

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

REDESIGN AND DEVELOP AGENCY WEB SITE WITH CMS

CATS+ TORFP # G20B7400003 / SRA 17-04



Issue Date: March 30, 2017

SMALL BUSINESS RESERVE

NOTICE TO BIDDERS/OFFERORS
SMALL BUSINESS RESERVE SOLICITATION

This is a Small Business Reserve Solicitation for which award will be limited to certified small business vendors. Only businesses that meet the statutory requirements set forth in State Finance and Procurement Article, §§14-501—14-505, Annotated Code of Maryland, and that are certified by the Department of General Services Small Business Reserve Program are eligible for award of a contract. For the purposes of a Small Business Reserve Solicitation, a small business is a for-profit business, other than a broker, that meets the following criteria:

A. It is independently owned and operated;

B. It is not a subsidiary of another business;

C. It is not dominant in its field of operation; and

D.1 With respect to employees:

(a) Its wholesale operations did not employ more than 50 persons in its most recently completed 3 fiscal years;

(b) Its retail operations did not employ more than 25 persons in its most recently completed 3 fiscal years;

(c) Its manufacturing operations did not employ more than 100 persons in its most recently completed 3 fiscal years;

(d) Its service operations did not employ more than 100 persons in its most recently completed 3 fiscal years;

(e) Its construction operations did not employ more than 50 persons in its most recently completed 3 fiscal years; and

(f) The architectural and engineering services of the business did not employ more than 100 persons in its most recently completed 3 fiscal years; and

D.2 With respect to gross sales:

(a) The gross sales of its wholesale operations did not exceed an average of \$4,000,000 in its most recently completed 3 fiscal years;

(b) The gross sales of its retail operations did not exceed an average of \$3,000,000 in its most recently completed 3 fiscal years;

(c) The gross sales of its manufacturing operations did not exceed an average of \$2,000,000 in its most recently completed 3 fiscal years;

(d) The gross sales of its service operations did not exceed an average of \$10,000,000 in its most recently completed 3 fiscal years;

(e) The gross sales of its construction operations did not exceed an average of \$7,000,000 in its most recently completed 3 fiscal years; and

(f) The gross sales of its architectural and engineering operations did not exceed an average of \$4,500,000 in its most recently completed 3 fiscal years.

Note: If a business has not existed for 3 years, the employment and gross sales average or averages shall be the average for each year or part of a year during which the business has been in existence. Further information on the certification process is available at eMaryland Marketplace.

KEY INFORMATION SUMMARY SHEET

This CATS+ TORFP is issued to obtain the services necessary to satisfy the requirements defined in Section 3 - Scope of Work. All CATS+ Master Contractors approved to perform work in the Functional Area under which this TORFP is released shall respond to this TORFP with either a Task Order (TO) Proposal to this TORFP or a Master Contractor Feedback form (See Section 4).

Solicitation Title:	REDESIGN AND DEVELOP AGENCY WEB SITE WITH CMS
Solicitation Number (TORFP #):	G20B7400003 / SRA 17-04
Functional Area:	Functional Area 2 - Web and Internet Systems
Issue Date:	03/30/2017
Questions Due Date and Time:	04/28/2017 at 2:00 PM Local Time
Closing Date and Time:	05/09/2017 at 2:00 PM Local Time
TO Requesting Agency:	Maryland State Retirement
Send Proposals to:	Ms. Margie J. Gordon, CPPB procurement@sra.state.md.us
Send Questions to (e-mail only)	procurement@sra.state.md.us
TO Procurement Officer:	Ms. Margie J. Gordon, CPPB Office Phone Number: 410-625-5656 Office Fax Number: 410-468-1704
TO Manager:	Mr. Michael D. Golden, Director of External Affairs Office Phone Number: 410-625-5603 Office Fax Number: 410-468-1710 e-mail address: mgolden@sra.state.md.us
TO Type:	Time and materials
Period of Performance:	180 days from Notice to Proceed
MBE Goal:	0 %
VSBE Goal:	0 %
Small Business Reserve (SBR):	Yes
Primary Place of Performance:	Maryland State Retirement Agency SunTrust Building 120 E. Baltimore Street Baltimore, MD 21202
TO Pre-proposal Conference:	Maryland State Retirement Agency SunTrust Building 120 E. Baltimore Street, Room 1631 Baltimore, MD 21202 04/21/2017 at 10:00 AM Local Time See Attachment 6 for directions.

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SECTION 1 - ADMINISTRATIVE INFORMATION

1.1 TORFP SUBJECT TO CATS+ MASTER CONTRACT

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 Information Technology (DoIT) and subsequent Master Contract Project Number 060B2490023, including any amendments.

All times specified in this document are local time, defined as Eastern Standard Time or Eastern Daylight Time, whichever is in effect.

1.2 ROLES AND RESPONSIBILITIES

Personnel roles and responsibilities under the TO:

- A. **TO Procurement Officer** – 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.
- B. **TO Manager** - The TO Manager has the primary responsibility for the management of the work performed under the TO Agreement, administrative functions, including issuing written directions, and for ensuring compliance with the terms and conditions of the CATS+ Master Contract. The TO Manager may designate one or more persons to act as his representative in connection with the foregoing activities.

The TO Manager will assign tasks to the personnel provided under this TORFP and will track and monitor the work being performed through the monthly accounting of hours deliverable for work types; actual work produced will be reconciled with the hours reported.

- C. **TO Contractor** – The TO Contractor is the CATS+ Master Contractor awarded this TO. The TO Contractor shall provide human resources as necessary to perform the services described in this TORFP Scope of Work.
- D. **TO Contractor Manager** – The TO Contractor Manager will serve as primary point of contact with the TO Manager to regularly discuss progress of tasks, upcoming tasking, historical performance, and resolution of any issues that may arise pertaining to the TO Contractor Personnel. The TO Contractor Manager will serve as liaison between the TO Manager and the senior TO Contractor management.
- E. **TO Contractor Personnel** – Any official, employee, agent, Subcontractor, or Subcontractor agents of the TO Contractor who is involved with the TO over the course of the TO period of performance.
- F. **Key Personnel** – A subset of TO Contractor Personnel whose departure during the performance period, will, in the State’s opinion, have a substantial negative impact on TO performance. Key personnel proposed as part of the TO Proposal shall start as of TO Agreement issuance unless specified otherwise in this TORFP or the Offeror’s TO Technical Proposal. Key Personnel may be identified after TO award.

1.3 TO AGREEMENT

Based upon an evaluation of TO Proposal responses, a Master Contractor will be selected to conduct the work defined in Section 3 - 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 TO Financial Proposal.

1.4 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the date and exact time stated in the Key Information Summary Sheet above. The date and time of an e-mail TORFP submission is determined by the date and time of arrival of all required files in the TO Procurement Officer's e-mail inbox. In the case of a paper TO Proposal submission, Offerors shall take such steps necessary to ensure the delivery of the paper submission by the date and time specified in the Key Information Summary Sheet and as further described in Section 4.

Requests for extension of this date or time will not be granted. Except as provided in COMAR 21.05.03.02F, Proposals received by the TO Procurement Officer after the due date will not be considered.

1.5 ORAL PRESENTATIONS/INTERVIEWS

All Offerors and proposed TO Contractor Personnel will be required to make an oral presentation to State representatives in the form of oral presentations. 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 TO is awarded to the Master Contractor. The TO Procurement Officer will notify Master Contractor of the time and place of oral presentations.

1.6 QUESTIONS

All questions must be submitted via e-mail to the TO Procurement Officer no later than the date and time indicated in the Key Information Summary Sheet. Answers applicable to all Master Contractors will be distributed to all Master Contractors who are known to have received a copy of the TORFP.

Answers can be considered final and binding only when they have been answered in writing by the State.

1.7 TO PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held at the time, date and location indicated on the Key Information Summary Sheet. Attendance at the pre-proposal conference is not mandatory, but all Master Contractors are encouraged to attend in order to facilitate better preparation of their proposals.

Seating at the pre-proposal conference will be limited to two (2) attendees per company. Attendees should bring a copy of the TORFP and a business card to help facilitate the sign-in process.

The pre-proposal conference will be summarized in writing. As promptly as is feasible subsequent to the pre-proposal conference, the attendance record and pre-proposal conference summary will be distributed via e-mail to all Master Contractors known to have received a copy of this TORFP.

In order to assure adequate seating and other accommodations at the pre-proposal conference, please e-mail the TO Procurement Officer indicating your planned attendance no later than three (3) business days prior to the pre-proposal conference. In addition, if there is a need for sign language interpretation

and/or other special accommodations due to a disability, please contact the TO Procurement Officer no later than five (5) business days prior to the pre-proposal conference. The TO Requesting Agency will make reasonable efforts to provide such special accommodation.

1.8 CONFLICT OF INTEREST

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

Master Contractors should be aware that the State Ethics Law, Md. Code Ann., General Provisions Article, Title 5, might limit the selected Master Contractor's ability to participate in future related procurements, depending upon specific circumstances.

By submitting a Conflict of Interest Affidavit and Disclosure, the Offeror shall be construed as certifying all personnel and subcontractors are also without a conflict of interest as defined in COMAR 21.05.08.08A.

1.9 LIMITATION OF LIABILITY

The TO Contractor's liability is limited in accordance with Section 27 of the CATS+ Master Contract. TO Contractor's liability under Section 27(c) of the CATS+ Master Contract for this TORFP is limited to two (2) times the total TO Agreement amount.

1.10 CHANGE ORDERS

If the TO Contractor is required to perform work beyond the scope of Section 3 of this TORFP, or there is a work reduction due to unforeseen scope changes, a TO Change Order is required. 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 changes shall be performed until a change order is approved by DoIT and executed by the TO Procurement Officer.

1.11 TRAVEL REIMBURSEMENT

Expenses for travel and other costs shall be reimbursed only with prior approval by the TO Manager. Expenses for travel performed in completing tasks for this TORFP shall be reimbursed in accordance with the CATS+ Master Contract.

1.12 MINORITY BUSINESS ENTERPRISE (MBE)

This TORFP has no MBE goal of as stated in the Key Information Summary Sheet above, representing the percentage of total fees paid for services under this Task Order.

1.13 VETERAN OWNED SMALL BUSINESS ENTERPRISE (VSBE)

This TORFP has no VSBE goal of as stated in the Key Information Summary Sheet above, representing the percentage of total fees paid for services under this Task Order.

1.14 NON-DISCLOSURE AGREEMENT**1.14.1 NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)**

Certain system documentation may be required by the TO in order to fulfill the requirements of the TO Agreement. The TO Contractor and TO Contractor Personnel who review such documents will be required to sign a Non-Disclosure Agreement (TO Contractor) in the form of Attachment 10.

1.15 LIVING WAGE

The Master Contractor shall abide by the Living Wage requirements under Title 18, State Finance and Procurement Article, Annotated Code of Maryland and the regulations proposed by the Commissioner of Labor and Industry.

All TO Proposals shall be accompanied by a completed Living Wage Affidavit of Agreement, Attachment 12 of this TORFP.

1.16 IRANIAN NON-INVESTMENT

All TO Proposals shall be accompanied by a completed Certification Regarding Investments in Iran, Attachment 15 of this TORFP.

1.17 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES

DoIT is responsible for contract management oversight on the CATS+ Master Contract. As part of that oversight, DoIT has implemented a process for self-reporting contract management activities of TOs under CATS+. This process typically applies to active TOs for operations and maintenance services valued at \$1 million or greater, but all CATS+ TOs are subject to review.

Attachment 11 is a sample of the TO Contractor Self-Reporting Checklist. DoIT may send initial checklists out to applicable/selected TO Contractors approximately three months after the award date for a TO. The TO Contractor shall complete and return the checklist as instructed on the form. Subsequently, at six month intervals from the due date on the initial checklist, the TO Contractor shall update and resend the checklist to DoIT.

