment 4 - Conflict of Interest and Disclosure Affidavit, must be submitted as .PDF files with signatures clearly visible.

### 1.4. ORAL PRESENTATIONS/INTERVIEWS

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

### 1.5. MINORITY BUSINESS ENTERPRISE (MBE)

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

### 1.6. CONFLICT OF INTEREST

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

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

## **1.7. NON-DISCLOSURE AGREEMENT**

Certain system documentation may be available for potential Offerors to review at a reading room at 217 E. Redwood Street, Baltimore, Maryland. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement (Offeror) in the form of Attachment 10. Please contact the TO Procurement Officer of this TORFP to schedule an appointment.

In addition, certain documentation may be required by the TO Contractor awarded the 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**

The following is a listing of acronyms used throughout the document:

DBED= Department of Business and Economic Development

TORFP= Task Order Request for Proposals

TO= Task order

COTS= Customizable, Off-The-Shelf

DGS= Dept. of General Services

MOSS = Microsoft Office SharePoint Server

## **SECTION 2 - - SCOPE OF WORK**

### **2.1. PURPOSE AND BACKGROUND AND OBJECTIVES**

#### **2.1.1. PURPOSE**

The Department of Business & Economic Development (DBED) is issuing this Consulting and Technical Services (CATS) Task Order Request for Proposal (TORFP) to provide information to Master Contractors, in order to submit proposals to meet DBED's requirements for expertise, labor, supervision, and materials for enterprise services. Specifically, DBED seeks to obtain the services required for Internet/Intranet Web application maintenance and support as more fully described in this CATS TORFP

#### **2.1.2. REQUESTING AGENCY BACKGROUND**

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

#### **2.1.3. PROJECT BACKGROUND**

The DBED ITM recognizes that with the advent of client-server and web-based systems, the end-user community expects 100% up-time and near instantaneous response time. It is incumbent upon the ITM to assist our internal customers to work as efficiently as possible. The ITM places high expectations upon our staff in terms of deploying well-engineered systems and providing expert resolution of problems. The growth of systems supported by ITM, coupled with the continued expectation that ITM staff will provide "first responder" services to network failures, is driving a need for additional network engineering resources.

### **2.2 PROFESSIONAL DEVELOPMENT**

Networking technology and software products continuously change. The TO Contractor must ensure continuing education opportunities for the personnel provided. This education would be associated with the technologies currently utilized by DBED or anticipated to be implemented by DBED in the near future. With DBED prior approval, the time allocated to these continuing education activities for staff deployed to DBED on a full-time basis may be charged to this task order. Actual course costs are the responsibility of the TO Contractor.

### **2.3 TO CONTRACTOR PERSONNEL DUTIES AND RESPONSIBILITIES**

At a minimum, the work to be accomplished by the TO Contractor personnel under this TORFP shall consist of the following:

The TO Manager will submit a project request (PR) form (see attachment #11) to the TO Contractor for work requested for all work types. The TO Contractor propose their recommended solution along with the estimated time for completion, suggested resources, resource rate, and estimated cost. For all Sub-tasks that will exceed twenty hours to complete, a project plan must be submitted along with the project request form. If proposal submitted in the PR is accepted and the work performed the estimate is a no charge to DBED. If however the PR is not execute DBED will be accountable for the hours beyond one hour.

Work Type 1: Internet/Intranet Web Site/Application: Enhancements, Maintenance, and Support

For purposes of estimating, assume that **2500** hours of work will be performed annually on this work type. The TO Contractor shall:

- Develop or assist in the development of Web sites or applications based on the DBED's current MOSS standards.
  - i. Conduct Review Sessions
  - ii. Develop Web site/application appropriate to requirements
  - iii. Review Web site/application with customer and document code

Process:

1. TO Contractor shall attend/participate in a minimum of one (1) review session for each Web site/application enhancement, support issue, or an upgrade of the application. The attendees at the review session(s) will be a competent and responsible designee of the contractor and the DBED TO manager. Minutes from the review session(s), as a vehicle to verify, document, maintain and feedback the results of each session, shall be prepared and distributed by the Contractor to the meeting participants within three business days following the review session. Minutes shall be reviewed at the beginning of any subsequent review session to ensure accuracy.
2. Upon Completion of the review sessions, TO contractor shall submit a document detailing the TO contractors plan for developing the Web site/application enhancements. The proposed solution will be developed in an environment supplied by DBED. The DBED TO Manager and/or her competent and responsible designee shall test the solution to ensure that it meets DBED's needs as defined in the review sessions. The DBED TO Manager and/or her competent and responsible designee shall direct the TO Contractor to make any necessary scope changes to the solution, if the implemented solution does not function as desired. Once the implemented solution meets DBED's needs the TO Contractor shall migrate the solution to the production environment, with the consent of a competent and responsible designee of the DBED TO manager.
3. Upon Completion of the review sessions, TO contractor shall submit a document detailing the TO contractors plan for solving the Web site/application support issue. The proposed solution will be developed in an environment supplied by DBED. The DBED TO Manager and/or her competent and responsible designee shall test the solution to ensure that it meets DBED's needs as defined in the review sessions. The DBED TO Manager and/or her competent and responsible designee shall direct the TO Contractor to make any necessary scope changes to the solution, if the implemented solution does not function as desired. Once the implemented solution meets DBED's needs, the TO Contractor shall migrate the solution to the production environment, with the consent of a competent and responsible designee of the DBED TO manager.
4. Upon Completion of the review sessions, TO contractor shall submit a design document detailing the TO contractors plan for upgrading to the latest version of the Web site/application application. The proposed solution will be developed in an environment supplied by DBED. The DBED TO Manager and/or her competent and responsible designee shall test the solution to ensure that it meets DBED's needs as defined in the review sessions. The DBED TO Manager and/or her competent and responsible designee shall direct the TO Contractor to make any necessary scope changes to the solution, if the implemented solution does not function as desired. Once the implemented solution meets DBED's needs the TO Contractor shall migrate the solution to the production environment, with the consent of a competent and responsible designee of the DBED TO manager.
5. The TO contractor will perform a transfer of any specialized knowledge required to maintain or update any of the developed enhancements, solved support issues or the upgraded Web site/application to personnel nominated by DBED and provide documentation of the programming



code used to develop the application, and any written documentation that helps to maintain or update the Web site/application.

6. The TO Contractor shall finalize any code documentation, along with a signed acceptance form (see attachment #10) and submit to the TO Manager.

- Develop or assist in the development of ESRI GIS Web applications.

- i. Conduct Application Review Sessions

- ii. Develop GIS Web application appropriate to requirements

- iii. Review GIS Web application with customer and document code

Process:

1. TO Contractor shall attend/participate in a minimum of one (1) review session for each GIS Web application enhancement, support issue, or an upgrade of the application. The attendees at the review session(s) will be a competent and responsible designee of the contractor and the DBED TO manager. Minutes from the review session(s), as a vehicle to verify, document, maintain and feedback the results of each session, shall be prepared and distributed by the Contractor to the meeting participants within three business days following the review session. Minutes shall be reviewed at the beginning of any subsequent review session to ensure accuracy.
2. Upon Completion of the review sessions, TO contractor shall submit a document detailing the TO contractors plan for developing the GIS Web application enhancements. The proposed solution will be developed in an environment supplied by DBED. The DBED TO Manager and/or her competent and responsible designee shall test the solution to ensure that it meets DBED's needs as defined in the review sessions. The DBED TO Manager and/or her competent and responsible designee shall direct the TO Contractor to make any necessary scope changes to the solution, if the implemented solution does not function as desired. Once the implemented solution meets DBED's needs the TO Contractor shall migrate the solution to the production environment, with the consent of a competent and responsible designee of the DBED TO manager.
3. Upon Completion of the review sessions, TO contractor shall submit a document detailing the TO contractors plan for solving the GIS Web application enhancement support issue. The proposed solution will be developed in an environment supplied by DBED. The DBED TO Manager and/or her competent and responsible designee shall test the solution to ensure that it meets DBED's needs as defined in the review sessions. The DBED TO Manager and/or her competent and responsible designee shall direct the TO Contractor to make any necessary scope changes to the solution, if the implemented solution does not function as desired. Once the implemented solution meets DBED's needs, the TO Contractor shall migrate the solution to the production environment, with the consent of a competent and responsible designee of the DBED TO manager.
4. Upon Completion of the review sessions, TO contractor shall submit a design document detailing the TO contractors plan for upgrading to the latest version of the GIS Web application. The proposed solution will be developed in an environment supplied by DBED. The DBED TO Manager and/or her competent and responsible designee shall test the solution to ensure that it meets DBED's needs as defined in the review sessions. The DBED TO Manager and/or her competent and responsible designee shall direct the TO Contractor to make any necessary scope changes to the solution, if the implemented solution does not function as desired. Once the implemented solution meets DBED's needs the TO Contractor shall migrate the solution to the production environment, with the consent of a competent and responsible designee of the DBED TO manager.