1.18 MERCURY AND PRODUCTS THAT CONTAIN MERCURY

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

1.19 PURCHASING AND RECYCLING ELECTRONIC PRODUCTS

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

1.20 DEFINITIONS

Acceptable Use Policy (AUP)	A written policy documenting constraints and practices that a user must agree to in order to access a private network or the Internet
Access	An ability or means to read, write, modify, or communicate data/information or otherwise use any information system resource
Business Day	Monday through Friday (excluding State holidays)

Data Breach	The unauthorized acquisition, use, modification or disclosure of Sensitive Data
End User License Agreement (EULA)	The terms of service governing access to and use of the software services provided pursuant to this Task Order
Handle	(As relates to data) Collect, store, transmit, have access to data
Information System	A discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information
Information Technology (IT)	All electronic information-processing hardware and software, including: (a) maintenance; (b) telecommunications; and (c) associated consulting services
Local Time	Time in the Eastern Time zone as observed by the State of Maryland. Unless otherwise specified, all stated times shall be Local Time, even if not expressly designated as such
Maryland State Retirement Agency (MSRA, or the Agency)	The unit of the Executive Branch of Maryland State government issuing the TORFP
Normal State Business Hours	Normal State business hours are 8:00 a.m. – 5:00 p.m. Monday through Friday except State Holidays, which can be found at: www.dbm.maryland.gov – keyword: State Holidays
Notice to Proceed (NTP)	A written notice from the TO Procurement Officer that work on the Task Order, project or Work Order shall begin on a specified date. Additional NTPs may be issued by either the TO Procurement Officer or the TO Manager regarding the start date for any service included within this solicitation with a delayed or non-specified implementation date.
NTP Date	The date specified in an NTP for work on the Task Order, project or Work Order to begin
Offeror	A Master Contractor that submits a proposal in response to this TORFP
Personally Identifiable Information (PII)	Any information about an individual maintained by the State, including (1) any information that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information
Protected Health Information (PHI)	Information that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future

	payment for the provision of health care to an individual; and (i) that identifies the individual; or (ii) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
Security Incident	A violation or imminent threat of violation of computer security policies, Security Measures, acceptable use policies, or standard security practices. “Imminent threat of violation” is a situation in which the organization has a factual basis for believing that a specific incident is about to occur.
Security or Security Measures	The technology, policy and procedures that a) protect and b) control access to networks, systems, and data
Sensitive Data	Means PII; PHI; information about an individual that (1) can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; (2) is linked or linkable to an individual, such as medical, educational, financial, and employment information; or other proprietary or confidential data as defined by the State, including but not limited to “personal information” under Md. Code Ann., Commercial Law § 14-3501(d) and Md. Code Ann., State Gov’t § 10-1301(c).
Service Level Agreement (SLA)	Measurable levels governing TO Contractor performance and establishing associated liquidated damages for failure to meet those performance standards
SLA Activation Date	The date on which SLA charges commence under this Task Order, which may include, but not be limited to, the date of (a) completion of Transition In, (b) a delivery, or (c) releases of work.
Software as a Service (SaaS)	<p>Software-as-a-Service (SaaS) as used in this document is defined as the capability provided to the State to use the TO Contractor’s applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin client interface such as a Web browser (e.g., Web-based email) or a program interface. The State does not manage or control the underlying cloud infrastructure, including network, servers, operating systems, or storage, but may be permitted limited user-specific application configuration settings.</p> <p>Under SaaS, the TO Contractor is responsible for the acquisition and operation of all hardware, software and network support related to the services being provided, and shall keep all software current. The technical and professional activities required for establishing, managing, and maintaining</p>

	the environments are the responsibilities of the TO Contractor.
State	The State of Maryland
Subcontractor	An agent, service provider, supplier, or vendor selected by the TO Contractor to provide subcontracted services or products under the direction of the TO Contractor or other Subcontractors, and including any direct or indirect Subcontractors of a Subcontractor. Subcontractors are subject to the same terms and conditions as the TO Contractor.
System	All services and activities necessary to fully support the Agency's public Internet site program as an Information System, described as services and/or products in this RFP, to include application development services and support, and non-technical items such as documentation and other manual processes. This definition of System includes all System Source Materials developed as a result of this Task Order. All Upgrades and regulatory updates shall be provided at no additional cost to the State.
System Availability	The period of time the System will work as required including non-operational periods associated with reliability, maintenance, and logistics.
System Source Materials	Those materials necessary to wholly reproduce and fully operate the most current version of the System in a manner equivalent to the original System including, but not limited to: <ul style="list-style-type: none"> a) The executable instructions in their high level, human readable form and a version that is in turn interpreted, parsed and or compiled to be executed as part of the computing system ("source code"). This includes source code created by the Contractor or Subcontractor(s) and source code that is leveraged or extended by the Contractor for use in the project. b) All associated rules, reports, forms, templates, scripts, data dictionaries and database functionality. c) All associated configuration file details needed to duplicate the run time environment as deployed in the current deployed version of the system. d) All associated design details, flow charts, algorithms, processes, formulas, pseudo-code, procedures, instructions, help files, programmer's notes and other documentation. e) A complete list of third party, open source, or commercial software components and detailed configuration notes for each component necessary to

	<p>reproduce the system (e.g., operating system, relational database, and rules engine software).</p> <p>f) All associated user instructions and/or training materials for business users and technical staff</p>
Task Order (TO)	The scope of work described in this TORFP
Task Order Agreement	The contract awarded to the successful Offeror pursuant to this Task Order Request for Proposals, the form of which is attached to this TORFP as Attachment 3
TO Proposal	As appropriate, either or both an Offeror's Technical or Financial Proposal to this TORFP
TO Request for Proposals (TORFP)	This Task Order Request for Proposal, including any amendments / addenda thereto
Technical Safeguards	The technology and the policy and procedures for its use that protect Sensitive Data and control access to it
Total Evaluated Price	The Offeror's total proposed price for products/services proposed in response to this solicitation, included in the TO Price Sheet, and used in the financial evaluation of TO Proposals
Upgrade	A new release of any COTS component of the System containing major new features, functionality and/or performance improvements. An Upgrade would conventionally be indicated where the version number is changed by incrementing the numeric digits to the left of the decimal point, e.g., versions 1.0, 2.0, 3.0, and 4.0 would each typically be Upgrades to prior versions.
Veteran-owned Small Business Enterprise (VSBE)	A business that is verified by the Center for Verification and Evaluation (CVE) of the United States Department of Veterans Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13 and http://www.vetbiz.gov .
Work Order	A subset of work authorized by the TO Manager performed under the general scope of this TORFP, which is defined in advance of fulfillment, and which may not require a change order. Except as otherwise provided, any reference to the TO shall be deemed to include reference to a Work Order.
Working Day(s)	Same as "Business Day"

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SECTION 2 - COMPANY AND PERSONNEL EXPERIENCE

2.1 MINIMUM QUALIFICATIONS

2.1.1 OFFEROR'S COMPANY MINIMUM QUALIFICATIONS

Only those Master Contractors that fully meet all minimum qualification criteria shall be eligible for TORFP proposal evaluation. The Master Contractor's proposal and references will be used to verify minimum qualifications.

The Master Contractor's proposal shall demonstrate meeting the following minimum requirements:

At least two (2) years' experience in public-facing web site design and implementation.

2.1.2 OFFEROR'S PERSONNEL MINIMUM QUALIFICATIONS

Only those Master Contractors supplying proposed Key Personnel that fully meet all minimum qualification criteria shall be eligible for TORFP proposal evaluation.

The Key Personnel proposed under this TORFP must meet all minimum qualifications for the labor category proposed, as identified in the CATS + Master Contract Section 2.10. Resumes shall clearly outline starting dates and ending dates for each applicable experience or skill.

Master Contractors shall propose **two (2) Key Personnel** in response to this TORFP. One individual must qualify as a senior-level Business Analyst role, and the second must qualify as a senior-level Web Developer role. All other planned positions shall be described generally in the Staffing Plan, and may not be used as evidence of fulfilling company or personnel minimum qualifications.

2.2 TO CONTRACTOR AND PERSONNEL EXPERIENCE

The following experience will be evaluated as part of the technical proposal.

2.2.1 For both Master Contractor and proposed Personnel, breadth of knowledge of functions involving (in decreasing preferential order):

- Public defined benefits/pension administration
- Defined contribution programs administration
- Treasury operations
- Comptroller operations

These functions engage in activities that are similar to those at MSRA, in that they intrinsically interact with a constituency in areas like investments, monthly benefit payments, or asset/cash management and where the constituency is presented with options from which they can choose service delivery mechanisms.

2.2.2 For proposed Senior Web Developer personnel:

- a. Experience developing web sites using usability techniques
- b. Experience using CMSs for web site development
- c. Evidence of customer-related (contracted) or employee-related experiences designing web sites that have been certified to comply with WCAG 2.0 or Section 508 guidelines for accessibility

2.2.3 For proposed Senior Business Analyst personnel:

- a. Experience interviewing and documenting requirements from non-technical business unit staff, associated specifically with web site design or ongoing maintenance
- b. Experience with public facing web sites for public sector defined benefit pension organizations.

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SECTION 3 - SCOPE OF WORK

3.1 PURPOSE

MSRA is issuing this CATS+ TORFP to obtain public web site re-design services and an associated content management tool (a “content management system” or “CMS”) in accordance with the scope of work described in this Section 3. MSRA intends to host the website.

The MSRA believes a critical success factor to this web site redesign is existing knowledge that the Master Contractor brings to this TO Agreement. **Offerors are advised that MSRA expects expertise from the selected Master Contractor in the area of public sector defined benefit programs (e.g., retirement and pension plan systems and websites).** Note that defined contribution plans such as 401K services are not considered equivalent by the State.

MSRA desires a lean, nimble TO Contractor that can deliver a completely revised website within a six-month period, with incremental releases of functionality throughout the period, as appropriate after initial delivery of a minimum viable product. MSRA anticipates the successful offeror’s business analyst will act as a senior advisor with domain knowledge who can guide the MSRA’s business owners to a quick, effective website solution.

As part of the evaluation of the proposal for this Task Order, Master Contractors shall propose exactly two (2) Key Personnel and shall describe in a Staffing Plan how additional resources shall be acquired to meet the needs of the TO Requesting Agency. All other planned positions shall be described generally in the Staffing Plan, and may not be used as evidence of fulfilling company or personnel minimum qualifications.

MSRA expects the proposed Key Personnel to be available as of the start date specified in the Notice to Proceed (NTP).

MSRA intends to award this Task Order to one (1) Master Contractor that proposes a team of resources and tools (e.g., a CMS) that can best satisfy the TO requirements.

3.2 REQUESTING AGENCY BACKGROUND

The mission of the Agency, under the governance of its Board of Trustees (the Board), is to administer the survivor benefits, disability benefits, and retirement benefits of the System’s participants, and to ensure that sufficient assets are available to fund the benefits when due.

In fulfilling this mission, the Agency performs two essential core business processes: (1) administration of benefits and (2) investment of assets, currently valued in excess of \$46 billion. The continuing, uninterrupted success of these two core business processes is of critical importance to over 390,000 active and former State employees, teachers, State police, judges, law enforcement officers, correctional officers, and legislators. The Agency also manages pension plans/systems for over 150 Participating Governmental Units (PGUs) which individually elect to participate in the System. In all, the Agency administers over 50 separate retirement and pension plans and interfaces with over 150 external (to the Agency) payroll centers across the State. Revenue to the Pension System is generated from employee contributions, employer contributions and payments, as well as from income generated by the invested assets of the trust funds. Efficient and effective administration of benefits and investment returns directly affect the State’s and PGUs’ contractual obligations (i.e., the required contribution rate).

The Agency has established the following four broad goals in support of its mission:

- Goal 1: To prudently invest assets of the Maryland State Retirement and Pension System (MSRPS) in a well-diversified manner to optimize long-term returns while controlling risk through excellence in the execution of the investment objectives and strategies of the System.
- Goal 2: To effectively communicate with all retirement plan participants to inform them about the benefits provided by MSRPS and to educate them about planning and preparing for all aspects of their defined benefit system.
- Goal 3: To pay all retirement allowances provided by State pension law to the MSRPS retirees and their beneficiaries in an accurate and timely manner.
- Goal 4: To efficiently collect the required employer and employee contributions necessary to fund MSRPS and Agency operations.

The public pension “industry” differs in several significant ways from general governmental functions and these differences are reflected in the Agency’s web site content, style sheet, and format. Some of the differences that must be factored into the new web site design include the following:

1. The Board has a fiduciary responsibility solely to the members of MSRPS – individuals for whom participation in retirement programs is mandatory and on whose behalf the Agency administers a specific employee benefit. This means that the primary focus of the Agency, as the Agency administering the MSRPS, is active and retired participants in, along with other beneficiaries of, pension and retirement programs. Consequently, the Agency’s public web site should be designed to:
 - a. Be principally targeted at assisting members in understanding their benefits and performing retirement planning tasks, and presenting the financial condition of the MSRPS trust fund.
 - b. Be task-focused to its audience. The Agency’s web site design can primarily focus on ease of use and navigation, perhaps downplaying content that promotes the Agency and the System to the general public, vendors, business partners, or other constituencies.
 - c. Reflect the long-term relationship of the MSRPS with its members. MSRPS assets are invested with a long-term focus, typically in the 25 to 30-year range, and the service relationship that the Agency has with its members can extend 60 years or more, irrespective of location of residence.
 - i. Particularly after retirement, a significant portion (23%) of MSRPS members live outside of Maryland, including abroad, and the Agency devotes considerable resource to tracking where retirees or potential retirees reside.
 - ii. Many former employees are vested and eligible for benefits, even though they may have left their respective employers decades before. The public web site thus becomes a means of communicating with individuals who are entitled to benefits, a portion of which many members funded out of contributions deducted from their own historical compensation, and may not realize it.
2. The Agency, in administering the MSRPS, has a stated mission to earn funds from its diverse investment portfolio. Over 260 fund managers invest the trust fund in various assets classes (growth/equity, rate sensitive, credit, real assets, and absolute return) at the direction of the Board of Trustees and its Investment Committee, according to a carefully-crafted allocation strategy. In this regard, the Agency is similar to a private sector investment house but without individual investor

accounts. This kind of activity is, therefore, unique within a governmental setting. The public web site becomes one vehicle to communicate to participants, whose collective contributions (as noted above) comprise a significant portion of the fund itself, the strategy behind and performance of the investment portfolio.

3. By law, the Agency and the Board are prohibited from involvement in policy or benefits-related discourse, but are charged exclusively with the management of MSRPS's retirement and pension programs as enacted and periodically revised by the General Assembly on behalf of employers (the State and the PGUs), active and retired participants, and beneficiaries. Similarly, the governance structure of the Board and its representative membership serve to insulate the System from the immediate impacts of a political election cycle. While the Board may opine on the financial impact of proposed legislation on the assets of the trust fund, or on how proposed legislation may comport with Federal (particularly Internal Revenue Service) regulations, the Board otherwise avoids involvement in policy matters. The web site reflects this restriction.

3.3 PROJECT BACKGROUND

The MSRA (Agency) is seeking to re-design the Agency's public web site, www.sra.maryland.gov, to provide all stakeholders, especially active members and retirees and their respective employers, with easy-to-find, updated information. The existing web site was last re-designed in 2010.

Those most likely to browse the Agency's public web site are either active or retired members of the Maryland State Retirement and Pension System – who may be engaged in making life/financial decisions regarding retirement programs and options available to them – or those interested in the performance and management of the Agency's trust fund assets.

The current web site has no data driven components, and average approximately 20,000 visits each month. This number varies somewhat based on time of year, much of that variance reflecting our participants' life planning cycles. The most common activities are obtaining printable forms, benefits estimation (a generic calculator that only is able to calculate maximum payment amounts, unable to consider survivor or beneficiary factors), verifying payment dates, and obtaining general information about the Agency and the Board of Trustees. Other frequent page visits are related to investments, ways to contact the Agency, and health insurance information.

It is not likely that the Agency's public site will be casually browsed by the general public; rather, "typical" site visitors are seriously engaged in significant focused research that directly relates to their long-term financial well-being or success, or alternatively will be an employer on whose behalf the Agency administers significant employee benefits programs. The public web site, therefore, will be limited in how it approaches such baseline Internet concepts as "search engine optimization" – because of their highly targeted constituency, public pension funds may prefer to remain more "below the radar" compared to other Internet sites, or even compared to financial institutions such as banks and insurance companies who market their services to the public. This may impact how much of the site map is deliberately submitted / made available to search engines.

The Agency's current web site is hosted in the Agency data center on a Windows Server 2012 platform, with .NET architecture, running Internet Information Services for Windows and Microsoft SQL Server. The Agency intends to continue its on-premise hosting, and therefore Microsoft-centric architecture and tools will be given a technical preference; however, the Agency is willing to accept other proposed technologies that offer significant comparative (to a Microsoft-based architecture / product suite) benefits to the Agency.

Offerors are advised that the Agency is not interested in a Microsoft SharePoint solution for its web site, in part because Microsoft no longer recommends SharePoint as a content management system platform. The Agency uses Microsoft SharePoint Server as the foundation for its “intranet” site, branded “The SRA Café.” SharePoint was also used by the Agency in the past to develop a web-technology-based site used by the Agency’s Board of Trustees, which is no longer in Production status.

The Agency is also definitive that any Production product used by the Agency, including the CMS, has an earned reputation as a secure platform. The Agency plans to implement secure Internet portals for members and employers in the future, but expects that the content for those portals will remain comparatively static. Therefore, the public web site that will be developed because of this current TORFP will represent the principal use of a CMS at this Agency. Offerors should consider that MSRA’s future needs for CMS are limited to the requirements in this document when selecting the CMS for proposal.

The selection of a CMS is intrinsically linked to the selection of a TO Contractor to develop the new public web site for the Agency. Consequently, other aspects of a proposed CMS in which the Agency has an interest include:

- a. Ease of content maintenance, particularly by non-technical business users – or, if applicable, add-in tools available to enhance usability of the basic CMS / template
- b. A wide variety of existing templates available in the marketplace, to expedite development and provide flexibility in the longer run to refresh the site or apply a new “skin” or theme to the site without significant re-programming or re-structuring of content
- c. Extent of the CMS’s proprietary nature, which might inhibit future migration to an alternative CMS, of particular importance to the Agency given the Agency’s experience with products for which support has been discontinued over time
- d. Prevalence of the CMS in the marketplace (i.e., the CMS’s installed base), and availability of technical personnel who can assist the Agency in the future, if needed, to support the CMS.
- e. Ease of architecture and code maintenance, to make subsequent incremental changes to the web site rapidly in-house
- f. Ease of installation, configuration, and integration with operating systems, database management products
- g. Ability to handle form-based and in-context editing, and provide non-technical templates that users might use to create new content
- h. Highly-rated by independent technology research organizations, such as Gartner or InfoTech
- i. Demonstrated tested against all major browsers in the market (e.g., Firefox, Internet Explorer, Edge, Safari, Chrome) including several back-releases
- j. Reasonable value compared to alternative CMS products, when factoring in requisite add-in products and ongoing licensing or maintenance
- k. Ability to add a secured (tethered) login feature to link the public web site to future secured transactional web portals for employers and for members
- l. Overall, the CMS should be a long-term strategic product offered by a reputable organization that provides ongoing product support.

While the current public web site is functional, it was designed to be generally informative rather than task-focused. There are several aspects of its current public web site that the Agency wishes to improve:

1. Engagement – compared to other public pension system sites, SRA’s current site is sometimes seen as less engaging to the viewer, that is, the site has limited graphics, limited audio or video, and mostly static content. In the new web site iteration, the Agency is looking for an engaging experience with focus on participant needs, as described above.
2. Site maintenance – the site does not use a CMS to frame the site and simplify maintenance. It is envisioned that the site structure will be maintained by Agency Information Systems personnel, while much of its content will be maintained by Agency non-technical business users, and that use of a CMS will minimize the effort by design.
3. Navigation – there is a sense that the site needs better organization and usability, with fewer clicks and more obvious content location.
4. Measurability – current tools provide some visibility into actual use and access of site web pages, and the agency is looking for the contractor to assist in improving that visibility.
5. Accountability – the new site’s administrative/management tools should better capture who made changes and when, from an audit controls perspective.
6. Understandability – there is a question if the current text communicates in language users understand (e.g., the home page’s use of the term “participant”). Prospective bidders are expected to bring to the engagement knowledge of what terminology best communicates with members of a public pension system, to advise the Agency based on experience (see Sections 2.2 and 2.3 of this TORFP).
7. Presentation consistency – the new web site should conform to a revised “style guide” developed to assist in maintaining site consistency over time.
8. Balance between Agency missions – to ensure that both the Pension Administration and Investments functions are represented in the site’s content.
9. Social media “friendliness” – the existing site has minimal links to social media. While the Agency has a presence on social media, this is expected to increase over time reflecting evolving membership demographics.
10. Searchability – while the existing site contains considerable content in certain areas, finding what you want on the current site is sometimes viewed as difficult by the end user.
11. Platform compatibility – to ensure that content can be clearly presented on devices ranging from common monitor sizes, common display resolution settings, tablets, and common mobile device screens.
12. Complement to Agency operations – the Agency seeks to optimize the functionality of the web site to better provide answers to those questions and issues most often raised by members, employers, Board of Trustees (the “Board”) members, legislators, media, and other constituencies in their respective contacts with the Agency.

Currently, there are several parts of the site that link to other functions or that include interaction between the user and the Agency. These include:

1. A link to a separate secure web site that permits members, after authentication, to re-print 1099R forms (for retirees) and personal statements of benefits (for active members).
2. A link to a PDF-based list of individuals' names to whom the Agency may owe unclaimed funds or benefits.
3. Links to YouTube or Vimeo hosted videos, web-based software that the Agency uses to schedule Member Services appointments, and other useful external resources.

In addition, unlike the typical State Agency, there are few references to the Executive Branch or Agency leadership, other than describing the credentials of the Board members who are tasked with overseeing the assets and benefits administration.

One component of many public defined benefit agency web sites that is not yet so prominent a feature of the Agency site is a login to secure portals for members and employers. These secure "self-service" portals allow transaction processing, that promise to be a convenient and important constituent service, allowing agency employees to focus more on service and less on paper-based processing. This Agency's public web site redesign effort needs to anticipate the eventual implementation of secure member and employer portals, readily accessible and well-placed to fulfill their designated purposes.

3.4 PROFESSIONAL DEVELOPMENT

Any TO Personnel provided under this TORFP shall maintain any required professional certifications for the duration of the resulting Task Order.

3.5 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES

The TO Contractor shall comply and remain abreast of with all applicable laws, regulations, policies, standards, and guidelines affecting information technology and 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 security and technology project execution.

The foregoing may include, but are not limited to, the following policies, guidelines and methodologies that can be found at the DoIT site

(<http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx>).

- A. The State of Maryland System Development Life Cycle (SDLC) methodology
- B. The State of Maryland Information Technology Security Policy and Standards
- C. The State of Maryland Information Technology Non-Visual Access Standards
- D. The TO Contractor shall follow project management methodologies consistent with the Project Management Institute's Project Management Body of Knowledge Guide.
- E. TO Contractor assigned personnel shall follow a consistent methodology for all TO activities.
- F. The State's Information Technology Project Oversight Policies for any work performed under this TORFP for one or more Major IT Development Projects (MITDPs)

3.6 REQUIREMENTS

The scope of this effort includes the following requirements:

3.6.1 High-Level Scope

The TO Contractor shall furnish the following:

- 1) Analyze the existing Agency web site and supporting information.
- 2) Identify Agency web site user roles and high-level requirements, using interviews and other similar organizations' web sites.
- 3) Implement an updated web site, meeting the documented requirements, using the CMS proposed in the Offeror's TO Proposal.
- 4) Provide guidance to the Agency, as needed, to configure the State's operating environments (development, test, production) in which the web site will be implemented.
- 5) Implement a web site that is standards-based, in an industry-standard CMS, ensuring that any proprietary add-in or supplemental tools are capable of being licensed and vendor-supported, and that allows MSRA to extend and adapt the web site content with limited developer resources.
- 6) Consistent with the public web site design, at the State's option, provide a general design for a future secure member Internet portal for transacting business with the Agency.
- 7) Provide training for all implemented software to support, as appropriate, the State's administration, ongoing site maintenance, and content updates.