5. The TO contractor will perform a transfer of any specialized knowledge required to maintain or update any of the developed enhancements, solved support issues or the upgraded GIS Web application to personnel nominated by DBED and provide documentation of the programming code used to develop the application, and any written documentation that helps to maintain or update the GIS Web application.
6. The TO Contractor shall finalize any code documentation, along with a signed acceptance form (see attachment #10) and submit to the TO Manager.

- Provide assistance as needed with DBED's Intranet

- i. Conduct Review Sessions
- ii. Develop Intranet appropriate to requirements
- iii. Review Intranet Web pages with customer and document code

Process:

1. TO Contractor shall attend/participate in a minimum of one (1) review session for each Intranet enhancement, support issue, or an upgrade of the application. The attendees at the review session(s) will be a competent and responsible designee of the contractor and the DBED TO manager. Minutes from the review session(s), as a vehicle to verify, document, maintain and feedback the results of each session, shall be prepared and distributed by the Contractor to the meeting participants within three business days following the review session. Minutes shall be reviewed at the beginning of any subsequent review session to ensure accuracy.
2. Upon Completion of the review sessions, TO contractor shall submit a document detailing the TO contractors plan for developing the Intranet enhancements. The proposed solution will be developed in an environment supplied by DBED. The DBED TO Manager and/or her competent and responsible designee shall test the solution to ensure that it meets DBED's needs as defined in the review sessions. The DBED TO Manager and/or her competent and responsible designee shall direct the TO Contractor to make any necessary scope changes to the solution, if the implemented solution does not function as desired. Once the implemented solution meets DBED's needs the TO Contractor shall migrate the solution to the production environment, with the consent of a competent and responsible designee of the DBED TO manager.
3. Upon Completion of the review sessions, TO contractor shall submit a document detailing the TO contractors plan for solving the Intranet enhancements support issue. The proposed solution will be developed in an environment supplied by DBED. The DBED TO Manager and/or her competent and responsible designee shall test the solution to ensure that it meets DBED's needs as defined in the review sessions. The DBED TO Manager and/or her competent and responsible designee shall direct the TO Contractor to make any necessary scope changes to the solution, if the implemented solution does not function as desired. Once the implemented solution meets DBED's needs, the TO Contractor shall migrate the solution to the production environment, with the consent of a competent and responsible designee of the DBED TO manager.
4. Upon Completion of the review sessions, TO contractor shall submit a design document detailing the TO contractors plan for upgrading to the latest version of the Intranet. The proposed solution will be developed in an environment supplied by DBED. The DBED TO Manager and/or her competent and responsible designee shall test the solution to ensure that it meets DBED's needs as defined in the review sessions. The DBED TO Manager and/or her competent and responsible designee shall direct the TO Contractor to make any necessary scope changes to the solution, if the implemented solution does not function as desired. Once the implemented solution meets

- DBED's needs the TO Contractor shall migrate the solution to the production environment, with the consent of a competent and responsible designee of the DBED TO manager.
5. The TO contractor will perform a transfer of any specialized knowledge required to maintain or update any of the developed Intranet enhancements, solved support issues or the upgraded Intranet to personnel nominated by DBED and provide documentation of the programming code used to develop the application, and any written documentation that helps to maintain or update the Intranet.
  6. The TO Contractor shall finalize any code documentation, along with a signed acceptance form (see attachment #10) and submit to the TO Manager.

#### Work Type 2: Authentication using Active Directory

For purposes of estimating, assume that **100** hours of work will be performed annually on this work type. The TO Contractor shall:

- Research, document, recommend and implement authentication procedures for MOSS Content Management System, IIS and current Operating System.
  - i. Research and Document programming and configuration related issues
  - ii. Prepare Programming and Configuration Standard Documentation
  - iii. Prepare Design Document for the Implementation of configurations based on selected standard for Active Directory Authentication with DBED's current environment.
  - iv. Implement configurations based on selected standard for Active Directory Authentication with DBED's current environment.

#### Process:

1. TO Contractor shall attend/participate in a minimum of one (1) review session for each authentication enhancement, support issue, or an upgrade of the application. The attendees at the review session(s) will be a competent and responsible designee of the contractor and the DBED TO manager. Minutes from the review session(s), as a vehicle to verify, document, maintain and feedback the results of each session, shall be prepared and distributed by the Contractor to the meeting participants within three business days following the review session. Minutes shall be reviewed at the beginning of any subsequent review session to ensure accuracy.
2. Upon Completion of the review sessions, TO contractor shall submit a document detailing the TO contractors plan for developing the authentication enhancements. The proposed solution will be developed in an environment supplied by DBED. The DBED TO Manager and/or her competent and responsible designee shall test the solution to ensure that it meets DBED's needs as defined in the review sessions. The DBED TO Manager and/or her competent and responsible designee shall direct the TO Contractor to make any necessary scope changes to the solution, if the implemented solution does not function as desired. Once the implemented solution meets DBED's needs the TO Contractor shall migrate the solution to the production environment, with the consent of a competent and responsible designee of the DBED TO manager.
3. Upon Completion of the review sessions, TO contractor shall submit a document detailing the TO contractors plan for solving the authentication support issue. The proposed solution will be developed in an environment supplied by DBED. The DBED TO Manager and/or her competent and responsible designee shall test the solution to ensure that it meets DBED's needs as defined in the review sessions. The DBED TO Manager and/or her competent and responsible designee shall direct the TO Contractor to make any necessary scope changes to the solution, if the implemented solution does not function as desired. Once the implemented solution meets DBED's needs, the TO Contractor

- shall migrate the solution to the production environment, with the consent of a competent and responsible designee of the DBED TO manager.
4. Upon Completion of the review sessions, TO contractor shall submit a design document detailing the TO contractors plan for upgrading to the latest version of the authentication application. The proposed solution will be developed in an environment supplied by DBED. The DBED TO Manager and/or her competent and responsible designee shall test the solution to ensure that it meets DBED's needs as defined in the review sessions. The DBED TO Manager and/or her competent and responsible designee shall direct the TO Contractor to make any necessary scope changes to the solution, if the implemented solution does not function as desired. Once the implemented solution meets DBED's needs the TO Contractor shall migrate the solution to the production environment, with the consent of a competent and responsible designee of the DBED TO manager.
  5. The TO contractor will perform a transfer of any specialized knowledge required to maintain or update any of the developed enhancements, solved support issues or the upgraded authentication to personnel nominated by DBED and provide documentation of the programming code used to develop the application, and any written documentation that helps to maintain or update the authentication.
  6. The TO Contractor shall finalize any code documentation, along with a signed acceptance form (see attachment #10) and submit to the TO Manager.

Work Type 3: Assist in MOSS Content Management Development

For purposes of estimating, assume that **200** hours of work will be performed annually on this work type. The TO Contractor shall:

- Provide MOSS Site Architectural Planning and Design
  - i. Define and develop database and application server integration
  - ii. Provide knowledge transfer of best practices
  - iii. Develop architecture documentation
  - iv. Work with customer staff to develop architecture documentation
  - v. Assist in defining optimal Software configuration parameters.
  - vi. Assist in defining Software branching structures, user roles, and user permissions
  - vii. Assist in defining and developing Software workflow and templating approach and architecture
  - viii. Assist in defining database and application server integration
  - ix. Assist in defining deployment strategy and document Change Management Procedures
  - x. Assist with Software Configuration
  - xi. Assist in developing Software workflows and templates
  - xii. Assist with deployment scripts
  - xiii. Provide knowledge transfer and mentoring
  - xiv. Assist in the development of CGI and/or Pearl Scripts

Process:

1. TO Contractor shall attend/participate in a minimum of one (1) review session for each MOSS Site enhancement, support issue, or an upgrade of the application. The attendees at the review session(s) will be a competent and responsible designee of the contractor and the DBED TO manager. Minutes from the review session(s), as a vehicle to verify, document, maintain and feedback the results of each session, shall be prepared and distributed by the Contractor to the meeting participants within three business days following the review session. Minutes shall be reviewed at the beginning of any subsequent review session to ensure accuracy.
  2. Upon Completion of the review sessions, TO contractor shall submit a document detailing the TO contractors plan for developing the MOSS Site enhancements. The proposed solution will be developed in an environment supplied by DBED. The DBED TO Manager and/or her competent and responsible designee shall test the solution to ensure that it meets DBED's needs as defined in the review sessions. The DBED TO Manager and/or her competent and responsible designee shall direct the TO Contractor to make any necessary scope changes to the solution, if the implemented solution does not function as desired. Once the implemented solution meets DBED's needs the TO Contractor shall migrate the solution to the production environment, with the consent of a competent and responsible designee of the DBED TO manager.
  3. Upon Completion of the review sessions, TO contractor shall submit a document detailing the TO contractors plan for solving the MOSS Site support issue. The proposed solution will be developed in an environment supplied by DBED. The DBED TO Manager and/or her competent and responsible designee shall test the solution to ensure that it meets DBED's needs as defined in the review sessions. The DBED TO Manager and/or her competent and responsible designee shall direct the TO Contractor to make any necessary scope changes to the solution, if the implemented solution does not function as desired. Once the implemented solution meets DBED's needs, the TO Contractor shall migrate the solution to the production environment, with the consent of a competent and responsible designee of the DBED TO manager.
  4. Upon Completion of the review sessions, TO contractor shall submit a design document detailing the TO contractors plan for upgrading to the latest version of MOSS Site application. The proposed solution will be developed in an environment supplied by DBED. The DBED TO Manager and/or her competent and responsible designee shall test the solution to ensure that it meets DBED's needs as defined in the review sessions. The DBED TO Manager and/or her competent and responsible designee shall direct the TO Contractor to make any necessary scope changes to the solution, if the implemented solution does not function as desired. Once the implemented solution meets DBED's needs the TO Contractor shall migrate the solution to the production environment, with the consent of a competent and responsible designee of the DBED TO manager.
  5. The TO contractor will perform a transfer of any specialized knowledge required to maintain or update any of the developed enhancements, solved support issues or the upgraded MOSS Site to personnel nominated by DBED and provide documentation of the programming code used to develop the application, and any written documentation that helps to maintain or update the MOSS Site.
  6. The TO Contractor shall finalize any code documentation, along with a signed acceptance form (see attachment #10) and submit to the TO Manager.
- Provide MOSS Programming and Implementation
    - i. Assist with developing workflows and templates
    - ii. Assist with database and application server integration to the extent applicable
    - iii. Assist with deployment scripts

Process:

1. TO Contractor shall attend/participate in a minimum of one (1) review session for each MOSS

- Programming and Implementation enhancement, support issue, or an upgrade of the application. The attendees at the review session(s) will be a competent and responsible designee of the contractor and the DBED TO manager. Minutes from the review session(s), as a vehicle to verify, document, maintain and feedback the results of each session, shall be prepared and distributed by the Contractor to the meeting participants within three business days following the review session. Minutes shall be reviewed at the beginning of any subsequent review session to ensure accuracy.
2. Upon Completion of the review sessions, TO contractor shall submit a document detailing the TO contractors plan for developing the MOSS Programming and Implementation enhancements. The proposed solution will be developed in an environment supplied by DBED. The DBED TO Manager and/or her competent and responsible designee shall test the solution to ensure that it meets DBED's needs as defined in the review sessions. The DBED TO Manager and/or her competent and responsible designee shall direct the TO Contractor to make any necessary scope changes to the solution, if the implemented solution does not function as desired. Once the implemented solution meets DBED's needs the TO Contractor shall migrate the solution to the production environment, with the consent of a competent and responsible designee of the DBED TO manager.
  3. Upon Completion of the review sessions, TO contractor shall submit a document detailing the TO contractors plan for solving the MOSS Programming and Implementation support issue. The proposed solution will be developed in an environment supplied by DBED. The DBED TO Manager and/or her competent and responsible designee shall test the solution to ensure that it meets DBED's needs as defined in the review sessions. The DBED TO Manager and/or her competent and responsible designee shall direct the TO Contractor to make any necessary scope changes to the solution, if the implemented solution does not function as desired. Once the implemented solution meets DBED's needs, the TO Contractor shall migrate the solution to the production environment, with the consent of a competent and responsible designee of the DBED TO manager.
  4. Upon Completion of the review sessions, TO contractor shall submit a design document detailing the TO contractors plan for upgrading to the latest version of the MOSS Programming and Implementation application. The proposed solution will be developed in an environment supplied by DBED. The DBED TO Manager and/or her competent and responsible designee shall test the solution to ensure that it meets DBED's needs as defined in the review sessions. The DBED TO Manager and/or her competent and responsible designee shall direct the TO Contractor to make any necessary scope changes to the solution, if the implemented solution does not function as desired. Once the implemented solution meets DBED's needs the TO Contractor shall migrate the solution to the production environment, with the consent of a competent and responsible designee of the DBED TO manager.
  5. The TO contractor will perform a transfer of any specialized knowledge required to maintain or update any of the developed enhancements, solved support issues or the MOSS Programming and Implementation to personnel nominated by DBED and provide documentation of the programming code used to develop the application, and any written documentation that helps to maintain or update the MOSS Programming and Implementation.
  6. The TO Contractor shall finalize any code documentation, along with a signed acceptance form (see attachment #10) and submit to the TO Manager.

Work Type 4: Conduct Application security assessments and remediation

For purposes of estimating, assume that **50** hours of work will be performed annually on this work type. The TO Contractor shall:

- Review various Custom Web Applications for potential security breaches.
  - i. Review application design and code to determine if there is a security module and determine access privilege set up
  - ii. Determine if any Web pages can be accessed without first logging into the application

- iii. Determine if pages are accessible once logged out of the page
- iv. Ensure security roles are designed and coded properly
- v. Ensure code can not be viewed from the front end of the application
- vi. Ensure session variables are used and not cookies

Process:

1. TO Contractor shall attend/participate in a minimum of one (1) review session for each Application security assessments enhancement, support issue, or an upgrade of the application. The attendees at the review session(s) will be a competent and responsible designee of the contractor and the DBED TO manager. Minutes from the review session(s), as a vehicle to verify, document, maintain and feedback the results of each session, shall be prepared and distributed by the Contractor to the meeting participants within three business days following the review session. Minutes shall be reviewed at the beginning of any subsequent review session to ensure accuracy.
2. Upon Completion of the review sessions, TO contractor shall submit a document detailing the TO contractors plan for developing the Application security assessments enhancements. The proposed solution will be developed in an environment supplied by DBED. The DBED TO Manager and/or her competent and responsible designee shall test the solution to ensure that it meets DBED's needs as defined in the review sessions. The DBED TO Manager and/or her competent and responsible designee shall direct the TO Contractor to make any necessary scope changes to the solution, if the implemented solution does not function as desired. Once the implemented solution meets DBED's needs the TO Contractor shall migrate the solution to the production environment, with the consent of a competent and responsible designee of the DBED TO manager.
3. Upon Completion of the review sessions, TO contractor shall submit a document detailing the TO contractors plan for solving the Application security assessments support issue. The proposed solution will be developed in an environment supplied by DBED. The DBED TO Manager and/or her competent and responsible designee shall test the solution to ensure that it meets DBED's needs as defined in the review sessions. The DBED TO Manager and/or her competent and responsible designee shall direct the TO Contractor to make any necessary scope changes to the solution, if the implemented solution does not function as desired. Once the implemented solution meets DBED's needs, the TO Contractor shall migrate the solution to the production environment, with the consent of a competent and responsible designee of the DBED TO manager.
4. Upon Completion of the review sessions, TO contractor shall submit a design document detailing the TO contractors plan for upgrading to the latest version of the Application security assessments application. The proposed solution will be developed in an environment supplied by DBED. The DBED TO Manager and/or her competent and responsible designee shall test the solution to ensure that it meets DBED's needs as defined in the review sessions. The DBED TO Manager and/or her competent and responsible designee shall direct the TO Contractor to make any necessary scope changes to the solution, if the implemented solution does not function as desired. Once the implemented solution meets DBED's needs the TO Contractor shall migrate the solution to the production environment, with the consent of a competent and responsible designee of the DBED TO manager.
5. The TO contractor will perform a transfer of any specialized knowledge required to maintain or update any of the developed enhancements, solved support issues or the upgraded Application security assessments to personnel nominated by DBED and provide documentation of the programming code used to develop the application, and any written documentation that helps to maintain or update the Application security assessments.
6. The TO Contractor shall finalize any code documentation, along with a signed acceptance form (see attachment #10) and submit to the TO Manager.

- Provide recommendations for remediation.

The TO Contractor shall document recommended security remediation resulting from the application review. This document shall identify the potential risks for each security breach found if not remediated.