3.6.2 Additional Requirements Detail

1. Orientation and kick-off, encompassing:
 - a. Meet with External Affairs to identify key external and internal stakeholders.
 - b. Refine the list of key business drivers and success criteria to set a context for site requirements.
 - c. Finalize the project timeline and time commitments by TO Contractor and Agency/Board personnel.
2. Review the existing web site and available user browsing statistical information (web and search logs, page views, etc. derived from Google Analytics) and measurements used to track staff performance in Member Services, Investments, Data Control, and Benefits Processing. This will assist in understanding uses of the existing web site and what specific functions appear most useful to existing site visitors.
3. Review feedback/comments from Member Services surveys of members who contacted the Call Center, collected and presented to the Board monthly. In addition, review and analyze member service calls and e-mail messages, along with Member Services "Form 42" Call Referral/Escalation requests. This will assist in understanding what specific functions might be more responsive to site visitors, if they were presented or more prominent on the new web site.
4. Meet separately with External Affairs, the Chief Investment Officer/Deputy, the Retirement Administrator/Deputies, and the Executive Director to identify, and if possible quantify and categorize, inquiries received from industry and general media, funds' managers and other financial services providers, legislators, other pension funds, and other external parties, along with other needs and preferences for the new site.
5. Working with the Director of External Affairs, conduct interviews with key stakeholders, to assess and document other needs and preferences. For planning purposes, contractor should assume unique interviews with each of the following parties:
 - a. A representative group of active members
 - b. A representative group of retirees

- c. A subset of the Board of Trustees
 - d. Director of Member Services/Managers
 - e. Chief Operating/Finance Officer/Deputy
 - f. Information Systems (Chief Information Systems Officer/Deputy/Directors).
6. Conduct a baseline assessment of the current Agency site to identify aspects that might be improved in the new design.
 7. Analyze other public pension plans' web sites and document appealing concepts/examples to use in soliciting reactions from Agency personnel and prospective new web site users.
 - a. Identify five to seven sample web sites based on industry feedback from the National Association of State Retirement Administrators (NASRA), Public Retirement Information Systems Management (PRISM), and other sources.
 - b. Examine and list concepts to consider, such as:
 1. Content included on those sites along with site maps.
 2. Purposeful organization of content.
 3. Navigation techniques and patterns, including display of breadcrumbs to navigate among hierarchical pages
 4. Site search features.
 5. Use of sound, animation, and video.
 6. Colors, fonts, and readability/phrasing/labels used.
 7. Access to any secure member or employer portals from the sites.
 8. Comment/feedback modules/unsecure or secure messaging from the web site (webmaster, Member Services, External Affairs ...).
 9. Structure/site locations of a Frequently Asked Questions (FAQ) feature.
 10. Overall impressions.
 - c. Gather observations and document them.
 - d. Schedule and issue invitations to attend a presentation/demonstration for key evaluation personnel, to obtain feedback and concurrence.
 - e. Conduct a presentation/demonstration.
 - f. Refine observations into a set of design parameters/objectives.
 8. In conjunction with technical and business users at the Agency:
 - a. Develop user profiles (list of user characteristics), while enabling web site administrators to impersonate any of those roles for viewing, testing, and maintenance purposes.
 - b. Develop a task matrix (tasks ranked by user groups), task lists (ranked by importance, frequency, and feasibility), and commonly-transacted task flow/process diagrams. Provide to the Agency for feedback and verification.
 - c. Make design recommendations for the site that are prioritized/sequenced to derive the optimal site utility in the least amount of time.
 - d. Provide a web site design that is visually appealing, intuitive, and easy to use and that includes, but is not limited to, template creation, security and approval levels, WYSIWYG content editing, versioning, and content scheduling
 1. The site must support versioning and indexing of content to meet any legal or policy-based records retention requirements.
 2. The design must leave sufficient flexibility to permit a future tethered login to secure member / employer portals on each page without significant modification of screen "real estate" – for example, the design might leave the upper right corner of the screen more open deliberately, to allow future use of the space.

3. The design must detect and accommodate various screen resolutions and sizes such that any device can effectively view/use the site (“responsive web design”).
 4. The design must be compatible with the most current and the last previous version of the most common web browsers including, at a minimum, Internet Explorer, Firefox, Chrome, and Safari.
 5. Compatibility with the most common current versions of mobile and handheld devices including, at a minimum, Apple iOS-based devices, Android-based devices, and Windows-based devices.
 6. Ability to integrate with MS-Exchange e-mail messaging to the webmaster, Member Services, External Affairs, and other internal Agency parties who can respond to site inquiries.
 7. Enablement of meta-tagging and keyword searches.
 8. Incorporation, to the extent possible, of usability criteria evolving from earlier project tasks and from the experience and expertise of the Contractor and its staff.
 9. Design and implementation must comply with State non-visual access regulations (COMAR 17.06.02.01-.12) in addition to Web Content Accessibility Guidelines (WCAG) 2.0 or Section 508 guidelines, as applicable.
 10. Design and implementation must comply with OWASP and NIST security guidelines, as applicable. The design document must provide supporting details on how the public web site will comply with these guidelines, and a demonstration to the Agency of compliance is required.
- e. Conduct at least one usability test of prototypes, wireframe mock-ups, or low level prototypes of information architecture.
 - f. At the State’s option, using the current public web site design as a model, and based on knowledge of the public pension industry, provide a design concept for a future secure member transactional web site that would be accessed from the public site once implemented. NOTE: Development of a secure member transactional web site/portal is not part of this current scope of work; rather, the Agency would like the TO Contractor to share thinking about what a secure member site might look like for this Agency.
 1. Style standards and navigation techniques should be consistent with the TO Contractor’s public web site design concepts.
 2. At a minimum, concepts for organizing the site and menus encompassing typical secure portal functions should be included (e.g., active versus retired menu options),
 3. A strategy for incorporating multi-factor user authentication must be incorporated into the design concept.
 4. The design should accommodate incremental growth of secure site functions (e.g., changes of address, deposit account, or beneficiary), which will be incorporated onto the secure site in a modular manner over time.
 5. A mock-up of a secure member site must be provided, including sufficient numbers of sample screens to convey a clear concept for the secure site.
9. As an option, provide pricing for the identified proposed CMS and any recommended add-ins or supporting tools.
 - a. The Master Contractor’s proposal shall also identify which content management system(s) (CMS or plural CMSs) is(are) used by the Master Contractor and its personnel to develop web sites for its clients, one of which would be used for execution of the contract with the Agency should an award be made to the Master Contractor. In its Technical Proposal, the Master Contractor shall fully describe the features of each

- CMS, along with any supplementary or add-in components used to develop and maintain the web site, and how the proposed CMS and supplemental software tools meet all requirements specified in Section 3 Scope of Work below.
- b. If the Master Contractor proposes to acquire the CMS or supplementary / add-in software components before or during the development period of performance, then the Master Contractor must transfer ownership and points-of-contact on all software components to the Agency prior to completion of work.
10. Recommend tools (within or external to the CMS) to capture statistics on site use, to handle searches on the site, to control site access/change control privileges, to facilitate application programming interfaces to external systems, and other utilities that improve the Agency's ability to understand and manage web site value. In addition, recommend a detailed, scalable technical architecture to support the envisioned new Production site along with a test web site, assuming current and prospective levels of site access.
 11. Using an incremental development strategy, construct an initial mock-up of a new Agency web site.
 - a. Organize site content and main categorization based on users' needs; provide a site map for the fully-envisioned web site.
 - b. Develop wireframes, page schematics, and interface specifications based on research-based usability engineering practices.
 - c. Analyze terminology and labeling to ensure the site is logical and intuitive based on users' knowledge levels and simplicity of use.
 - d. Develop the site in multiple stages, enabling feedback from each stage and refinement of design and usability concepts as site build-out progresses.
 12. Implement the initial web site design in a test region.
 - a. Design the web site to operate in a virtualized Windows-based server environment in a DMZ provided by the Agency.
 - b. Assist the Agency in installing and configuring the platform for the web site, and in implementing all software and utilities required to operate the site.
 - c. Provide transition support services to migrate existing content to the new site, as appropriate.
 1. External Affairs will work with various Agency business units to revise or add new site content to match the new site design.
 2. Information Systems will work with External Affairs to initially load all content into the CMS frames, with TO Contractor assistance and advice.
 - d. Work with Agency systems development personnel to provide expertise and suggestions for proper site promotion utilizing keywords indexing, site registration with major search engines, meta tag use, and other methods of enhancing site access.
 13. Test the site with select users.
 - a. Load test the site with the Agency's Information Systems team, and test to work properly with identified browsers and devices/operating systems and platforms. Any page on the site must be able to display within three seconds.
 - b. External Affairs will select and schedule a representative sampling of internal and external stakeholders.
 - c. TO Contractor shall present the new site and validate usability and terminology in an initial demonstration and feedback session; External Affairs will provide all consolidated guidance to the TO Contractor.
 - d. Site will be tested for accessibility, per item 8.d above.

- e. TO Contractor shall take feedback from the initial session, make changes, and conduct a second session including demonstration of accessibility and platform compatibility features.
- f. External Affairs will consolidate comments and provide final guidance to the TO Contractor.
- g. TO Contractor shall incorporate changes into the final web site and prepare it for launch.
- h. TO Contractor shall document the site.

14. Training

- a. Training shall be conducted for Agency business and technical personnel to maintain site content. Instructions will be documented and provided to the Agency for developing and maintaining site content.
- b. Technical training in the CMS tools and any site-related scripting/programming will be provided to Information Systems.
- c. Technical specifications, configurations, operating procedures, and site administrative functions shall be documented and provided to Information Systems.

15. Site Elevation to Production/Launch

- 16. Provide monthly progress reports to Agency management during web site development, or more frequently as requested.

3.6.3 TRANSITION-IN REQUIREMENTS

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

3.6.4 TRANSITION-OUT REQUIREMENTS

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

3.6.5 TO CONTRACTOR RESPONSIBILITIES

Specific TO Contractor responsibilities for this procurement are presented in Section 3.6 above.

3.6.6 TO CONTRACTOR PERSONNEL DUTIES AND RESPONSIBILITIES

Specific TO Contractor personnel duties and responsibilities for this procurement are presented in Section 3.6 above.

3.7 PERFORMANCE AND PERSONNEL

3.7.1 WORK HOURS

- A. Business Hours Support: The TO Contractor's collective assigned personnel shall support core business hours (8:30 AM to 5:00 PM), Monday through Friday except for State holidays, Service Reduction days, and Furlough days observed by MSRA. TO Contractor Personnel may also be required to provide occasional support outside of core business hours, including evenings, overnight, and weekends, to support specific efforts and emergencies to resolve system repair or restoration.
- B. Non-Business Hours Support: After hours support may be necessary to respond to IT Security emergency situations. Additionally, services may also involve some evening and/or weekend hours performing planned activities in addition to core business hours. Hours performing system upgrades would be billed on actual time worked at the rates proposed.

3.7.2 DIRECTED PERSONNEL REPLACEMENT

- A. The TO Manager may direct the TO Contractor to replace any TO Contractor Personnel who, in the sole discretion of the TO Manager, are perceived as being unqualified, non-productive, unable to fully perform the job duties, disruptive, or known, or reasonably believed, to have committed a major infraction(s) of law or Agency, Contract, or Task Order requirement.
- B. If deemed appropriate in the discretion of the TO Manager, the TO Manager shall give written notice of any TO Contractor Personnel performance issues to the TO Contractor, describing the problem and delineating the remediation requirement(s). The TO Contractor shall provide a written Remediation Plan within three (3) days of the date of the notice. If the TO Manager rejects the Remediation Plan, the TO Contractor shall revise and resubmit the plan to the TO Manager within five (5) days of the rejection, or in the timeframe set forth by the TO Manager in writing. Once a Remediation Plan has been accepted in writing by the TO Manager, the TO Contractor shall immediately implement the Remediation Plan.
- C. Should performance issues persist despite the approved Remediation Plan, the TO Manager will give written notice of the continuing performance issues and either request a new Remediation Plan within a specified time limit or direct the removal and replacement of the TO Contractor Personnel whose performance is at issue. A request for a new Remediation Plan will follow the procedure described in Section 3.7.2B.
- D. In circumstances of directed removal, the TO Contractor shall provide a suitable replacement for TO Manager approval within fifteen (15) days of the date of the notification of directed removal, or the actual removal, whichever occurs first, or such earlier time as directed by the TO Manager in the event of a removal on less than fifteen days' notice.
- E. Normally, a directed personnel replacement will occur only after prior notification of problems with requested remediation, as described above. However, the TO Manager reserves the right to direct immediate personnel replacement without utilizing the remediation procedure described above.
- F. Replacement or substitution of TO Contractor Personnel under this section shall be in addition to, and not in lieu of, the State's remedies under the Task Order or which otherwise may be available at law or in equity.

3.7.3 SUBSTITUTION OF PERSONNEL

3.7.3.1 PRIOR TO AND 30 DAYS AFTER TASK ORDER EXECUTION

Prior to Task Order Execution or within thirty (30) days after Task Order Execution, the Offeror may substitute proposed Key Personnel only under the following circumstances: vacancy occurs due to the sudden termination, resignation, or approved leave of absence due to an Extraordinary Personnel Event, or death of such personnel. To qualify for such substitution, the Offeror must describe to the State's satisfaction the event necessitating substitution and must demonstrate that the originally proposed personnel are actual full-time direct employees with the Offeror (subcontractors, temporary staff or 1099 contractors do not qualify). Proposed substitutions shall be of equal caliber or higher, in the State's sole discretion. Proposed substitutes deemed by the State to be less qualified than the originally

proposed individual may be grounds for pre-award disqualification or post-award termination.

An **Extraordinary Personnel Event** – means Leave under the Family Medical Leave Act; an incapacitating injury or incapacitating illness; or other circumstances that in the sole discretion of the State warrant an extended leave of absence, such as extended jury duty or extended military service.

3.7.3.2 SUBSTITUTION POST 30 DAYS AFTER TASK ORDER EXECUTION

The procedure for substituting personnel after Task Order execution is as follows:

- A) The TO Contractor may not substitute personnel without the prior approval of the TO Manager.
- B) To replace any personnel, the TO Contractor shall submit resumes of the proposed individual specifying the intended approved labor category. Any proposed substitute personnel shall have qualifications equal to or better than those of the replaced personnel.
- C) Proposed substitute individual shall be approved by the TO Manager. The TO Manager shall have the option to interview the proposed substitute personnel and may require that such interviews be in person. After the interview, the TO Manager shall notify the TO Contractor of acceptance or denial of the requested substitution. If no acceptable substitute personnel is proposed within the time frame established by the TO Manager, the TO Agreement may be cancelled.

3.7.4 PREMISES AND OPERATIONAL SECURITY

- A) TO Contractor Personnel may be subject to random security checks during entry and exit of State secured areas. The State reserves the right to require TO Contractor Personnel to be accompanied while on secured premises.
- B) TO Contractor Personnel shall follow the State of Maryland IT Security Policy and Standards throughout the term of the TO Agreement.
- C) The State reserves the right to request that the TO Contractor submit proof of employment authorization for non-United States citizens, prior to commencement of TO Contractor Personnel work under the Task Order.
- D) TO Contractor shall remove any TO Contractor Personnel from working on the resulting TO Agreement where the State of Maryland determines that said TO Contractor Personnel has not adhered to the security requirements specified herein. The cost of complying with all security requirements specified herein are the sole responsibility and obligation of the TO Contractor and its subcontractors and no such costs shall be passed through to or reimbursed by the State or any of its agencies or units.

3.7.5 WORK SPACE, WORKSTATIONS, NETWORK CONNECTIVITY AND SOFTWARE

While TO Contractor personnel are on MSRA premises, MSRA will provide all necessary office space, network connectivity and required workstation hardware/software necessary to complete the requirements of this Task Order. Solely at the discretion of MSRA, TO Contractor personnel may be permitted to bring TO Contractor-owned equipment onto MSRA premises and connect to the Internet

through MSRA network connections. Any such arrangement must be approved in advance by MSRA and TO Contractor and its personnel must adhere to all restrictions imposed by MSRA on such connectivity. Failure to adhere to MSRA restrictions regarding connection of TO Contractor-owned equipment is cause for punitive action, up to and including contract termination, and TO Contractor assumes liability for any and all damage caused by failure to adhere to MSRA restrictions.

3.8 DELIVERABLES

3.8.1 DELIVERABLE SUBMISSION

For every deliverable, the TO Contractor shall request that the TO Manager confirm receipt of that deliverable by sending an e-mail identifying the deliverable name and date of receipt.

For every deliverable the TO Contractor shall submit by e-mail an Agency Deliverable Product Acceptance Form (DPAF), provided as Attachment 8, to the TO Manager in MS Word (2007 or greater). Unless specified otherwise, written deliverables shall be compatible with Microsoft Office, Microsoft Project and/or Microsoft Visio versions 2007 or later. At the TO Manager's discretion, the TO Manager may request one hard copy of a written deliverable.

A standard deliverable review cycle will be elaborated and agreed-upon between the State and the TO Contractor. This review process is entered into when the TO Contractor completes a deliverable.

For any written deliverable, the TO Manager may request a draft version of the deliverable, to comply with the minimum deliverable quality criteria listed in Section 3.8.3. Drafts of each final deliverable, except status reports, are required at least two weeks in advance of when the final deliverables are due (with the exception of deliverables due at the beginning of the project where this lead time is not possible, or where draft delivery date is explicitly specified). Draft versions of a deliverable shall comply with the minimum deliverable quality criteria listed in Section 3.8.3.

3.8.2 DELIVERABLE ACCEPTANCE

A final deliverable shall satisfy the scope and requirements of this TORFP for that deliverable, including the quality and acceptance criteria for a final deliverable as defined in Section 3.8.4 Deliverable Descriptions/Acceptance Criteria.

The TO Manager shall review a final deliverable to determine compliance with the acceptance criteria as defined for that deliverable. The TO Manager is responsible for coordinating comments and input from various team members and stakeholders. The TO Manager is responsible for providing clear guidance and direction to the TO Contractor in the event of divergent feedback from various team members.

The TO Manager will issue to the TO Contractor a notice of acceptance or rejection of the deliverable in the DPAF (Attachment 8). Following the return of the DPAF indicating "Accepted" and signed by the TO Manager, the TO Contractor shall submit a proper invoice in accordance with the procedures in Section 3.10 Invoicing.

In the event of rejection of a deliverable, the TO Manager will formally communicate in writing any deliverable deficiencies or non-conformities to the TO Contractor, describing in those deficiencies what shall be corrected prior to acceptance of the deliverable in sufficient detail for the TO Contractor to address the deficiencies. The TO Contractor shall correct deficiencies and resubmit the corrected deliverable for acceptance within the agreed-upon time period for correction.

At the TO Manager's discretion, subsequent project tasks may not continue until deliverable deficiencies 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.

3.8.3 MINIMUM DELIVERABLE QUALITY

The TO Contractor shall subject each deliverable to its internal quality-control process prior to submitting the deliverable to the State.

Each deliverable shall meet the following minimum acceptance criteria:

- 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) In each section of the deliverable, include only information relevant to that section of the deliverable.
- E) Contain content and presentation consistent with industry best practices in terms of deliverable completeness, clarity, and quality.
- F) Meets the acceptance criteria applicable to that deliverable, including any State policies, functional or non-functional requirements, or industry standards.
- G) Contains no structural errors such as poor grammar, misspellings or incorrect punctuation.

A draft written deliverable may contain limited structural errors such as incorrect punctuation, and shall represent a significant level of completeness toward the associated final written deliverable. The draft written deliverable shall otherwise comply with minimum deliverable quality criteria above.

3.8.4 DELIVERABLE DESCRIPTIONS / ACCEPTANCE CRITERIA

The TO Contractor may suggest other subtasks, artifacts, or deliverables to improve the quality and success of the assigned tasks.

ID #	Deliverable Description	Acceptance Criteria	Due Date / Frequency
3.8.4.1	Integrated Project Schedule	Microsoft Project schedule demonstrating tasks, task estimates, resource assignments, and dependencies for both Agency and TO Contractor Personnel, with tasks no less than 8 hours and no greater than 80 hours.	Initial Delivery: NTP+ 2 weeks Updates: Weekly
3.8.4.2	Web Site Design	Document that captures the results of interviews, provides proposed style details (colors, fonts, user profiles, templates, content	NTP + 75 days

ID #	Deliverable Description	Acceptance Criteria	Due Date / Frequency
		positioning, permissions, page layout, etc.), communicates the overall site map, and provides other information regarding navigation, technical standards, and administrative requirements.	
3.8.4.3	Secure Member Transactional Web Site Design Concepts	Design concepts and sample screens, consistent with the style and navigational concepts for the public web site.	NTP + 75 days
3.8.4.4	Initial Web Site Mock-up	A working web site that incorporates the design in a tangible way, so that substantive feedback can be given before a complete web site is built and installed for final review.	45 days following acceptance of Web Site Design
3.8.4.5	Deployed Web Site	A fully-functional web site, with all content, CMS, web pages, site security, and administrative features in final form, and which is successfully launched by the Agency. Final corrections will be completed before acceptance.	45 days following acceptance of Initial Web Site Mock-up
3.8.4.6	Monthly Status Reports	Full description of activity on the task order for the month just ended.	Monthly, no more than 5 days following the end of any calendar month

Additional documentation may be defined by MSRA during the course of the TO Agreement, such as training materials, other technical materials, upon request by the TO Manager.

3.9 WORK ORDER PROCESS

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

3.10 INVOICING

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS+ Master Contract.

Proper invoices for payment shall be submitted to the TO Manager for payment approval as described below. Invoices shall be submitted monthly.

3.10.1 INVOICE SUBMISSION PROCEDURE

- A) Proper invoices for payment shall contain the TO Contractor's Federal Tax Identification Number, "MSRA" as the recipient, date of invoice, TO Agreement number, invoiced item description, invoiced item number (e.g., "3.8.4.1."), period of performance covered by the invoice, a total invoice amount, and a TO Contractor point of contact with telephone number.
- B) To be considered a proper T&M invoice (for Task Order requirements and for T&M Work Orders issued under this Task Order) the TO Contractor shall include with the signed invoice signed timesheets as described in 3.10.3. Include for each person covered by the invoice the following, individually listed per person: name, hours worked, hourly labor rate, invoice amount and a copy of each person's timesheet for the period signed by the TO Manager.
- C) The TO Contractor shall e-mail the original of each invoice to the TO Requesting Agency at e-mail address: procurement@sra.state.md.us, with a copy to the TO Manager.
- D) 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.

3.10.2 TIME SHEET SUBMISSION AND ACCEPTANCE

Time sheets shall be submitted to the TO Manager prior to invoicing. The TO Manager shall sign the timesheet to indicate authorization to invoice.

3.11 INSURANCE

Offeror shall confirm that, as of the date of its proposal, the insurance policies incorporated into its Master Contract are still current and effective at the required levels (See Master Contract Section 2.7).

3.12 SECURITY REQUIREMENTS

Note to Offerors: If you follow a more stringent standard(s) than those specified in this TORFP, map the standard you follow to NIST to show how you comply with those requirements.

3.12.1 Information Technology

- 3.12.1.1 The TO Contractor agrees that it and TO Contractor Personnel shall (i) abide by all applicable federal, State and local laws, rules and regulations concerning Security of Information Systems and Information Technology security and (ii) comply with and adhere to the State IT Security Policy and Standards as each may be amended or revised from time to time. Updated and revised versions of the State IT Policy and Standards are available online at: www.doit.maryland.gov – keyword: Security Policy.

- 3.12.2 **The State shall, at its discretion, have the right to review and assess the TO Contractor's compliance to the security requirements and standards defined in the TO Agreement.**

- 3.12.3 **TO Contractor Personnel**

- 3.12.3.1 TO Contractor Personnel shall display his or her company ID badge in a visual location at all times while on State premises. Upon request of authorized State personnel, each such TO Contractor Personnel shall provide additional photo identification.
- 3.12.3.2 At all times at any facility, the TO Contractor Personnel shall cooperate with State site requirements that include but are not limited to being prepared to be escorted at all times and providing information for State badge issuance.
- 3.12.3.3 TO Contractor shall remove any TO Contractor Personnel from working on the TO Agreement where the State determines, at its sole discretion, that said TO Contractor Personnel has not adhered to the Security requirements specified herein.
- 3.12.3.4 The State reserves the right to request that the TO Contractor submit proof of employment authorization of non-United States Citizens, prior to commencement of work under the TO Agreement.

3.12.4 Data Protection and Controls

MSRA expects the TO Contractor to provide advice regarding secure web site development, with respect to the future MSRA website design, operation, and maintenance.

3.13 RIGHT TO AUDIT

- A. The State reserves the right, at its sole discretion and at any time, to perform an audit of the TO Contractor's and/or Subcontractors' performance under the TO Agreement resulting from this TORFP. An audit is defined as a planned and documented independent activity performed by qualified personnel, including but not limited to State and federal auditors, to determine by investigation, examination, or evaluation of objective evidence from data, statements, records, operations and performance practices (financial or otherwise) the TO Contractor's compliance with the agreement, including but not limited to the adequacy and compliance with established procedures and internal controls over the services being performed for the State.
- B. Upon three (3) business days' notice, the TO Contractor and/or Subcontractors shall provide the State reasonable access to their records during normal business hours to verify conformance to the terms of the TO Agreement. The Agency shall be permitted to conduct these audits with any or all of its own internal resources or by securing the services of a third party accounting/audit firm, solely at the Agency's election. The Agency shall have the right to copy, at its own expense, any record related to the services performed pursuant to this agreement.
- C. TO Contractor and/or Subcontractors shall cooperate with Agency or Agency's designated auditor and shall provide the necessary assistance for Agency or Agency's designated auditor to conduct the audit.

The right to audit shall include subcontractors in which goods or services are subcontracted by TO Contractor and/or Subcontractors and that provide essential support to the services provided to Agency. TO Contractor and/or Subcontractors shall insure Agency has the right to audit with subcontractor(s).

SECTION 4 - TO PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

4.1 REQUIRED RESPONSE

Each Master Contractor receiving this CATS+ TORFP shall respond no later than the submission due date and time designated in the Key Information Summary Sheet. Each Master Contractor is required to submit one of two possible responses: 1) a TO Proposal; or 2) a completed Master Contractor Feedback Form. The feedback form helps the State understand for future contract development why Master Contractors did not submit proposals. The form is accessible via the CATS+ Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu.

A TO Proposal shall conform to the requirements of this CATS+ TORFP.

4.2 SUBMISSION

4.2.1 E-MAIL SUBMISSION

MSRA strongly prefers TO Proposal submissions be made via e-mail.