- Implement approved recommended remediation.

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

- Review various Custom DLL's for potential security breaches.

- i. Conduct code review to ensure no malicious code is being used

- ii. Ensure code transactions do not introduce security issues

The TO Contractor shall review the custom developed Web application DLL's and code to determine if the state has any security risks as a result of implementing the application DLL's. The TO Contractor shall determine if the application DLL was developed using best security coding practices.

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

For purposes of estimating, assume that **50** hours of work will be performed annually on this work type. The TO Contractor shall:

- Provide recommendations and documented standards and develop configurations for IIS, Operating System, .Net and Java platforms

- i. Conduct Review Sessions

- ii. Research and Document programming and configuration related issues

- iii. Preparing Programming and Configuration Standard Documentation

TO Contractor shall attend a minimum of one (1) review session with DBED resources consisting of a TO Manager, Web Developer, Network Manager and several DBED programmers. Minutes from the review session(s), as a vehicle to verify, document, maintain and feed back the results of each session, shall be prepared and distributed by the TO Contractor to the review session participants within three business days following the review session. Minutes shall be reviewed at the beginning of any subsequent review session to ensure accuracy. Scheduling the review session(s) will be completed by the TO Manager. A JAD Final Document/Report shall be generated following completion of all review sessions if more than one session is required.

The TO Contractor shall perform detailed analysis of the JAD information, research additional informational resources and document any programming and configuration related issues that may be associated with the development of Web applications used with IIS, OS, .NET and Java platforms.

Once agreed upon, the TO Contractor shall prepare Programming and Configuration Standards based on IIS, OS, .Net and Java platforms that will be used for future DBED projects.

- Assist in the research, documentation and implementation of SSL, PKI and Certificates



- i. Conduct JAD Sessions
- ii. Prepare Requirements Definition Document
- iii. Research and Document Programming related issues
- iv. Prepare Programming Standard Documentation
- v. Prepare Design Document for the Implementation of SSL, PKI and Certificates
- vi. Implement SSL, PKI and Certificates

The TO Contractor shall attend a minimum of one (1) JAD Group with DBED resources consisting of a TO Manager, Web Developer, Network Manager and several DBED programmers. Minutes from the JAD session(s), as a vehicle to verify, document, maintain and feed back the results of each session, shall be prepared and distributed by the TO Contractor to the JAD participants within three business days following the JAD session. Minutes shall be reviewed at the beginning of any subsequent JAD session to ensure accuracy. Scheduling the JAD session(s) will be completed by the TO Manager. A JAD Final Document shall be generated following completion of all JAD sessions if more than one session is required.

The TO Contractor shall perform detailed analysis of the JAD information to translate into quantitative requirements. Requirements must be presented in terms understandable by the end users.

The TO Contractor shall identify and document any programming related issues that may be associated with the development of new applications or re-programming existing applications.

The TO Contractor shall also identify and document any additional configuration issues that may arise as a result of implementing the use of PKI and Certificates.

The TO Contractor shall prepare PKI and Certificate standards that will be used for future DBED projects.

The TO Contractor shall prepare a Design Document detailing how PKI and Certificates will be implemented on DBED projects and Web Site.

The TO Contractor shall assist in the implementation of PKI and Certificates.

#### Work Type 6: Provide Web performance analysis and recommendations

For purposes of estimating, assume that **50** hours of work will be performed annually on this work type. The TO Contractor shall:

- Analyze custom Web applications for optimal performance objectives and impacts to server configurations
  - i. Review current Operating System and IIS Configuration to enhance and monitor server and application performance
  - ii. Determine how and what should be analyzed for performance
  - iii. Research and Implement stress testing software

iv. Determine how to analyze stress test results

v. Provide recommendations for performance enhancements

Process:

1. TO Contractor shall attend/participate in a minimum of one (1) review session for each Web performance analysis enhancement, support issue, or an upgrade of the application. The attendees at the review session(s) will be a competent and responsible designee of the contractor and the DBED TO manager. Minutes from the review session(s), as a vehicle to verify, document, maintain and feedback the results of each session, shall be prepared and distributed by the Contractor to the meeting participants within three business days following the review session. Minutes shall be reviewed at the beginning of any subsequent review session to ensure accuracy.
2. Upon Completion of the review sessions, TO contractor shall submit a document detailing the TO contractors plan for developing the Web performance analysis enhancements. The proposed solution will be developed in an environment supplied by DBED. The DBED TO Manager and/or her competent and responsible designee shall test the solution to ensure that it meets DBED's needs as defined in the review sessions. The DBED TO Manager and/or her competent and responsible designee shall direct the TO Contractor to make any necessary scope changes to the solution, if the implemented solution does not function as desired. Once the implemented solution meets DBED's needs the TO Contractor shall migrate the solution to the production environment, with the consent of a competent and responsible designee of the DBED TO manager.
3. Upon Completion of the review sessions, TO contractor shall submit a document detailing the TO contractors plan for solving the Web performance analysis support issue. The proposed solution will be developed in an environment supplied by DBED. The DBED TO Manager and/or her competent and responsible designee shall test the solution to ensure that it meets DBED's needs as defined in the review sessions. The DBED TO Manager and/or her competent and responsible designee shall direct the TO Contractor to make any necessary scope changes to the solution, if the implemented solution does not function as desired. Once the implemented solution meets DBED's needs, the TO Contractor shall migrate the solution to the production environment, with the consent of a competent and responsible designee of the DBED TO manager.
4. Upon Completion of the review sessions, TO contractor shall submit a design document detailing the TO contractors plan for upgrading to the latest version of the Web performance analysis application. The proposed solution will be developed in an environment supplied by DBED. The DBED TO Manager and/or her competent and responsible designee shall test the solution to ensure that it meets DBED's needs as defined in the review sessions. The DBED TO Manager and/or her competent and responsible designee shall direct the TO Contractor to make any necessary scope changes to the solution, if the implemented solution does not function as desired. Once the implemented solution meets DBED's needs the TO Contractor shall migrate the solution to the production environment, with the consent of a competent and responsible designee of the DBED TO manager.
5. The TO contractor will perform a transfer of any specialized knowledge required to maintain or update any of the developed enhancements, solved support issues or the upgraded Web performance analysis to personnel nominated by DBED and provide documentation of the programming code used to develop the application, and any written documentation that helps to maintain or update the Web performance analysis.
6. The TO Contractor shall finalize any code documentation, along with a signed acceptance form (see attachment #10) and submit to the TO Manager.

#### Work Type 7: Section 508 Analysis and Remediation

For purposes of estimating, assume that **500** hours of work will be performed annually on this work type. The TO Contractor shall:

- i. Conduct Section 508 Assessment and Analysis
- ii. Develop Remediation for non-compliant pages
- iii. Conduct Reassessment/Validation of Remediated pages
- iv. Keep abreast and document changes in Section 508 regulations or best practices.
- v. Provide Knowledge Transfer and Training on new regulations, best practices and software upgrades

Section 508 refers to Title 29, U.S. Code, Section 794d, enacted as Section 508 of the Rehabilitation Act, as amended by the Workforce Investment Act of 1998 (P.L. 105-220), August 7, 1998. It mandates that federal agencies and state agencies receiving federal funds design and implement information technology to provide access to government online information to persons with disabilities to an extent comparable to the access available to non-disabled persons.

As required by DBED, the TO Contractor shall assess newly developed web pages for compliance with Section 508 standards and guidelines based on the 16 point priority 1 check list. The TO Contractor shall then prepare a report on findings and recommendations for remediation. This report must include the following: violations identified by page and the Section 508 paragraph associated with each violation; the method used to assess the web pages; an estimated level of effort to remediate each page and the site as a whole; and a report outlining the remediation plan addressing the Section 508 16 point checklist.

As required by DBED, the TO Contractor shall remediate each page as required using RAMP version 1.1 or newer, and provide a report indicating all changed code as a result of the remediation effort associated with each point. As required by DBED, the TO Contractor shall reassess each remediated page to ensure that no issues have been overlooked or introduced through code changes; provide a report certifying each page as compliant based on the 16 point priority 1 checklist of the Section 508 standards and guidelines.

The TO Contractor shall keep abreast of the latest changes to the Section 508 regulations and best practices and maintain documentation of those changes. The TO Contractor shall provide knowledge transfer of the latest Section 508 regulations and best practices as well as the provide training on the subject as well as the use of the RAMP software tool upgrades.

#### Work Type 8: Webtrends: Enhancements, Maintenance, and Support

For purposes of estimating, assume that 100 hours of work will be performed annually on this work type.

The TO contractor shall:

Process:

1. TO Contractor shall attend/participate in a minimum of one (1) review session for each Webtrends enhancement, support issue, or an upgrade of the application. The attendees at the review session(s) will be a competent and responsible designee of the contractor and the DBED TO manager. Minutes from the review session(s), as a vehicle to verify, document, maintain and feedback the results of each session, shall be prepared and distributed by the Contractor to the meeting participants within three business days following the review session. Minutes shall be reviewed at the beginning of any subsequent review session to ensure accuracy.
2. Upon Completion of the review sessions, TO contractor shall submit a document detailing the TO contractors plan for developing the Webtrends enhancements. The proposed solution will be

- developed in an environment supplied by DBED. The DBED TO Manager and/or her competent and responsible designee shall test the solution to ensure that it meets DBED's needs as defined in the review sessions. The DBED TO Manager and/or her competent and responsible designee shall direct the TO Contractor to make any necessary scope changes to the solution, if the implemented solution does not function as desired. Once the implemented solution meets DBED's needs the TO Contractor shall migrate the solution to the production environment, with the consent of a competent and responsible designee of the DBED TO manager.
3. Upon Completion of the review sessions, TO contractor shall submit a document detailing the TO contractors plan for solving the Webtrends support issue. The proposed solution will be developed in an environment supplied by DBED. The DBED TO Manager and/or her competent and responsible designee shall test the solution to ensure that it meets DBED's needs as defined in the review sessions. The DBED TO Manager and/or her competent and responsible designee shall direct the TO Contractor to make any necessary scope changes to the solution, if the implemented solution does not function as desired. Once the implemented solution meets DBED's needs, the TO Contractor shall migrate the solution to the production environment, with the consent of a competent and responsible designee of the DBED TO manager.
  4. Upon Completion of the review sessions, TO contractor shall submit a design document detailing the TO contractors plan for upgrading to the latest version of the Webtrends application. The proposed solution will be developed in an environment supplied by DBED. The DBED TO Manager and/or her competent and responsible designee shall test the solution to ensure that it meets DBED's needs as defined in the review sessions. The DBED TO Manager and/or her competent and responsible designee shall direct the TO Contractor to make any necessary scope changes to the solution, if the implemented solution does not function as desired. Once the implemented solution meets DBED's needs the TO Contractor shall migrate the solution to the production environment, with the consent of a competent and responsible designee of the DBED TO manager.
  5. The TO contractor will perform a transfer of any specialized knowledge required to maintain or update any of the developed enhancements, solved support issues or the upgraded Webtrends application to personnel nominated by DBED and provide documentation of the programming code used to develop the application, and any written documentation that helps to maintain or update Webtrends
  6. The TO Contractor shall finalize any code documentation, along with a signed acceptance form (see attachment #10) and submit to the TO Manager.

#### Work Type 9: Extranet Development and Support

For purposes of estimating, assume that 50 hours of work will be performed annually on this work type.

The TO contractor shall:

Process:

1. TO Contractor shall attend/participate in a minimum of one (1) review session for each Extranet enhancement, support issue, or an upgrade of the application. The attendees at the review session(s) will be a competent and responsible designee of the contractor and the DBED TO manager. Minutes from the review session(s), as a vehicle to verify, document, maintain and feedback the results of each session, shall be prepared and distributed by the Contractor to the meeting participants within three business days following the review session. Minutes shall be reviewed at the beginning of any subsequent review session to ensure accuracy.
2. Upon Completion of the review sessions, TO contractor shall submit a document detailing the TO contractors plan for developing the Extranet enhancements. The proposed solution will be developed in an environment supplied by DBED. The DBED TO Manager and/or her competent and responsible designee shall test the solution to ensure that it meets DBED's needs as defined in the review

- sessions. The DBED TO Manager and/or her competent and responsible designee shall direct the TO Contractor to make any necessary scope changes to the solution, if the implemented solution does not function as desired. Once the implemented solution meets DBED's needs the TO Contractor shall migrate the solution to the production environment, with the consent of a competent and responsible designee of the DBED TO manager.
3. Upon Completion of the review sessions, TO contractor shall submit a document detailing the TO contractors plan for solving the Extranet support issue. The proposed solution will be developed in an environment supplied by DBED. The DBED TO Manager and/or her competent and responsible designee shall test the solution to ensure that it meets DBED's needs as defined in the review sessions. The DBED TO Manager and/or her competent and responsible designee shall direct the TO Contractor to make any necessary scope changes to the solution, if the implemented solution does not function as desired. Once the implemented solution meets DBED's needs, the TO Contractor shall migrate the solution to the production environment, with the consent of a competent and responsible designee of the DBED TO manager.
  4. Upon Completion of the review sessions, TO contractor shall submit a design document detailing the TO contractors plan for upgrading to the latest version of the Extranet application. The proposed solution will be developed in an environment supplied by DBED. The DBED TO Manager and/or her competent and responsible designee shall test the solution to ensure that it meets DBED's needs as defined in the review sessions. The DBED TO Manager and/or her competent and responsible designee shall direct the TO Contractor to make any necessary scope changes to the solution, if the implemented solution does not function as desired. Once the implemented solution meets DBED's needs the TO Contractor shall migrate the solution to the production environment, with the consent of a competent and responsible designee of the DBED TO manager.
  5. The TO contractor will perform a transfer of any specialized knowledge required to maintain or update any of the developed enhancements, solved support issues or the upgraded Extranet to personnel nominated by DBED and provide documentation of the programming code used to develop the application, and any written documentation that helps to maintain or update the Extranet.
  6. The TO Contractor shall finalize any code documentation, along with a signed acceptance form (see attachment #8) and submit to the TO Manager.
  7. For all Sub-tasks that will exceed twenty hours to complete, a project plan must be submitted

## **2.4 PERFORMANCE EVALUATION AND STANDARDS**

TO Contractor personnel will be evaluated by the TO Manager on a quarterly basis for each assignment performed during that period. The established performance evaluation and standards are included as Attachment 12.

## **2.5 MITIGATION PROCEDURES**

Should an evaluation of any TO Contractor's personnel indicate poor or non-performance, the TO Manager will follow the established mitigation process included as Exhibit B, prior to requesting that the TO Contractor provide a replacement employee.

## **2.6 WORK HOURS**

- (a) The TO Contractor's personnel assigned to the DBED location will work an eight-hour day (hours to be approved by the TO Manager), Monday through Friday except for State holidays.
- (b) The TO Contractor's personnel working at the TO Contractor's location will be available during normal DBED work hours for coordination of activities.

## **2.7 DELIVERABLES**

### **(a) Personnel**

The TO Contractor shall be responsible for providing on a continual basis for all assigned tasks, the personnel

required in this TORFP within the timeframe required as specified by the TO Manager.

**(b) Weekly Status Report**

At 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:

- Meetings held: Date, purpose, attendees
- Documents developed: Meeting minutes and other project-related artifacts – indicate draft or final version.
- Work accomplished during the week, including resources assigned and hours expended.
- Planned work efforts for the next reporting period including resources assigned and hours proposed.
- Issues identified

**(c) Sub Task Project Request Form**

TO Contractor will complete a Project Request form, submitted by TO Manager, before any work on a sub task will commence.

For each sub task the TO Contractor will:

For each written deliverable, draft and final, the TO Contractor shall submit to the TO Manager one hard copy and one electronic copy compatible with Microsoft Office 2000/2003, Microsoft Project 2000 and/or Visio 2000.

Drafts of all final deliverables are required at least two weeks in advance of when all final deliverables are due. Written deliverables defined as draft documents must demonstrate due diligence in meeting the scope and requirements of the associated final written deliverable. A draft written deliverable may contain limited structural errors such as poor grammar, misspellings or incorrect punctuation, but must:

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

**(d) Sub Task Acceptance Form**

TO Contractor will submit an Acceptance form for all completed sub task. The DBED TO Manager must accept and return the Acceptance form before any work on a sub task will be considered complete.

Upon completion of a deliverable, the TO Contractor shall document each deliverable in final form to the TO Manager for acceptance.

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 written form. In the event of rejection, the TO Contractor shall correct the identified deficiencies or non-conformities. Subsequent project tasks may not continue until deficiencies with a deliverable are rectified and accepted by the TO Manager or the TO Manager has specifically issued, in writing, a waiver for conditional continuance of project tasks. Once the State’s issues have been addressed and resolutions are accepted by the TO Manager, the TO Contractor will incorporate the resolutions into the deliverable and

resubmit the deliverable for acceptance. Accepted deliverables shall be invoiced within 30 days in the applicable invoice format (Reference 2.5 Invoicing).

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

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

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

## **2.8. REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES**

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

- The State's System Development Life Cycle (SDLC) methodology
- The State Information Technology Security Policy and Standards
- The State Information Technology Project Oversight
- The State of Maryland Enterprise Architecture
- The TO Contractor shall follow the project management methodologies that are consistent with the Project Management Institute's Project Management Body of Knowledge Guide. TO Contractor's staff and sub Contractors are to follow a consistent methodology for all TO activities.

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

The following minimum qualifications are mandatory. The Master Contractor's proposed staff must document expertise in the following:

- a. Depth of understanding of change control, configuration management, auditing rules and tools, security, internal controls and best practices for network infrastructures, network security, load balancing and redundancy.
- b. Detailed knowledge of the Windows 2003, SQL Server 2005, IIS server, and Visual Studio 2005 including the ability to troubleshoot server hardware or software problems.
- c. Understanding of internetworking and measurement terminology and techniques including TCP/IP routing, proxy/firewall and security architectures.
- d. Use of versioning control software (i.e. Microsoft Visual Source Safe)
- e. SQL; Web Methodologies & Scripting – ASP, ASP.NET, HTML, XML, Java, JavaScript, and VBscript
- f. Detailed understanding of wireless and WiFi best practices and configuration.
- g. knowledge of- Adobe Fireworks or Photoshop, FrontPage or Dreamweaver, InfoPath(forms).
- h. Proficiency with 508 analyses and remediation.

- i. Over two years experience with MOSS, including proficient use and understanding of Office Designer, Sharepoint Optimization, Navigation, and Masterpage usage.
- j. GIS Development capabilities to include ArcXML, Microsoft .NET Framework and Java Platform.”
- k. Experience with creating websites using ArcGIS Server and ArcIMS.
- l. Knowledge of Java ADF components and open APIs for REST

## **2.10 TO CONTRACTOR EXPERTISE REQUIRED**

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

. Individuals proposed for this TORFP must have a minimum of three years experience in all areas in which they are proposed to perform work .

## **2.11 SUBSTITUTION OF PERSONNEL**

The Master Contractor shall only propose staff available at the time of the TO Proposal and that satisfy the personnel qualifications specified in the Master Contract. In addition, the TO Contractor shall abide by the substitution of personnel requirements in the Master Contract, Section 2.11.8.

## **2.12 NON-PERFORMANCE OF PERSONNEL**

In the event that DBED is dissatisfied with the TO Contractor’s personnel for not performing to the specified standards specified in Section 2.4, the TO Contractor personnel may be removed at the TO Manager’s discretion. Both parties will be in full communication as to the nature of the dissatisfaction and previous mitigation efforts included in Section 2.5. Replacement personnel must have qualifications equal to or greater than that of the non-performing person initially proposed and evaluated and accepted in the TO Agreement. The TO Manager will determine the amount of time the TO Contractor has to provide a replacement.

## **2.13 INVOICING**

Invoices shall be submitted monthly. Invoices will reflect costs for hours worked indicated in the accompanying weekly status reports (Deliverable 2.7B). Upon verification and acceptance of the invoices by the TO Manager, payment will be made to the TO Contractor.

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 Employer Identification Number (FEIN), as well as the information described below, and must be submitted to the TO Manager for payment approval.

## **INVOICE SUBMISSION PROCEDURE**

This procedure consists of the following requirements and steps:

- A) The invoice shall identify DBED, labor category, 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, including detail of work hours) submitted for payment to The Department of Business and Economic Development at the following address:



217 East Redwood Street  
15<sup>th</sup> Floor  
Baltimore, Maryland 21202

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

#### **2.14 MBE PARTICIPATION REPORTS**

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

#### **2.15 CHANGE ORDERS**

If the TO Contractor is required to perform additional work, or there is a work reduction due to unforeseen scope changes, a TO Change Order will be initiated. 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 approved by DBM and executed by the TO Procurement Officer.

## **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 of two possible responses: 1) a proposal or 2) a completed Attachment 12 - Notice to Master Contractors explaining why the Master Contractor will not be submitting a proposal.

### **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 WILL INCLUDE**

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

- 1) **Requirements:** A detailed discussion of the Master Contractor’s understanding of the work and the Master Contractor’s capabilities, approach and solution to address the requirements outlined in Section 2.
- 2) **Assumptions:** A description of any assumptions formed by the Master Contractor in developing the Technical Proposal.
- 3) **Risk Assessment:** An assessment of any risks inherent in the work requirements and actions to mitigate these risks.
- 4) **Proposed Solution:** A description of the Master Contractor’s proposed solution to accomplish the specified work requirements.
- 5) **Proposed Tools:** A description of all proposed tools that will be used to facilitate the work.
- 6) **Tasks and Deliverables:** A description of and the schedule for each task and deliverable, illustrated by a Gantt chart. Start and completion dates for each task, milestone, and deliverable shall be indicated. The Gantt chart will form the baseline for task order monitoring, and will be updated bi-weekly as part of progress reporting.
- 7) **Work Breakdown Structure:** A detailed work breakdown structure and staffing schedule, with labor hours by skill category that will be applied to meet each milestone and deliverable, and to accomplish all specified work requirements.
- 8) **Acceptance Criteria:** A statement acknowledging the Master Contractor’s understanding of the acceptance criteria.

##### **B) Proposed Personnel**

- 1) Identify and provide resumes for all proposed personnel by labor category. The resume should highlight the proposed personnel’s applicable responsibilities and accomplishments as they relate to the requirements of this TORFP
- 2) Certification that all proposed personnel meet the minimum required qualifications and possess the required certifications in accordance to Section 2.8
- 3) Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under this TO Agreement.
- 4) 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 this TORFP Scope of Work.

E) Master Contractor and Subcontractor Experience and Capabilities

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

A) Name of organization.

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

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

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

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

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 years with any government entity of the State of Maryland. For each identified contract, the Master Contractor shall provide:

A) The State contracting entity,

B) A brief description of the services/goods provided,

C) The dollar value of the contract,

D) The term of the contract,

E) Whether the contract was terminated prior to the specified original contract termination date,

F) Whether any available renewal option was not exercised,

G) The State employee contact person (name, title, telephone number and e-mail address).

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

F) State Assistance

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

G) 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 DBEDLL INCLUDE**

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

B) Completed Financial Proposal - Attachment 1 including:

The Master Contractor should indicate on Attachment 1 the appropriate Labor Category being proposed, and the Fixed Hourly Labor Category Rate. Proposed rates are not to exceed the rates defined in the Master Contract.

## **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.

- A) Technical proposal outline based on milestones and Gantt chart with an emphasis on methodology and detail of proposal.
- B) Depth of knowledge and expertise that is documented in resumes of proposed personnel.
- C) Completeness and accuracy of response.

### **4.3 SELECTION PROCEDURES**

- 4.3.1 Proposed personnel will be assessed for compliance with the minimum qualifications in Section 2.9 of the TORFP. Master Contractors' proposing personnel who fail to meet the minimum qualifications will be disqualified and their proposals eliminated from further consideration.
- 4.3.2 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.
- 4.3.3 The State will conduct interviews of all personnel proposed in each TO Proposal that meets minimum qualifications.
- 4.3.4 Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.
- 4.3.5 The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment. In making this selection, technical merit has greater weight than price.

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

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

## ATTACHMENT 1 –PRICE PROPOSAL

### PRICE PROPOSAL FOR CATS TORFP # T00P9200025LABOR CATEGORIES

Labor Categories	A	B	C	D	E	F	G
	Hourly Labor Rate (Year 1)	Estimated Total Class Hours Annually for evaluation purpose	Year 1 (12 months) 01/01/091 2/31/09	Hourly Labor Rate Renewal Option	Estimated Total Class Hours Renewal Option	Renewal Option 1/1/10-12/31/10	Total Proposed CATS TORFP Price (Year 1 + Renewal Option)
(. Master Contractor to insert Proposed Labor Categories for this TORFP)							
INTERNET/INTRANET WEB SITE APPLICATION: ENHANCEMENTS, MAINTENANCE AND SUPPORT	\$	2500			2500		\$
AUTHENTICATION USING ACTIVE DIRECTORY	\$	100			100		\$
ASSIST IN MOSS CONTENT MANAGEMENT DEVELOPMENT	\$	200			200		\$
CONDUCT APPLICATION SECURITY ASSESSMENTS AND REMEDIATION	\$	50			50		\$
RESEARCH AND RECOMMENDATIONS ON NEW WEBTECHNOLOGY	\$	50			50		\$

PROVIDE WEB PERFORMANCE ANALYSIS AND RECOMMENDATIONS	\$	50			50		\$
Section 508 ANALYSIS AND REMEDIATION	\$	500			500		\$
WEBTRENDS, ENCHANCEMENTS, MAINTENANCE AND SUPPORT	\$	100			100		\$
EXTRANET DEVELOPMENT AND SUPPORT	\$	50			50		\$
<b>Total Evaluated Price</b>							\$

---

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. Time for travel will be reimbursed as allowed in Section 2.2.4 of the Master Contract.

SUBMIT WITH THE FINANCIAL RESPONSE

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

**CATS TORFP # T00P9200025**

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

1. As the TO Contractor, you have entered into a TO Agreement with the State of Maryland. As such, your company/firm is responsible for successful completion of all deliverables under the contract, including your commitment to making a good faith effort to meet the MBE participation goal(s) established for TORFP. Part of that effort, as outlined in the TORFP, includes submission of monthly reports to the State regarding the previous month's MBE payment activity. Reporting forms D-5 (TO Contractor Paid/Unpaid MBE Invoice Report) and D-6 (Subcontractor Paid/Unpaid MBE Invoice Report) are attached for your use and convenience.
2. The TO Contractor must complete a separate Form D-5 for each MBE subcontractor for each month of the contract and submit one copy to each of the locations indicated at the bottom of the form. The report is due no later than the 15<sup>th</sup> of the month following the month that is being reported. For example, the report for January's activity is due no later than the 15<sup>th</sup> of February. With the approval of the TO Manager, the report may be submitted electronically. Note: Reports are required to be submitted each month, regardless of whether there was any MBE payment activity for the reporting month.
3. The TO Contractor is responsible for ensuring that each subcontractor receives a copy (e-copy of and/or hard copy) of Form D-6. The TO Contractor should make sure that the subcontractor receives all the information necessary to complete the form properly, i.e., all of the information located in the upper right corner of the form. It may be wise to customize Form D-6 (upper right corner of the form) for the subcontractor the same as the Form D-5 was customized by the TO Manager for the benefit of the TO Contractor. This will help to minimize any confusion for those who receive and review the reports.
4. It is the responsibility of the TO Contractor to make sure that all subcontractors submit reports no later than the 15<sup>th</sup> of each month, regardless of whether there was any MBE payment activity for the reporting month. Actual payment data is verified and entered into the State's financial management tracking system from the subcontractor's D-6 report only. Therefore, if the subcontractor(s) do not submit their D-6 payment reports, the TO Contractor cannot and will not be given credit for subcontractor payments, regardless of the TO Contractor's proper submission of Form D-5. The TO Manager will contact the TO Contractor if reports are not received each month from either the prime contractor or any of the identified subcontractors. The TO Contractor must promptly notify the TO Manager if, during the course of the contract, a new MBE subcontractor is utilized. Failure to comply with the MBE contract provisions and reporting requirements may result in sanctions, as provided by COMAR 21.11.03.13.



## ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

### FORM D – 1

#### CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT

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

In conjunction with the offer submitted in response to TORFP No. T00P9200025, 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

SUBMIT AS A .PDF FILE WITH TO RESPONSE

# ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

## FORM D – 2

### MINORITY BUSINESS ENTERPRISE PARTICIPATION SCHEDULE

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

TO Prime Contractor (Firm Name, Address, Phone)	Task Order Description
Task Order Agreement Number T00P9200025	
<b>List Information For Each Certified MBE Subcontractor On This Project</b>	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	

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

### SUMMARY

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

Document Prepared By: (please print or type)

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

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 #T00P9200025, I state the following:

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

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

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

**ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS**

**FORM D – 4**

**SUBCONTRACTOR PROJECT PARTICIPATION STATEMENT**

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

Provided that \_\_\_\_\_ is awarded the TO Agreement in  
(Prime TO Contractor Name)

conjunction with TORFP No. T00P9200025, it and \_\_\_\_\_,  
(Subcontractor Name)

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

(Describe work to be performed by MBE):

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

By:

By:

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

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

## ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

### FORM D – 5

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

Report #: _____ Reporting Period (Month/Year): _____ <b>Report is due by the 15<sup>th</sup> of the following month.</b>	CATS TORFP #T00P9200025 Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____
--	---

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

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

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

Regina Tillery Department of Business and Economic Development 217 E, Redwood St. Baltimore, MD 21202 Rtillery@choosemaryland.org	Deb Chronister Department of Business and Economic Development 217 E, Redwood St. Baltimore, MD 21202 Dchronister@choosemaryland.org	
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Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS**

**FORM D – 6**

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

Report #: _____ Reporting Period (Month/Year): ___/_____ <b>Report Due By the 15<sup>th</sup> of the following Month.</b>	CATS TORFP #T00P9200025 Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____	
MBE Subcontractor Name: _____		
MDOT Certification #: _____		
Contact Person: _____		
Address: _____		
City: _____	State: _____	ZIP: _____
Phone: _____	FAX: _____	
Subcontractor Services Provided: _____		
<b>List all payments received from Prime TO Contractor during reporting period indicated above.</b>  1.  2.  3. <b>Total Dollars Paid: \$</b> _____	<b>List dates and amounts of any unpaid invoices over 30 days old.</b>  1.  2.  3. <b>Total Dollars Unpaid: \$</b> _____	
Prime TO Contractor: _____		Contact Person: _____

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

Regina Tillery Department of Business and Economic Development 217 E, Redwood St. Baltimore, MD 21202 <a href="mailto:Rtillery@choosemaryland.org">Rtillery@choosemaryland.org</a>	Deb Chronister Department of Business and Economic Development 217 E, Redwood St. Baltimore, MD 21202 Dchronister@choosemaryland.org
--	--

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



## ATTACHMENT 3 – TASK ORDER AGREEMENT

### CATS TORFP# T00P9200025 OF MASTER CONTRACT #050R5800338

This Task Order Agreement (“TO Agreement”) is made this day of Month, 2007 by and between Task Order Contractor (TO Contractor) and the STATE OF MARYLAND, Department of Business and Economic Development.

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

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
  - a. “Agency” means the Department of Business and Economic Development as identified in the CATS TORFP # T00P9200025.
  - b. “CATS TORFP” means the Task Order Request for Proposals # T00P9200025, 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 Deb Chronister. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
  - e. “TO Agreement” means this signed TO Agreement between Department of Business and Economic Development and TO Contractor.
  - f. “TO Contractor” means the CATS Master Contractor awarded this TO Agreement, whose principal business address is \_\_\_\_\_ and whose principal office in Maryland is \_\_\_\_\_.
  - g. “TO Manager” means Regina Tillery 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 100 business days commencing on the date of Notice to Proceed and terminating on **Month Day, Year**.

4. Consideration and Payment

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

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

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

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

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

**TO Contractor Name**

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

\_\_\_\_\_  
Date

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

STATE OF MARYLAND, Department of Business and Economic Development

\_\_\_\_\_  
By: Deb Chronister, TO Procurement Officer

\_\_\_\_\_  
Date

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

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

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

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

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

(Authorized Representative and Affiant)

SUBMIT AS A .PDF FILE WITH TO RESPONSE

## ATTACHMENT 5 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY

### INSTRUCTIONS:

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

### **DIRECTIONS TO REDWOOD TOWER 217 EAST REDWOOD STREET BALTIMORE MD 21202**

**FROM WASHINGTON, DC:** Take I-95 North to Baltimore. Take the I-395/Inner Harbor exit until it ends at Conway & Howard Streets. Turn right onto Conway Street. At Light Street, turn left and cross Pratt Street. You are now on Calvert Street. Make an immediate right turn to park in the garage. (This is the Legg Mason Tower/Stouffers Hotel/The Gallery.) Walk 1 1/2 blocks north to Redwood Street, turn right. 217 East Redwood is in the middle of block on right hand (south side of Street).

**FROM WESTERN MARYLAND:** Take I-70 East to I-695 South (Glen Burnie) take I-95, exit 11 (Baltimore). Take the I-395/Inner Harbor exit until it ends at Conway & Howard Streets. Turn right onto Conway Street. At Light Street, turn left and cross Pratt Street. You are now on Calvert Street. Make an immediate right turn to park in the garage this is Water Street. (This is the Legg Mason Tower/Stouffers Hotel/The Gallery.) Walk 1 1/2 blocks north to Redwood Street, turn right. 217 East Redwood is in the middle of block on right hand side (south side of Street).

**FROM EASTERN SHORE** Take Route 50 East to I-97 North, Baltimore. I-97 to I-695 Towson. I-695 to 295 North/Baltimore-Washington Parkway. This will take you to downtown Baltimore and turns into Russell Street. Get in and remain in right lane on Russell Street (now Paca Street) past Oriole Park at Camden Yards. At Pratt Street, turn right. Get into the second lane from left and proceed on Pratt Street until you reach Calvert Street. Make a left onto Calvert and remain in the right hand lane. Immediately make a right turn into parking garage. (This is the Legg Mason Tower/Stouffers Hotel/The Gallery.) Walk 1 1/2 blocks north to Redwood Street, turn right. 217 East Redwood is in the middle of block on right hand side (south side of Street).

**FROM POINTS NORTH:** Take I-95 South, Baltimore. I-395/Inner Harbor exit until it ends at Conway & Howard Streets. Turn right onto Conway Street. At Light Street, turn left and cross Pratt Street. You are now on Calvert Street. Make an immediate right turn to park in the garage. (This is the Legg Mason Tower/Stouffers Hotel/The Gallery.) Walk 1 1/2 blocks north to Redwood Street, turn right. 217 East Redwood is in the middle of block on right hand (south side of Street).

**FROM NORTHERN BALTIMORE COUNTY:** Take I-83 South until the expressway ends turn right onto East Fayette Street, Turn Left onto Guilford Avenue continue past East Baltimore Street Guilford Avenue becomes South Street. Continue past Redwood Street and turn right onto Water Street, if you run into Lombard Street you have gone too far. Walk 1 1/2 blocks north to Redwood Street, turn right. 217 East Redwood is in the middle of block on right hand side (south side of Street).

**ATTACHMENT 7 - 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 #T00P9200025 for Website Maintenance and Support. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to \_\_\_\_\_. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information described in Section 1.8 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 1.8, except in connection with the preparation of its TO Proposal.
2. Each employee or agent of the OFFEROR who receives or has access to the Confidential Information shall execute a copy of this Agreement and the OFFEROR shall provide originals of such executed Agreements to the State. Each employee or agent of the OFFEROR who signs this Agreement shall be subject to the same terms, conditions, requirements and liabilities set forth herein that are applicable to the OFFEROR.
3. OFFEROR shall return the Confidential Information to the State within five business days of the State's Notice of recommended award. If the OFFEROR does not submit a Proposal, the OFFEROR shall return the Confidential Information to Debi Chronister, Procurement Officer, DBED, 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 8 - 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 it’s the Department of Business and Economic Development (the “Department”), and \_\_\_\_\_ (“TO Contractor”), a corporation with its principal business office located at \_\_\_\_\_ and its principal office in Maryland located at \_\_\_\_\_.

### RECITALS

**WHEREAS**, the TO Contractor has been awarded a Task Order Agreement (the “TO Agreement”) for Website Maintenance and Support TORFP No. T00P9200025 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.

**CONTRACTOR/CONTRACTOR'S PERSONNEL:**

**DEPARTMENT OF BUSINESS AND ECONOMIC DEVELOPMENT:**

**NAME:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

Submit as required in Section 1.7 of the TORFP

## ATTACHMENT 9 – 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](mailto:contractoversight@doit.state.md.us) with the TO number in the subject line.

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

### 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% ( $3,000 \div 10,000 = 0.30$ ))**

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

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

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

Yes  No

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

\_\_\_\_\_

**Section 5 – TO Change Management**

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

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

B) Does the change management procedure include the following?

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

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

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

C) Have any change orders been executed?

Yes  No

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

\_\_\_\_\_

D) Is the change management procedure being followed?

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

# ATTACHMENT 10 – AGENCY ACCEPTANCE OF DELIVERABLE FORM

Agency Name: Department of Business and Economic Development

TORFP Title: Network Services

TO Manager: Regina Tillery, Rtillery@choosemaryland.org

**To:**

The following deliverable, as required by TO Agreement #T00P9200025, 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



TO Contractor Manager	Date
<b>DBED APPROVAL:</b>	<b>DATE APPROVED:</b>
Subtask Approver	Date
<b>DBED TO MANAGER APPROVAL:</b>	<b>DATE APPROVED:</b>
Regina Tillery	Date

ISSUED BY THE TO MANAGER AS REQUIRED IN SECTION 2.2.1 OF THE TORFP.



# ATTACHMENT 12: TO Contractor Performance Review Form

## Department of Business and Economic Development

### TO Contractor Performance Review

**TO Contractor:**

**Job Title:**

**Review Period Start:**

**Review Period End:**

**Reviewer: Regina Tillery**

**Reviewer Title: TO Manager**

### Performance Competencies

**Section Weight: 100%**

#### RATINGS

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

### Job Knowledge

**Weight: 20%**

	<i>N/A</i>	<i>Low</i>			<i>High</i>	
Competent in required job skills and knowledge	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Exhibits ability to learn and apply new skills	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Keeps abreast of current developments	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Requires minimal supervision	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Displays understanding of how job relates to others	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Uses resources effectively	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Overall</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## Judgment

**Weight:** 10%

	<i>N/A</i>	<i>Low</i>				<i>High</i>
Displays willingness to make decisions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Exhibits sound and accurate judgment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Supports and explains reasoning for decisions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Includes appropriate people in decision making process	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Makes timely decisions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Overall</b>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

## Communications

**Weight:** 20%

	<i>N/A</i>	<i>Low</i>				<i>High</i>
Expresses ideas and thoughts verbally	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Expresses ideas and thoughts in written form	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Exhibits good listening and comprehension	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Keeps others adequately informed	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Selects and uses appropriate communication methods	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Overall</b>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

## Planning & Organization

**Weight:** 10%

	<i>N/A</i>	<i>Low</i>				<i>High</i>
Prioritizes and plans work activities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Uses time efficiently	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Plans for additional resources	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Integrates changes smoothly	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sets goals and objectives	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Works in an organized manner	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Overall</b>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

## Quality

**Weight:** 10%

	<i>N/A</i>	<i>Low</i>				<i>High</i>
Demonstrates accuracy and thoroughness	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Displays commitment to excellence	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Looks for ways to improve and promote quality	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Applies feedback to improve performance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Monitors own work to ensure quality	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Overall</b>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

## Dependability

**Weight:** 10%

	<i>N/A</i>	<i>Low</i>				<i>High</i>
Responds to requests for service and assistance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Follows instructions, responds to management direction	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Takes responsibility for own actions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Commits to doing the best job possible	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Keeps commitments	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Meets attendance and punctuality guidelines	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Overall</b>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

## Customer Service

**Weight:** 10%

	<i>N/A</i>	<i>Low</i>				<i>High</i>
Displays courtesy and sensitivity	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Manages difficult or emotional customer situations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Meets commitments	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Responds promptly to customer needs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Solicits customer feedback to improve service	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Overall</b>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

**Quantity**

**Weight:** 10%

	<i>N/A</i>	<i>Low</i>				<i>High</i>
Meets productivity standards	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Completes work in timely manner	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Strives to increase productivity	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Works quickly	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Achieves established goals	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Overall</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

*N/A Low High*

**Summary**

**TO Contractor Acknowledgment**

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

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

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

\_\_\_\_\_  
*TO Contractor Signature/Date*

**Reviewer Comments**

\_\_\_\_\_  
*TO Manager Signature/Date*

\_\_\_\_\_  
*TO Procurement Signature/Date*

**EXHIBIT A**

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

**Printed Name and Address  
of Employee or Agent**

**Signature**

**Date**

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## **EXHIBIT B**

### **MITIGATION PROCEDURES**

**In the event the contractor fails to meet the expectation of the customer, the following mitigation steps will be followed.**

1. TO Manager or designee will notify the contractor and contractor personnel of the problem (i.e. Chronic lateness, failure to meet deadlines). This will be done in writing in the form of a letter.
2. TO Manager or designee may elect to discuss the problem directly with the contractor personnel or with both contractor and contractor personnel to determine the course of action to be taken to resolve the problem and the time frame to resolve it.
3. At the end of the time frame allowed to resolve the problem, the TO Manager or designee will notify the contractor that:
  - The problem has been resolved and there is no longer a need to track this problem
  - The problem is partially resolved and the customer is extending the time to resolve the problem
  - The problem is not resolved and the customer wishes to replace the contractor personnel with another resource agreed upon by both the contractor and customer as outlined in 2.12 NON-PERFORMANCE OF PERSONNEL

**Note**

Any infraction of a violent or criminal nature shall not follow the above mitigation process. The contractor shall provide a replacement resource upon notification from the TO Manager or designee that an act of violence or of a criminal nature has occurred.