MSRA can only accept e-mails that are less than or equal to 10 MB. If a submission exceeds this size, split the submission into two or more parts and include the appropriate part number in the subject (e.g., part 1 of 2) after the subject line information.

MSRA will contact Offerors for the password to open each e-mail's contents. Each file in the TO Technical Proposal shall be encrypted with the same password. A password separate and distinct from the TO Technical Proposal password shall be used for files in the TO Financial Proposal. The TO Procurement Officer will only contact those Offerors with TO Proposals that are reasonably susceptible for award. Offerors that are unable to provide a password that opens the TO Proposal documents will be deemed not susceptible for award.

Subsequent submissions of TO Proposal content will not be allowed.

For TO Proposals submitted via e-mail, the TO Technical Proposal shall be submitted in one or more encrypted e-mails separate from the TO Financial Proposal. This e-mail shall include:

- A. Subject line "CATS+ TORFP # G20B740003 Technical" plus the Master Contractor Name
- B. One attachment labeled "TORFP G20B740003 Technical - Attachments" containing all Technical Proposal Attachments (see Section 4.3 below), signed and in searchable PDF format.
- C. One attachment labeled "TORFP G20B740003 Technical – Proposal" in Microsoft Word format (2007 or later).

The TO Financial Proposal shall be contained in one e-mail containing as attachments all submission documents detailed in section 4.4.2, with password protection.

The TO Financial Proposal e-mail shall include:

- A. Subject line "CATS+ TORFP # G20B740003 Financial" plus the Master Contractor Name
- B. One attachment labeled "TORFP G20B740003 Financial" containing the TO Financial Proposal contents, signed and in searchable PDF format.

4.2.2 PAPER SUBMISSION

MSRA strongly desires TO Proposal submissions in e-mail format. An Offeror wishing to deliver a hard copy (paper) TO Proposal shall contact the TO Procurement Officer for instructions.

4.3 SUMMARY OF ATTACHMENTS

No attachment forms shall be altered. Signatures shall be clearly visible.

The following signed attachments shall be included with the TO Technical Proposal in PDF format (for e-mail delivery). For paper submissions, submit two (2) copies of each with original signatures.

- A. Attachment 4 – Conflict of Interest Affidavit and Disclosure
- B. Attachment 5A and 5B- Attachment 5A Minimum Qualifications Summary and Attachment 5B Personnel Resume Form
- C. Attachment 12 – Living Wage Affidavit of Agreement
- D. Attachment 15 - Certification Regarding Investments in Iran

The following attachments shall be included with the TO Financial Proposal (with password protection if emailed):

- A. Attachment 1 Price Sheet – Signed PDF

4.4 PROPOSAL FORMAT

A TO Proposal shall contain the following sections in order:

4.4.1 TO TECHNICAL PROPOSAL

Important: A TO Technical Proposal shall include NO pricing information.

A) Proposed Services

- 1) Executive Summary: A one-page summary describing the Offeror's understanding of the TORFP scope of work (Section 3) and proposed solution.
- 2) Proposed Solution: A more detailed description of the Offeror's understanding of the TORFP scope of work, proposed methodology and solution, including all software necessary to run the solution. The proposed solution shall be organized to exactly match the requirements outlined in Section 3.
- 3) Draft Work Breakdown Structure (WBS): A matrix or table that shows a breakdown of the tasks required to complete the requirements and deliverables in Section 3 - Scope of Work. The WBS should reflect the chronology of tasks without assigning specific time frames or start / completion dates. The WBS may include tasks to be performed by the State or third parties, for example, independent quality assurance tasks. If the WBS appears as a deliverable in Section 3 – Scope of Work, the deliverable version will be a final version. Any subsequent versions shall be approved through a formal configuration or change management process.
- 4) Draft Project or Work Schedule: A Gantt or similar chart containing tasks and estimated time frames for completing the requirements and deliverables in Section 3 - Scope of Work. The final schedule should come later as a deliverable under the TO after the TO Contractor has had an opportunity to develop realistic estimates. The Project or Work Schedule may include tasks to be performed by the State or third parties.
- 5) Draft Risk Assessment: Identification and prioritization of risks inherent in meeting the requirements in Section 3 - Scope of Work. Includes a description of strategies to

mitigate risks. If the Risk Assessment appears as a deliverable in Section 3 – Scope of Work, that version will be a final version. Any subsequent versions should be approved through a formal configuration or change management process.

- 6) Assumptions: A description of any assumptions formed by the Offeror in developing the TO Technical Proposal.
- 7) Tools the Master Contractor owns and proposes for use to meet any requirements in Section 3.

B) Compliance with Offeror’s Company Minimum Qualifications

Offerors will complete the following table to demonstrate compliance with the Offeror’s Company Minimum Requirements in Section 2.1.1.

Reference	Offeror Company Minimum Requirement	Evidence of Compliance
2.1.1	At least two years’ experience in public-facing web site design and implementation.	As proof of meeting this requirement, the Offeror shall provide with its Proposal three (3) references from the past five years able to attest to the Offeror’s experience in providing web site design and implementation services to clients.

C) Proposed Personnel and TORFP Staffing

Offeror shall propose exactly two (2) Key Personnel in response to this TORFP. Offeror shall:

- 1) Complete and provide for each proposed resource Attachment 5A Minimum Qualifications Summary and Attachment 5B Personnel Resume Form. See TORFP Section 2.2.
- 2) Provide three (3) references per proposed Key Personnel containing the information listed in Attachment 5B.
- 3) Provide a Staffing Management Plan that demonstrates how the Offeror will provide resources in addition to the personnel requested in this TORFP, and how the TO Contractor Personnel shall be managed. Include:
 - a) Planned team composition by role (**Important! Identify specific names and provide history only for the proposed resources required for evaluation of this TORFP**).
 - b) Process and proposed lead time for locating and bringing on board resources that meet TO needs
 - c) Supporting descriptions for all labor categories proposed in response to this TORFP
 - d) Description of approach for quickly substituting qualified personnel after start of TO.
- 4) Provide the names and titles of the Offeror’s management staff who will supervise the personnel and quality of services rendered under this TO Agreement.

D) MBE, SBE Participation and VSBE Participation

The Offeror shall be a Small Business Enterprise (SBE) certified entity.

E) Subcontractors

Identify all proposed subcontractors and their roles in the performance of Section 3 - Scope of Work.

F) Overall Offeror team organizational chart

Provide an overall team organizational chart with all team resources available to fulfill the TO scope of work.

G) Master Contractor and Subcontractor Experience and Capabilities

See TORFP Section 2.2.

- 1) Provide up to three examples of engagements or contracts the Master Contractor has completed that were similar to Section 3 - Scope of Work. Include contact information for each client organization complete with the following:
 - a) Name of organization.
 - b) Point of contact name, title, e-mail and telephone number (point of contact shall be accessible and knowledgeable regarding experience)
 - c) Services provided as they relate to Section 3 - Scope of Work.
 - d) Start and end dates for each example engagement or contract.
 - e) Current Master Contractor team personnel who participated on the engagement.
 - f) If the Master Contractor is no longer providing the services, explain why not.
- 2) State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any entity of the State of Maryland.

For each identified contract, the Master Contractor shall provide the following (if not already provided in sub paragraph 1 above):

- a) Contract or task order name
- b) Name of organization.
- c) Point of contact name, title, e-mail, and telephone number (point of contact shall be accessible and knowledgeable regarding experience)
- d) Start and end dates for each engagement or contract. If the Master Contractor is no longer providing the services, explain why not.
- e) Dollar value of the contract.
- f) Indicate if the contract was terminated before the original expiration date.
- g) Indicate if any renewal options were not exercised.

Note - State of Maryland experience can be included as part of Section 2 above as engagement or contract experience. State of Maryland experience is neither required nor given more weight in proposal evaluations.

H) State Assistance

Provide an estimate of expectation concerning participation by State personnel.

I) Confidentiality

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 4, of the General Provisions Article of the Annotated Code of Maryland. Master 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.

Offeror shall furnish a list that identifies each section of the TO Technical Proposal where, in the Offeror's opinion, the Offeror's response should not be disclosed by the State under the Public Information Act.

J) Proposed Facility

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

K) Additional Submissions

- a. Copy of any software licensing agreement for any software proposed to be licensed or sold to the State under this Task Order (e.g., EULA, Enterprise License Agreements). **A link to manufacturer's site is NOT acceptable.**
- b. Copy of the AUP for each organization, including Subcontractors, proposed to perform services under this Task Order. **A link to manufacturer's site is NOT acceptable.**

4.4.2 TO FINANCIAL PROPOSAL

- A) A description of any assumptions on which the Master Contractor's TO Financial Proposal is based (Assumptions shall not constitute conditions, contingencies, or exceptions to the Price Sheet);
- B) Attachment 1– Price Sheet, with all proposed labor categories including all rates fully loaded. Master Contractors shall list all key resources by approved CATS+ labor categories in the price proposal.
- C) To be responsive to this TORFP, the Price Sheet (Attachment 1) shall provide labor rates for all labor categories anticipated for this TORFP. Proposed rates shall not exceed the rates defined in the Master Contract for the Master Contract year(s) in effect at the time of the TO Proposal due date.

Note: Failure to specify a CATS+ labor category in the completed Price Sheet for each proposed resource will make the TO proposal non-responsive to this TORFP.

- D) Prices shall be valid for 120 days.

SECTION 5 - TASK ORDER AWARD PROCESS

5.1 OVERVIEW

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 4.

5.2 TO PROPOSAL EVALUATION CRITERIA

The following are technical criteria for evaluating a TO Proposal in descending order of importance. Failure to meet the minimum qualifications shall render a TO Proposal not reasonably susceptible for award:

- A) The Master Contractor's qualifications and experience relative to the requirements of this TORFP.
 - 1) Overall understanding of the TORFP Scope of Work – Section 3. Level of understanding will be determined by the content, quality, and accuracy of the technical proposal in adherence with Section 4.4.
 - 2) The extent of the Master Contractor's public web site industry experience with organizations performing governmental functions listed in Section 2.2.1 of this TORFP.
- B) The qualifications and experience of proposed Key Personnel.
 - 1) Overall, the capability of the proposed resources to perform the required tasks and produce the required deliverables in the TORFP Scope of Work – Section 3. Capability will be determined from each proposed individual's resume, reference checks, and oral presentation (See Section 1.5 Oral Presentations/Interviews).
 - 2) The extent of Key Personnel's public web site industry experience with organizations performing governmental functions listed in Section 2.2.1.
 - 3) The extent of Senior Business Analyst experience with public defined benefit pension organizations, specifically in web site design and development (see Section 2.2.3).
 - 4) Technical qualifications and experience of proposed Senior Web Developer personnel, including the extent of programmer technical experience with the proposed CMS and web development and usability techniques (see Section 2.2.2).
 - 5) Extent to which the Offeror can attest to the proposed personnel's respective qualifications and experience, based on direct observation of those individuals' work.
 - 6) Experience designing and developing web sites that are Section 508 or WCAG 2.0 compliant.
- C) The extent to which the proposed CMS conforms to the desired characteristics described in Section 3.3 of this TORFP, including the demonstrated security of the proposed CMS.
- D) The ability for the Master Contractor to meet staffing expectations relative to supplying additional personnel for this TORFP meeting qualifications in Section 2.1 and 2.2.
- E) Demonstration of how the Master Contractor plans to staff the task order at the levels set forth in Section 3.1 and also for potential future resource requests.

5.3 SELECTION PROCEDURES

TO Technical Proposals shall be evaluated based on the criteria set forth above at Section 5.2. TO Technical Proposals and TO Financial Proposals will be evaluated independently of each other.

- A. TO Proposals will be assessed throughout the evaluation process for compliance with the minimum qualifications listed in Section 2 of this TORFP, and quality of responses to Section 4.4.1 TO Technical Proposal. Failure to meet the minimum qualifications shall render a TO Proposal not reasonably susceptible for award:
- B. For all TO Proposals deemed technically qualified, Oral Presentations will be performed.
- C. The Procurement Officer will notify those offerors whose TO Technical Proposals are classified as not reasonably susceptible for award. The TO Procurement Officer will notify the Master Contractor it has not been selected to perform the work.
- D. The Procurement Officer will only open the TO Financial Proposals where the associated TO Technical Proposals have been classified as reasonably susceptible for award.
- E. After review of TO Financial Proposals, TO Financial Proposals for qualified Offerors will be reviewed and ranked from lowest to highest price proposed.
- F. The Procurement Officer shall make a determination recommending award of the Task Order to the responsible Offeror whose TO Proposal is determined to be the most advantageous to the State, considering price and the evaluation criteria set forth above. In making this selection, the TO Technical Proposal will be given greater weight than the TO Financial Proposal.

All Master Contractors submitting a TO Proposal shall receive written notice from the TO Procurement Officer identifying the awardee.

5.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT

Commencement of work in response to a TO Agreement shall be initiated only upon:

- a. Issuance of a fully executed TO Agreement,
- b. Non-Disclosure Agreement (TO Contractor),
- c. Purchase Order, and
- d. By a Notice to Proceed authorized by the TO Procurement Officer. See Attachment 7 - Notice to Proceed (sample).

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LIST OF ATTACHMENTS

Attachment Label	Attachment Name	Applicable to this TORFP?	Submit with Proposal?* (Submit, Do Not Submit, N/A)
Attachment 1	Price Sheet	Applicable	Submit with TO Financial Proposal with password protection
Attachment 2	Minority Business Enterprise Participation (Attachments 1A – 5)	Not Applicable	N/A
Attachment 3	Task Order Agreement (TO Agreement)	Applicable	Do Not Submit with Proposal
Attachment 4	Conflict of Interest Affidavit and Disclosure	Applicable	Submit with TO Technical Proposal
Attachment 5	Labor Classification Personnel Resume Summary	Applicable	Submit with TO Technical Proposal
Attachment 6	Pre-Proposal Conference Directions	Applicable	Do Not Submit with Proposal
Attachment 7	Notice to Proceed (Sample)	Applicable	Do Not Submit with Proposal
Attachment 8	Agency Deliverable Product Acceptance Form (DPAF)	Applicable	Do Not Submit with Proposal
Attachment 9	Non-Disclosure Agreement (Offeror)	Not Applicable	N/A
Attachment 10	Non-Disclosure Agreement (TO Contractor)	Applicable	Do Not Submit with Proposal
Attachment 11	TO Contractor Self-Reporting Checklist	Applicable	Do Not Submit with Proposal
Attachment 12	Living Wage Affidavit of Agreement	Applicable	Submit with TO Technical Proposal
Attachment 13	Mercury Affidavit	Not Applicable	N/A
Attachment 14	Veteran Owned Small Business Enterprise Utilization Affidavit	Not Applicable	N/A
Attachment 15	Certification Regarding Investments in Iran	Applicable	Submit with TO Technical Proposal
Attachment 16	Sample Work Order	Not Applicable	N/A
Attachment 17	Criminal Background Check Affidavit	Not Applicable	N/A

*if not specified in submission instructions, any attachment submitted with response shall be in PDF format and signed

ATTACHMENT 1 PRICE SHEET

PRICE SHEET (TIME AND MATERIALS) FOR CATS+ TORFP # G20B7400003

The total class hours (Column B) are not to be construed as “guaranteed” hours; the total number of hours is an estimate only for purposes of price sheet evaluation.

A year for this Task Order shall be calculated as one calendar year from NTP. Since the anticipated period of performance is less than one year, Hourly Labor Rates shall remain in effect for the duration of the contract. **Labor Rate Maximums:** The maximum labor rate that may be proposed for any CATS+ Labor Category shall not exceed the maximum for the CATS+ Master Contract year in effect on the TO Proposal due date.

Job Title from TORFP	CATS+ Labor Category <<Proposed by Master Contractor>>	Hourly Labor Rate (A)	Total Class Hours (B)	Extended Price (C)
Senior Business Analyst	Insert CATS+ Labor Category	\$	1000	\$
Senior Web Developer	Insert CATS+ Labor Category	\$	1000	\$
		Total Labor Price		\$

Description	Does the Master Contractor Offer this as part of the Proposal?*	Units	Unit Pricing (Offeror to describe units and unit pricing)	Extended Price
OPTION- software cost of proposed Content Management System required for site development, operation, and maintenance (estimated acquisition and applicable first-year annual licensing or maintenance cost) – including all development, test, production environments necessary to support development and ongoing operation of the web site				
<i>Insert software , version number (add lines as necessary)-details to match technical proposal</i>	(Y/N)			
			Subtotal, CMS and Maintenance	\$
OPTION – software cost of proposed supplemental software required to enhance CMS functionality and usability (estimated acquisition and applicable first-year annual licensing or maintenance cost) including all development, test, and production environments necessary to support development and ongoing operation of the web site				
<i>Insert software , version number (add lines as necessary)-details to match technical proposal</i>	(Y/N)			

	Subtotal, Supplemental Software	\$
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*Offers that can sell the software shall offer the software as an option for the State to purchase, with a total value not to exceed 50% of the value of this TO Agreement.

	Total Estimated Software Cost (CMS and Supplemental)	\$
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	Total Evaluated Price (Labor plus Software Cost)	\$
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Authorized Individual Name

Company Name

Title

Company Tax ID #

Signature

Date

The Hourly Labor Rate is the actual rate the State will pay for services and shall be recorded in dollars and cents. The Hourly Labor Rate cannot exceed the Master Contract Rate but may be lower. Rates shall be fully loaded, all-inclusive, i.e., include all direct and indirect costs and profits for the Master Contractor to perform under the TO Agreement.

ATTACHMENT 2 MINORITY BUSINESS ENTERPRISE FORMS

The MBE participation goal for this solicitation is 0%.

ATTACHMENT 3 TASK ORDER AGREEMENT

CATS+ TORFP# G20B7400003 OF MASTER CONTRACT #060B2490023

This Task Order Agreement (“TO Agreement”) is made this ____ day of _____, 2017 by and between _____ (TO Contractor) and the STATE OF MARYLAND, Maryland State Retirement Agency (Agency).

IN CONSIDERATION of the mutual promises 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 Maryland State Retirement Agency, as identified in the CATS+ TORFP # G20B7400003.
 - b) “CATS+ TORFP” means the Task Order Request for Proposals # G20B7400003, dated **MONTH DAY, YEAR**, including any addenda and amendments.
 - c) “Master Contract” means the CATS+ Master Contract between the Maryland Department of Information Technology and TO Contractor dated April 22, 2013.
 - d) “TO Procurement Officer” means Ms. Margie J. Gordon, CPPB. The Agency may change the TO Procurement Officer at any time by written notice.
 - e) “TO Agreement” means this signed TO Agreement between the Agency and TO Contractor.
 - f) “TO Contractor” means the CATS+ Master Contractor awarded this TO Agreement, whose principal business address is _____.
 - g) “TO Manager” means Mr. Michael Golden, Director of External Affairs. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
 - h) “TO Technical Proposal” means the TO Contractor’s technical response to the CATS+ TORFP dated date of TO Technical Proposal.
 - i) “TO Financial Proposal” means the TO Contractor’s financial response to the CATS+ TORFP dated date of TO Financial Proposal.
 - j) “TO Proposal” collectively refers to the TO Technical Proposal and TO Financial Proposal.
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 3 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 Technical Proposal
- d) Exhibit C – TO Financial Proposal

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 180 days, commencing on the date the TO Agreement is fully executed and terminating on Month Day, Year.

4. Consideration and Payment

- 4.1 The consideration to be paid the TO Contractor shall not exceed \$_____. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.
- 4.2 Payments to the TO Contractor shall be made as outlined Section 3 of the CATS+ TORFP, but no later than thirty (30) days after the Agency's receipt of a proper invoice for services provided by the TO Contractor, acceptance by the Agency of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.
- 4.3 Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is _____. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices must be submitted to the Agency TO Manager unless otherwise specified herein.
- 4.4 In addition to any other available remedies, if, in the opinion of the TO Procurement Officer, the TO Contractor fails to perform in a satisfactory and timely manner, the TO Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the TO Contractor to be reduced or withheld until such time as the TO Contractor meets performance standards as established by the TO Procurement Officer.

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

TO Contractor Name

By: Type or Print TO Contractor POC

Date

Witness: _____

STATE OF MARYLAND, MARYLAND STATE RETIREMENT AGENCY

By: Margie J. Gordon, CPPB, TO Procurement Officer

Date

Witness: _____

Approved for form and legal sufficiency this _____ day of _____ 20__.

Andrea E. Young,
Assistant Attorney General

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)

ATTACHMENT 5 LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY (INSTRUCTIONS)

- 1) For this TORFP,
 - a) Master Contractors shall comply with all personnel requirements defined under the Master Contract RFP 060B2490023.
 - b) Master Contractors shall propose the CATS+ Labor Category that best fits each proposed resource. A Master Contractor may only propose against labor categories in the Master Contractor's CATS+ Master Contract Financial Proposal.
 - c) A Master Contractor's entire TO Technical Proposal will be deemed not susceptible for award if any of the following occurs:
 - i) Failure to follow these instructions.
 - ii) Failure to propose a resource for each job title or labor category identified in the TORFP as a required submission.
 - iii) Failure of any proposed resource to meet minimum requirements as listed in this TORFP and in the CATS+ Master Contract.
 - iv) Placing content on the Minimum Qualifications Summary that is not also on the Personnel Resume Form. *The function of the Minimum Qualifications Summary is to aid the agency to make a minimum qualification determination. Information on the Minimum Qualification Summary must correspond with information on the Personnel Resume form and shall not contain additional content not found on the other form.*
 - d) Complete and sign the **Minimum Qualifications Summary** (Attachment 5A) and the **Personnel Resume Form** (Attachment 5B) for each resource proposed. Alternate resume formats are not allowed.
 - i) The **Minimum Qualifications Summary** demonstrates the proposed resource meets minimum qualifications for the labor category, as defined in the CATS+ Master Contract RFP Section 2.10, and any additional minimum requirements stated in this TORFP. For each minimum qualification, indicate the location on the Personnel Resume Form (5B) demonstrating meeting this requirement.

Only include the experience relevant to meeting a particular minimum qualification. Every skill must be linked to specific work experience and/or education. *The Minimum Qualification Summary shall not contain content that cannot be correlated to the Personnel Resume form.*

Every experience listed on the Minimum Qualifications Resume Summary must be explicitly listed with start and stop dates. 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 the mandatory time requirement; in this case, three months. Note: Overlapping time periods shall only count once against a specific minimum qualification (i.e., a minimum qualification may not be met by listing two examples occurring during the same time period.).

- ii) The **Personnel Resume Form** provides resumes in a standard format. Additional information may be attached to each Personnel Resume Summary if it aids a full and complete understanding of the individual proposed.

ATTACHMENT 5 5A – MINIMUM QUALIFICATIONS SUMMARY

CATS+ TORFP # G20B740003

*All content on this form must also be on the Personnel Resume Form.
ONLY include information on this summary that supports meeting a minimum qualification.*

Proposed Individual’s Name and Company/Sub-Contractor:	List how the proposed individual meets each requirement by including a reference to relevant entries in Form 5B									
LABOR CATEGORY TITLE – (INSERT CATS+ LABOR CATEGORY NAME)										
Education: Insert the education description from the CATS+ Master Contract RFP from Section 2.10 for the applicable labor category	(Identify school or institution Name; Address; Degree obtained and dates attended.)									
Generalized Experience: Insert the generalized experience description from the CATS+ Master Contract RFP from Section 2.10 for the applicable labor category Provide dates in the format of MM/YY to MM/YY	(Identify specific work experiences from the resume that illustrate compliance with the Master Contract RFP Labor Category requirements for Generalized Experience.) <table border="1"> <tr> <th>FROM</th> <th>TO</th> <th>Job Title and Company</th> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td>Match to Form 5B:</td> <td colspan="2"><insert cross-reference(s) to the full description on Form 5B></td> </tr> </table>	FROM	TO	Job Title and Company				Match to Form 5B:	<insert cross-reference(s) to the full description on Form 5B>	
FROM	TO	Job Title and Company								
Match to Form 5B:	<insert cross-reference(s) to the full description on Form 5B>									
Specialized Experience: Insert the specialized experience description from the CATS+ Master Contract RFP from Section 2.10 for the applicable labor category Provide dates in the format of MM/YY to MM/YY	(Identify specific work experiences from the resume that illustrate compliance with the Master Contract RFP Labor Category requirements for Specialized Experience.) <table border="1"> <tr> <th>FROM</th> <th>TO</th> <th>Job Title and Company</th> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td>Match to Form 5B:</td> <td colspan="2"><insert cross-reference to the full description on Form 5B></td> </tr> </table>	FROM	TO	Job Title and Company				Match to Form 5B:	<insert cross-reference to the full description on Form 5B>	
FROM	TO	Job Title and Company								
Match to Form 5B:	<insert cross-reference to the full description on Form 5B>									
TORFP Additional Requirements Minimum qualifications and required certifications as defined in Section 2.1 of this TORFP. Provide dates in the format of MM/YY to MM/YY										

The information provided on this form for this labor class is true and correct to the best of my knowledge (Signatures must be included):

Master Contractor Representative:

Signature Date

Proposed Individual:

Signature Date

ATTACHMENT 5 5B – PERSONNEL RESUME FORM

CATS+ TORFP # G20B740003

Instructions: Submit one resume form for each resource proposed. Do not submit other resume formats. Fill out each box as instructed. Failure to follow the instructions on the instructions page and in TORFP may result in the TO Proposal being considered not susceptible for award.

Resource Name:	
Master Contractor:	<insert Master Contractor name> Sub-Contractor (if applicable):
Proposed CATS+ Labor Category:	<proposed by Master Contractor >
Job Title (As listed in TORFP):	<as described in this TORFP>

Education / Training (start with most recent degree / certificate)

Institution Name / City / State	Degree / Certification	Year Completed	Field Of Study
<add lines as needed>			

Relevant Work Experience*

Describe work experience relevant to the Duties / Responsibilities and Minimum Qualifications described in Section 3 of the TORFP. Start with the most recent experience first; do not include experience not relevant to the scope of this TORFP; use Employment History below for full employment history. Enter dates as MM/YY – MM/YY. Add lines as needed.

[Organization] [Title / Role] [Period of Employment / Work (MM/YY – MM/YY)] [Location] [Contact Person (Optional if current employer)] [Technologies Used]	Description of Work (recommended: organize work descriptions to address minimum qualifications and other requirements)
[Organization] [Title / Role] [Period of Employment / Work MM/YY – MM/YY] [Location] [Contact Person] [Technologies Used]	Description of Work (recommended: organize work descriptions to address minimum qualifications and other requirements)

*Fill out each box. Do not enter “see resume” as a response.

A) References for Proposed Resource (if requested in the TORFP)

List persons the State may contact as employment references. Add lines as needed.

Reference Number:	1
Date From:	<mm/yy>
Date To:	<mm/yy>
Organization Name:	<insert organization name>

Contact Name:	<insert contact>
Contact Phone:	<insert phone>
Contact e-mail:	<insert e-mail>
Details:	<insert details>

The information provided on this form for this labor class is true and correct to the best of my knowledge (Signatures must be included):

Master Contractor Representative:

Signature Date

Proposed Individual:

Signature Date

Instruction: Sign each form.

ATTACHMENT 6 PRE-PROPOSAL CONFERENCE DIRECTIONS**Directions and Parking****Driving Directions to the Agency**

Coming from the north

1. Take I-83 S toward Baltimore
2. Turn right on Fayette St. via Exit 1
3. Turn left onto St. Paul St.
4. Turn left onto E. Baltimore St.
5. Sun Trust building is at corner of E. Baltimore and Calvert Streets

Coming from the south

1. Take I-95 N toward Baltimore
2. Take I-395 N via Exit 53 toward downtown
3. Follow signs to I-395 Downtown Inner Harbor
4. Turn right on Conway St.
5. Go left at Light St. (sign indicates Calvert St. as well)
6. Sun Trust building is at corner of Calvert and E. Baltimore Streets

Coming from the Eastern Shore

1. Take US-50 W to I-97 N (Exit 13 B)
2. Take I-97 N to I-695 W Baltimore Beltway (Exit 17 A)
3. Merge onto I-295 N (Exit 7 B) toward Baltimore
4. Turn right onto W. Pratt St.
5. Turn left onto S. Charles St.
6. Turn right on E. Baltimore St.
7. Sun Trust building is at corner of E. Baltimore and Calvert Streets

Coming from the west

1. Take I-70 toward Baltimore
2. Merge onto I-695 S/Baltimore Beltway via Exit 91 A toward I-95 S Glen Burnie
3. Take I-95 N via Exit 11 A toward Baltimore
4. Take I-395 N via Exit 53 toward downtown
5. Follow signs to I-395 Downtown Inner Harbor
6. Turn right on Conway St.
7. Go left at Light St. (sign indicates Calvert St. as well)
8. Sun Trust building is at corner of Calvert and E. Baltimore Streets

Parking

Parking at your own expense is available in the Sun Trust Building. There are also numerous other garages in the area.

Sun Trust Garage

Hourly rates for the garage are as follows.

Time	Rate
Up to 0.5 hrs.	\$8
0.5 to 1 hrs.	\$11
1 to 1.5 hrs.	\$16
Daily max	\$22
After 5pm	\$6

The entrance to the garage is on Calvert Street. To get to the lobby from the garage, enter the garage elevator and choose floor #1.

ATTACHMENT 7 NOTICE TO PROCEED (SAMPLE)

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS+ Solicitation Number (TORFP #): G20B7400003

Dear TO Contractor Contact:

This letter is your official Notice to Proceed as of Month Day, Year, for the above-referenced Task Order Agreement. Mr. Michael D. Golden, Director of External Affairs of the Maryland State Retirement Agency will serve as the TO Manager and your contact person on this Task Order. He can be reached at telephone 410-625-5603.

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

Sincerely,

Ms. Margie J. Gordon, CPPB

Task Order Procurement Officer

Enclosures (2)

cc: Michael Golden, Director of External Affairs TO Manager
Procurement Liaison Office, Department of Information Technology
Project Oversight Office, Department of Information Technology

ATTACHMENT 8 AGENCY DELIVERABLE PRODUCT ACCEPTANCE FORM

Agency Name: Maryland State Retirement Agency

Solicitation Title: G20B7400003

TO Manager: Mr. Michael D. Golden, Director of External Affairs and 410-625-5603

To: TO Contractor Name

The following deliverable, as required by Solicitation Number (TORFP #): G20B7400003 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

ATTACHMENT 9 NON-DISCLOSURE AGREEMENT (OFFEROR)

THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP.

ATTACHMENT 10 NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

THIS NON-DISCLOSURE AGREEMENT ("Agreement") is made as of this ___ day of _____, 20___, by and between the State of Maryland ("the State"), acting by and through its Maryland State Retirement Agency (SRA), (the "Agency"), 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 REDESIGN AND DEVELOP AGENCY WEB SITE WITH CMS TORFP No. G20B740003 dated _____, (the "TORFP") issued under the Consulting and Technical Services procurement issued by the Department or Agency, Project Number 060B2490023; 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. 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 means (1) any and all information provided by or made available by the State to the TO Contractor in connection with the TO Agreement and (2) any and all personally identifiable information (PII) (including but not limited to personal information as defined in Md. Ann. Code, State Govt. § 10-1301(c)) and protected health information (PHI) that is provided by a person or entity to the TO Contractor in connection with this TO Agreement. 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 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 or Agency, all Confidential Information in its care, custody, control or possession upon request of the Department or Agency 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 Master Contract Agreement between the TO Contractor and the State.
- 8. TO Contractor acknowledges that any failure by the TO Contractor or the TO Contractor’s Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the TO Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The TO Contractor consents to personal jurisdiction in the Maryland State Courts. The State’s rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages from the TO Contractor and the TO Contractor’s Personnel for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys’ fees and disbursements) that are attributable, in whole or in part to any failure by the TO Contractor or any of the TO Contractor’s Personnel to comply with the requirements of this Agreement, the TO Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
- 9. TO Contractor and each of the TO Contractor’s Personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement and the TO Contractor shall provide originals of such executed Agreements to the State.
- 10. The parties further agree that:
 - a) This Agreement shall be governed by the laws of the State of Maryland;
 - b) The rights and obligations of the TO Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;
 - c) The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;
 - d) The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;
 - e) Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures; and
 - f) The Recitals are not merely prefatory but are an integral part hereof.

TO Contractor/TO Contractor’s Personnel:

MARYLAND STATE RETIREMENT AGENCY:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A – FOR THE NONDISCLOSURE AGREEMENT (TO CONTRACTOR)
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

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

ATTACHMENT 11 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@maryland.gov with the TO number in the subject line.

Master Contractor:	
Master Contractor Contact / Phone:	
Procuring State Agency Name:	
TO Title:	
TO Number:	
TO Type (Fixed Price, T&M, or Both):	
Checklist Issue Date:	
Checklist Due Date:	
Section 1 – Task Orders with Invoices Linked to Deliverables	
A) Was the original TORFP (Task Order Request for Proposals) structured to link invoice payments to distinct deliverables with specific acceptance criteria? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, skip to Section 2.)	
B) Do TO invoices match corresponding deliverable prices shown in the accepted Financial Proposal? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)	
C) Is the deliverable acceptance process being adhered to as defined in the TORFP? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)	
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 <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)	
B) Are labor rates the same or less than the rates proposed in the accepted Financial Proposal? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)	
C) Is the Master Contractor providing timesheets or other appropriate documentation to support invoices? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)	
Section 3 – Substitution of Personnel	
A) Has there been any substitution of personnel? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, skip to Section 4.)	
B) Did the Master Contractor request each personnel substitution in writing? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)	

C) Does each accepted substitution possess equivalent or better education, experience and qualifications than incumbent personnel? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)
Was the substitute approved by the agency in writing? Yes <input type="checkbox"/> No <input type="checkbox"/> (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 2-4A, 2-4B, and 2-5 submitted monthly? Yes <input type="checkbox"/> No <input type="checkbox"/> (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 subcontractor; \$10,000 was paid to date on the TO; the MBE percentage is 30% ($3,000 \div 10,000 = 0.30$))
Is this consistent with the planned MBE percentage at this stage of the project? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)
Has the Master Contractor expressed difficulty with meeting the MBE goal? Yes <input type="checkbox"/> No <input type="checkbox"/> (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 <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)
B) Does the change management procedure include the following? Yes <input type="checkbox"/> No <input type="checkbox"/> Sections for change description, justification, and sign-off Yes <input type="checkbox"/> No <input type="checkbox"/> Sections for impact on cost, scope, schedule, risk and quality (i.e., the impact of change on satisfying TO requirements) Yes <input type="checkbox"/> No <input type="checkbox"/> A formal group charged with reviewing / approving / declining changes (e.g., change control board, steering committee, or management team)
C) Have any change orders been executed? Yes <input type="checkbox"/> No <input type="checkbox"/> (If yes, explain expected or actual impact on TO cost, scope, schedule, risk and quality)
D) Is the change management procedure being followed? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)

SUBMIT AS INSTRUCTED IN TORFP.

ATTACHMENT 12 LIVING WAGE AFFIDAVIT OF AGREEMENT

Contract No. _____

Name of Contractor _____

Address _____

City _____ State _____ Zip Code _____

If the Contract is Exempt from the Living Wage Law

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

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

If the Contract is a Living Wage Contract

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

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

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

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

Name of Authorized Representative: _____

Signature of Authorized Representative _____

Date: _____ Title: _____

Witness Name (Typed or Printed): _____

Witness Signature and Date: _____

ATTACHMENT 13 MERCURY AFFIDAVIT

THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP.

**ATTACHMENT 14 VETERAN SMALL BUSINESS ENTERPRISE PARTICIPATION (VSBE)
FOR STATE OF MARYLAND**

The VSBE participation goal for this solicitation is 0%.

ATTACHMENT 15 CERTIFICATION REGARDING INVESTMENTS IN IRAN

Authority: State Finance & Procurement, §§17-701 – 17-707, Annotated Code of Maryland [Chapter 447, Laws of 2012.]

List: The Investment Activities in Iran list identifies companies that the Board of Public Works has found to engage in investment activities in Iran; those companies may not participate in procurements with a public body in the State. “Engaging in investment activities in Iran” means:

- A. Providing goods or services of at least \$20 million in the energy sector of Iran; or
- B. For financial institutions, extending credit of at least \$20 million to another person for at least 45 days if the person is on the Investment Activities In Iran list and will use the credit to provide goods or services in the energy of Iran.

The Investment Activities in Iran list is located at: www.bpw.state.md.us

Rule: A company listed on the Investment Activities In Iran list is ineligible to bid on, submit a proposal for, or renew a contract for goods and services with a State Agency or any public body of the State. Also ineligible are any parent, successor, subunit, direct or indirect subsidiary of, or any entity under common ownership or control of, any listed company.

NOTE: This law applies only to new contracts and to contract renewals. The law does not require an Agency to terminate an existing contract with a listed company.

CERTIFICATION REGARDING INVESTMENTS IN IRAN

The undersigned certifies that, in accordance with State Finance & Procurement Article, §17-705:

- (i) it is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in §17-702 of State Finance & Procurement; and
- (ii) it is not engaging in investment activities in Iran as described in State Finance & Procurement Article, §17-702.

The undersigned is unable make the above certification regarding its investment activities in Iran due to the following activities:

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____ Title: _____

Witness Name (Typed or Printed): _____

Witness Signature and Date: _____

ATTACHMENT 16 SAMPLE WORK ORDER

THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP.

ATTACHMENT 17 CRIMINAL BACKGROUND CHECK AFFIDAVIT

THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP.