

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

MDGO4IT WEBSITE REDESIGN TORFP

CATS+ TORFP # R62B440007



Maryland Higher Education Commission (MHEC)

Issue Date: October 2nd, 2014

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KEY INFORMATION SUMMARY SHEET

This CATS+ TORFP is issued to obtain the services necessary to satisfy the requirements defined in Section 2 - Scope of Work. All CATS+ Master Contractors approved to perform work in the Functional Area under which this TORFP is released shall respond to this TORFP with either a Task Order (TO) Proposal to this TORFP or a Master Contractor Feedback form (See Section 3).

Solicitation Name:	MDGo4it Website Redesign TORFP
Solicitation Number (TORFP #):	R62B4400007
Functional Area:	Functional Area 2 – Web and Internet Systems
Issue Date:	10/02/2014
Questions Due Date and Time:	10/16/2014 at 2:00 PM Local Time
Closing Date and Time:	10/28/2014 at 2:00 PM Local Time
TO Requesting Agency:	Maryland Higher Education Commission (MHEC) 6 N. Liberty Street Baltimore, MD 21201
Send Questions and TO Proposals to:	La Juan Lee, Procurement Officer Lajuan.Lee@maryland.gov
TO Procurement Officer:	La Juan Lee Office Phone Number: 410-767-3090 Office Fax Number: 410-332-0270
TO Manager:	Andrenette Mack Augins Office Phone Number: 410-767-3358 Office Fax Number: 410-332-0270 Email address: andrenette.mack-augins@maryland.gov
TO Type:	Firm Fixed Price
Period of Performance:	Thirty (30) weeks from Notice to Proceed (NTP)
MBE Goal:	0 %
VSBE Goal:	0 %
Small Business Reserve (SBR):	No
Primary Place of Performance:	MHEC 6 North Liberty Street Baltimore, MD 21201
TO Pre-proposal Conference:	MHEC 200 W. Baltimore Street 8 th Floor, Room # Baltimore, MD 21201 10/ 14/ 2014 at 10:30 AM Local Time See Attachment 6 for directions.

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:

- **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.
- **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; ensuring compliance with the terms and conditions of the CATS+ Master Contract. 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.
- **TO Contractor** – The CATS+ Master Contractor awarded the TO. The TO Contractor shall provide human resources as necessary to perform the services described in this TORFP Scope of Work.
- **TO Contractor Manager** - 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 resolve any issues that may arise pertaining to the TO contractor support personnel. The TO Contractor Manager will serve as liaison between the TO Manager and the senior TO Contractor management.

The TO Contractor will provide invoices as specified under Section 2.12 Invoicing. The TO Contractor is responsible for making payments to the TO Contractor personnel.

- **TO Contractor Personnel** – Any resource provided by the TO Contractor in support of this TO over the course of the TO period of performance.
- **Proposed Personnel** – Any individual named in the TO Proposal by the Master Contractor to perform work under the scope of this TORFP. Proposed personnel shall start as of TO Agreement issuance unless specified otherwise.
- **TO Assistant Manager** - The TO Assistant Manager has the backup responsibility to the TO Manager for the management of the work performed under the TO Agreement ensuring compliance with the terms and conditions of the daily operations. The Assistant Manager will track and monitor the work being performed through the weekly accounting of hours;

deliverable for work types; and the actual work produced will be reconciled with the hours reported.

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 2 - Scope of Work. A specific TO Agreement, Attachment 3, will then be entered into between the State and the selected Master Contractor, which will bind the selected Master Contractor (TO Contractor) to the contents of its TO Proposal, including the 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 submission is determined by the date and time of arrival in the TO Procurement Officer's e-mail inbox.

1.5 ORAL PRESENTATIONS/INTERVIEWS

All qualified Offerors and proposed staff will be required to make a formal oral presentation to State representatives. Qualifications will be evaluated according to the minimum requirements listed in Section 2.9 of this TORFP. Significant representations made by a qualified Offeror during the oral presentation shall be submitted in writing. All such representations will become part of the Offeror's proposal and are binding, if the TO Agreement is awarded to the Offeror. The Procurement Officer will notify Offeror of the time and place of oral presentations.

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 3.4.1 TO Technical Proposal.

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 Offerors 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 Offerors 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 two (2) 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. MHEC 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, State Government Article, §15-508, 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 for this TORFP is limited to three (3) times the total TO Agreement amount.

1.10 CHANGE ORDERS

If the TO Contractor is required to perform work beyond the scope of Section 2 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 not be reimbursed.

1.12 MINORITY BUSINESS ENTERPRISE (MBE)

This TORFP has no MBE goals and sub-goals as stated in the Key Information Summary Sheet above.

1.13 1.13 VETERAN OWNED SMALL BUSINESS ENTERPRISE (VSBE)

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

1.14 NON-DISCLOSURE AGREEMENT

1.14.1 NON-DISCLOSURE AGREEMENT (OFFEROR)

A reading room is currently not anticipated for this TORFP, however in the event that the need arises, the following applies: Certain system documentation may be available for Offerors to review at a reading room at MHEC's address. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement (Offeror) in the form of Attachment 10. Please contact the TO Procurement Officer to schedule an appointment.

1.14.2 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, employees and agents who review such documents will be required to sign, a Non-Disclosure Agreement (TO Contractor) in the form of Attachment 11.

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 13 of this TORFP.

1.16 IRANIAN NON-INVESTMENT

All TO Proposals shall be accompanied by a completed Certification Regarding Investments in Iran, Attachment 16 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 12 is a sample of the TO Contractor Self-Reporting Checklist. DoIT will 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.

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SECTION 2 - SCOPE OF WORK

2.1 PURPOSE

MHEC is issuing a CATS+ TORFP to award one (1) Master Contractor a Web and Internet Systems development Task Order (TO) to redesign MHEC's current subsidiary college access website to implement one (1) responsive web site viewable on both web and mobile platforms. This new responsive subsidiary site will be a concept to completion production, from design, development, and deployment. The responsive website will provide college access information to Maryland's K-12 and college students (adult learners, veterans, near completers), parents, counselors, and administrators. In addition, this subsidiary site will be utilized by legislators, non-profit organizations, other state agencies and educational opportunity outreach programs that provide college access guidance and events. Content for the MDGo4it web and mobile site will include general agency information (mission, vision, contact info, etc.), state financial aid program overviews along with news, events, social media links, request for presentation and brochure forms, publications, interactive maps, resource lists, net price calculator, Money for College Calendar with alerts, Money for College video series and a MDCAPS link.

The redesigned website incorporates a "mobile first" approach using responsive web design (RWD) techniques that readily present information and services across multiple devices, regardless of screen size. It shall be user friendly, engaging, and capable of delivering information on college access and selection to users through intuitive navigation and easy to find content organization. The site shall have a unique design that is aligned with the design guidelines mandated by the Maryland Department of Information Technology for all State websites and their mobile capabilities. The site shall have a similar color scheme as the MHEC Primary website but not be a duplicate of this website, located at www.mhec.state.md.us.

The primary goals of the new redesigned website are to:

- Serve as a clearinghouse of information specific to postsecondary education preparation, college admission, career preparation, and financial aid in the State of Maryland with an internet presence that professionally represents the State's college access goals and objectives;
- Provide users with up-to-date information about college access, the state's financial aid programs, and MHEC outreach initiatives;
- Provide a design and functionality with tools which encourage users to interact and obtain easy access to college and career information, MHEC's social media platforms, and financial aid resources;
- Have a website with mobile capabilities that can be easily managed, and maintained by MHEC through Microsoft Web Expressions;
- Provide administrative capabilities for MHEC staff to manage the website and data;
- Incorporate and retain many of the information and informational relationships from current MDGo4it.org website system;

- Have a design aimed to engage our target audiences: (1) K-12 students (students preparing for college), (2) college students (students currently attending), (3) adult learners (veterans, non-veterans, and near completers attending or interested in attending college) , (5) parents and/or guardians (parents and/or guardians of students preparing for or currently attending college) and (6) counselors, educators and community organizations (individuals or community groups assisting with college access/preparation or sustainability in college); and
- Link MDGo4it.org website to various educational partners such as MSDE, Maryland colleges and universities, USDoED, FAFSA, MDCAPS, MDOD and MHEC’s Private Career School’s new website.
- Establish and link to MHEC’s account on GovDelivery.com to allow MHEC to send mass emails send SMS text messages, create advanced bulletins, (newsletters) and update social media.
- Allow users the capability to order a limit of 250 of each of the state financial aid brochures and request a cost free presentations.

2.2 REQUESTING AGENCY BACKGROUND

MHEC is the State of Maryland's higher education coordinating board responsible for establishing statewide policies for Maryland public and private colleges and universities and for-profit career schools. MHEC is responsible for ensuring that the people of Maryland have access to a high quality, diverse, adequately funded, effectively managed, and capably led system of postsecondary education.

MHEC works to achieve a state in which all citizens are equally prepared to be productive, socially engaged, and responsible members of a healthy economy and an open and democratic society and one in which all citizens make contributions to creating and maintaining that economy and society.

MISSION

The mission of the Maryland Higher Education Commission is to ensure that the people of Maryland have access to a high quality, diverse, adequately funded, effectively managed, and capably led system of postsecondary education. It accomplishes this mission through the provision of statewide planning, leadership, coordination and advocacy for the State's postsecondary educational institutions and through the administration of State financial aid programs.

For additional information pertaining to MHEC’s vision, and key goals, visit our main homepage at <https://www.mhec.state.md.us/higherEd/about/index.asp>.

The following is a link to the main MHEC website homepage: <http://www.mhec.state.md.us/index.asp>

2.3 PROJECT BACKGROUND

As part of its mission, the MHEC provides outreach services by disseminating various types of information resources on state financial assistance programs and college preparation to educate Maryland citizens. The Commission is vitally concerned that all Marylanders have access to higher

education and is aware of the importance of a postsecondary education and of the availability of financial assistance, if they qualify. Outreach information and resources can also be obtained through MHEC's official agency website located at http://www.mhec.state.md.us/financialAid/advisor_tools.asp.

Prior to 2009, when the original MDGo4It website was created, the traditional method of outreach was via printed material. This print method lacked effectiveness due to the K-12 student's exposure to Web 2.0 since childhood. Our target audience's early exposure to Web 2.0 has impacted how MHEC disseminates information. In an effort to increase the efficiency of the dissemination of information, MHEC acquired outreach through a website aimed specifically for middle and high school students. This site held a look and feel that was engaging, user-friendly, and inviting to teens.

2.3.1 Subsidiary Site

At this time, MHEC has increased its target audience to encompass Maryland students of all ages (K-12 along with adult learners) from diverse educational, ethnic and cultural backgrounds. MHEC requires the new redesigned MDGo4it.org website to reflect this increased target.

In researching state higher education and post-secondary institutional websites redesigned to appeal to this new target audience, the following websites stood apart:

College Foundation of West Virginia (<https://secure.cfwv.com/>),

1. Stevenson's University (www.stevenson.edu),
2. Iona College (<http://www.iona.edu/Home.aspx>) and
3. State of Maryland (<http://www.maryland.gov/Pages/default.aspx>).

MHEC's subsidiary site can be accessed through the URL set for www.MDGo4it.org.

In MHEC's current MDGo4it.org website, there is an exact replica of the website in a Testing (staging) sub-web within the production web site. This sub site URL is held with an existing DNS provider. The following is a screen shot of the current MHEC testing (staging) web file structure:

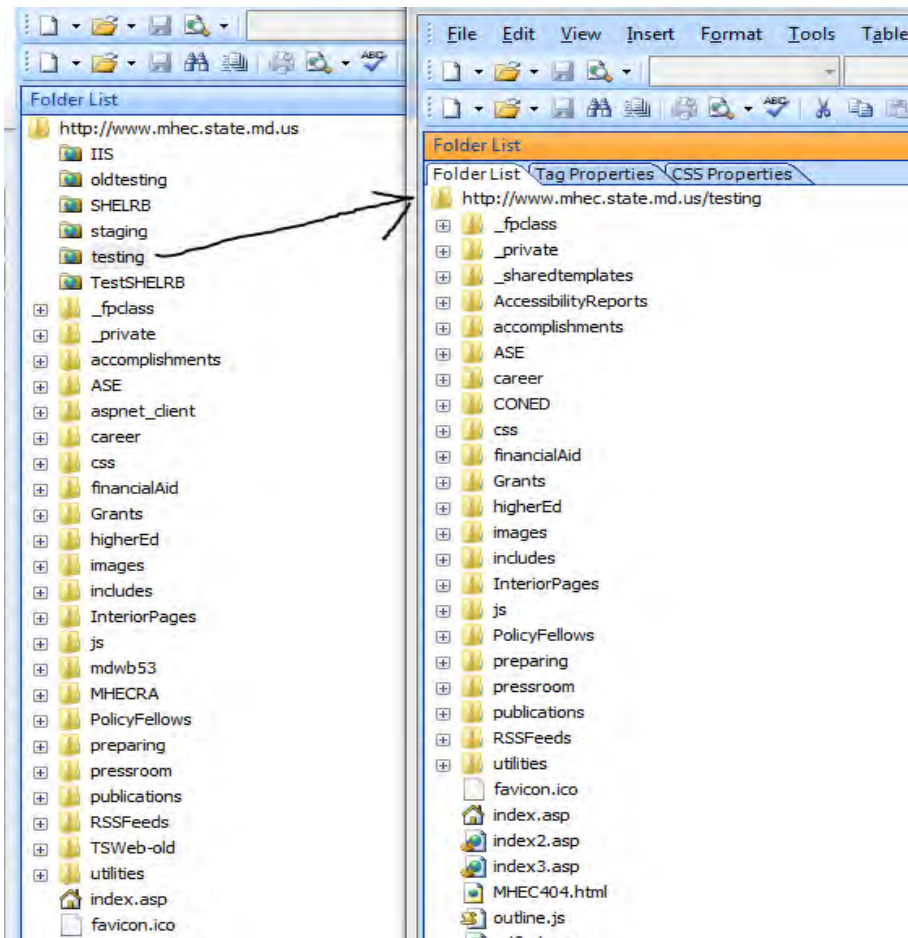


Figure 1 - MHEC Testing Site Sample

2.3.2 Mobile Viewing Format

MHEC requires the redesigned subsidiary site to have a responsive web design that is viewable on mobile platforms to facilitate habitual use and consumption of news and college access information with a primary focus on user engagement and encompass a custom user interface.

The mobile applications that stood apart are:

1. State of Maryland (<http://www.maryland.gov/Pages/default.aspx>).
2. Drexel University (www.drexel.edu)



3. AIDS.gov



2.4 PROFESSIONAL DEVELOPMENT

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

2.5 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES

The TO Contractor shall comply 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 can be found at the DoIT site

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

- The State of Maryland System Development Life Cycle (SDLC) methodology
- The State of Maryland Information Technology Security Policy and Standards
- The State of Maryland Information Technology Non-Visual Access Standards
- The TO Contractor shall follow project management methodologies consistent with the Project Management Institute’s Project Management Body of Knowledge Guide.
- TO Contractor assigned personnel shall follow a consistent methodology for all TO activities.

2.6 REQUIREMENTS

2.6.1 FUNCTIONAL / BUSINESS REQUIREMENTS

The TO Contractor shall:

ID #	Functional / Business Requirements	Associated Deliverable ID # from Section 2.8.3 below as applicable
2.6.1.1	Provide a web site that supports current Microsoft Internet Explorer version 9 and newer, Google Chrome version 29 and newer, Apple Safari version 6 and newer, Mozilla Firefox	2.8.3.4

	version 23 and newer web and mobile browsers used on Microsoft Windows, Mac OSX, and Linux operating systems to be used on mobile devices such as handheld mobile phone, iPads, tablets.	
2.6.1.2	<p>The Web Site shall contain a Home Page that meets the following:-</p> <ol style="list-style-type: none"> 1. Headers and Footers shall match the requirements set forth by Department of Information Technology (DoIT) 2. Placeholder for MHEC Logo shall be upper right hand corner with slogan: <i>“Creating a State of Achievement”</i>. 3. The home page shall allow for breaking news or announcements at MHEC. The home page shall include links for social networking which will include Facebook and Twitter. 4. The site should display rotating pictures (provided by MHEC =) of the target audience: 5. New horizontal “tabs” design shall be required. List of primary tabs consist of the following: <ol style="list-style-type: none"> a) K-12 b) College Students c) Adult Learners d) Parents e) Counselors & Educators 6. Each aforementioned Tab shall have its individual page and shall provide an overview of the section to be covered. 7. Secondary-tabs shall be viewable when the cursor “hovers” (and not yet clicked) over the primary tab and a dropdown item list shall appear consisting of the list of the secondary tabs. Details on the secondary-tabs are covered under Section 2.6.1.4 . 8. Shall provide space for Connect: A link to Text alert registration, news and social media updates connected to MHEC’s account on GovDelivery. 9. Shall provide space for Net Price Calculator which will reference a subpage with the list of net price calculator for each 	2.8.3.3 2.8.3.4

	<p>public and private post-secondary institution.</p> <p>10. Shall provide space for upcoming for Money for College events</p> <p>11. Shall provide space for Money for College videos</p> <p>12. Shall have one search box powered by Google. Script provided by DOIT and placed according to DOIT template.</p> <p>13. Shall Track page hits by month for all web pages and store in database. Set up report to generate web page hit statistics quarterly.</p> <p>14. Bottom plane shall read: Funding provided by a College Access Challenge Grant from the U.S. Department of Education in partnership with the Maryland Higher Education Commission</p> <p>15. MHEC will provide the Offeror final content for the home page and provide approval for that content.</p> <p>16. Capability to change Money for College videos, events, photographs and other content periodically by MHEC staff.</p>	
<p>2.6.1.3</p>	<p>The Web Site shall contain Secondary Tabs. The Sub-Page Development shall meets the following requirements:-</p> <ol style="list-style-type: none"> 1. Space shall be provided for MHEC overview content and picture(s) 2. Section Headers shall listed vertically to the left of the page and Left –Justified 3. Sub sections shall hidden unless the user selects the section header <ul style="list-style-type: none"> • Section Headers and subpages shall include: <ul style="list-style-type: none"> K-12 <ul style="list-style-type: none"> ○ <u>Elementary</u> <ul style="list-style-type: none"> ▪ Planning for College <ul style="list-style-type: none"> • Middle & High School Planning • Net Price Calculator • 529 Plans ○ <u>Middle School</u> 	<p>2.8.3.3</p> <p>2.8.3.4</p>

	<ul style="list-style-type: none"> ▪ GEAR UP ▪ High School Planning ▪ Career Planning ▪ College Planning ▪ Paying for College <ul style="list-style-type: none"> • Net Price Calculator ○ <u>High School</u> <ul style="list-style-type: none"> ▪ GEAR UP ▪ Grade by Grade Guide ▪ Career Planning ▪ College Planning ▪ Paying for College <ul style="list-style-type: none"> ▪ Net Price Calculator • College Students <ul style="list-style-type: none"> ○ <u>Undergraduate</u> <ul style="list-style-type: none"> ▪ Career Planning ▪ College Planning <ul style="list-style-type: none"> • First-time • Returning ▪ Paying for College <ul style="list-style-type: none"> • Net Price Calculator ○ <u>Graduate</u> <ul style="list-style-type: none"> ▪ Career Planning ▪ College Planning ▪ Paying for College <ul style="list-style-type: none"> • Net Price Calculator ○ <u>FAQ</u> • Adult Learner <ul style="list-style-type: none"> ○ <u>Veterans</u> <ul style="list-style-type: none"> ▪ Career Planning ▪ College Planning 	
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	<ul style="list-style-type: none"> • First-time • Returning ▪ Paying for College <ul style="list-style-type: none"> • Net Price Calculator ○ <u>Non-Veterans</u> <ul style="list-style-type: none"> ▪ Career Planning ▪ College Planning <ul style="list-style-type: none"> • First-time • Returning • Near Completers • Transfer ▪ Paying for College <ul style="list-style-type: none"> • Net Price Calculator ○ <u>FAQ</u> • Parents/Guardians <ul style="list-style-type: none"> ○ <u>College Planning</u> <ul style="list-style-type: none"> ▪ Maryland Colleges & Universities ▪ Paying for College <ul style="list-style-type: none"> • Financial Aid 101 • College Savings Plan • Net Price Calculator ○ <u>FAQ</u> • Counselors, Educators & Community Organizers <ul style="list-style-type: none"> ○ <u>Outreach Resources</u> <ul style="list-style-type: none"> ▪ Money for College Presentations <ul style="list-style-type: none"> • ¹Money for College Calendar • ²Request a Presentation ▪ State Financial Aid Resources <ul style="list-style-type: none"> • Money for College Video Series • ³Request for State Financial Aid 	
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	<p style="text-align: center;">Brochures</p> <ul style="list-style-type: none"> ○ <u>FAQ</u> <p>¹The TO Contractor shall provide an interface for the Money for College Calendar that allows a MHEC website administrator user to edit and maintain a Google calendar that displays events, deadlines, meetings and appointments.</p> <p>²The TO Contractor shall provide an interface for the Request a Presentation form that allows an user to input text, select from several dropdown lists and submit the request for a presentation. Field name, content, and required information is listed in Addendum I.</p> <p>³The TO Contractor shall provide an interface for the “Request for State Financial Aid Brochures” form that allows the user to input text, select from several dropdown lists and submit the request for State financial aid brochures. Field name, content, and required information is listed in Addendum II.</p> <p>In researching sub-pages, the following website sub-pages stood apart because of: (1) the ability to hover over the tabs and the list of the subpages displayed without clicking; (2) index reference list on the left; and (3) functional use of references at the bottom of the page are:</p> <ol style="list-style-type: none"> 1. College board (http://clep.collegeboard.org/) (https://professionals.collegeboard.com/guidance/prepare) 2. Stevenson University (http://www.stevenson.edu/academics/) 3. Iona College (http://www.iona.edu/Admissions/Undergraduate-Admissions/Student-Outcomes-Stories.aspx) <p>MHEC will provide the Offeror final content for the subpages and provide approval for that content.</p> <p>TO Contractor shall track page hits by month for all web pages and store in database. Set up report to generate web page hit statistics quarterly.</p>	
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<p>2.6.1.4</p>	<p>Form 1 – Request a Presentation Form²:</p> <ul style="list-style-type: none"> A. Web and mobile form for data entry that allows the user to input and edit data prior to submission through a three step process: (1) enter data-submit, (2) user has a chance to review and make edits- (3) final submission. Please see Addendum I for data to be recorded. B. TO Contractors are responsible for providing validation checks on the following: <ul style="list-style-type: none"> a. Data Entry by Field b. Document Submission only by the completion of error free Required Fields (Please see Addendum I) c. Drop down boxes d. Document Uploading e. Verify that user is a person through CAPTCHA. C. Capability to allow user to upload a flyer in pdf format with their presentation request that will be sent to the MHEC website administrator. TO Contractor shall use SoftArtisans software for uploading purposes. D. All successfully submitted web forms shall generate an automatic email response from the website to the user and to the administrator confirming that the web form and file has been submitted. E. Design, develop and implement Access database to store data entered by user. Access is the only database allowed. F. Set up form for MHEC administrator to approve, schedule and notify requestor of presentation. G. Implement capability to generate .PDF reports for the MHEC website administrator from the data captured by the web forms. Reports are to include, name, address, city, state, county, type of event, by publication type, by month. Capability to search data at least one year period. H. Capability for MHEC administrator to download data from submitted web forms in Excel format. I. Shall Track page hits by month for all web pages and store in database. Set up report to generate web page hit statistics quarterly. J. Shall be in compliance with ADA requirements. 	<p>2.8.3.3 2.8.3.4</p>
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	² - See Addendum I	
2.6.1.5	<p>Form 2 – Request a Brochure Form³:</p> <ul style="list-style-type: none"> A. Web and mobile form for data entry that allows the user to input and edit data prior to submission through a three step process: (1) enter data-submit, (2) user has a chance to review and make edits- (3) final submission. Please see Addendum II for data to be recorded. B. TO Contractors are responsible for providing validation checks on the following: C. Data Entry by Fields D. Document Submission only by the completion of error free Required Fields (Please see Addendum II) E. Drop down boxes F. Quantity Limitation of 250 per brochure type per request G. Verify that user is a person through CAPTCHA H. All successfully submitted web forms will generate an email response from the website to the requestor and to the MHEC administrator confirming that the web form and file has been submitted. I. Design, develop and implement Access database to contain data gathered from publications request forms J. Develop and implement form for MHEC user to ship orders, and change available publications and quantities. K. Capability to generate mailing labels, shipping invoices and PDF reports detailing publications requested and shipped over a year period. L. Generate reports for the administrator from the data captured by the web forms. Reports are to include, name, address, city, state, county, quantity, by publication type, by month. Capability to search data at least one year period. M. Capability for an MHEC website administrator to download data from submitted web forms in Excel format. N. Shall be in compliance with ADA requirements. <p>³ - See Addendum II</p>	<p>2.8.3.3</p> <p>2.8.3.4</p>
2.6.1.6	<p>Form 3 – Mobile Push Notifications</p> <ul style="list-style-type: none"> A. TO Contractor will establish a MHEC presence on GovDelivery.com to schedule and send mass emails, send 	<p>2.8.3.3</p> <p>2.8.3.4</p>

	<p>SMS text messages, create advanced bulletins (newsletters) and update social media.</p> <p>B. TO Contractors are responsible for providing validation checks on the following:</p> <ol style="list-style-type: none"> 1. Data Entry by Field 2. Document Submission only by the completion of error free Required Fields (Please see Addendum III) 3. Drop down boxes 4. Email Confirmation to user (If necessary) 5. Email Confirmation to requestor 6. Report Queries on information requested in this cell that are downloadable into PDFs & Excel 2010 or later spreadsheets. 7. CAPTCHA verification 8. Page hits 9. Compliance with ADA Requirements 	
2.6.1.7	<ol style="list-style-type: none"> 1. Web and mobile site shall be compliant with the State of Maryland DoIT Web Community design standards. http://doit.maryland.gov/webcom/Pages/default.aspx 2. TO Contractors are responsible for providing validation checks on the following: <ol style="list-style-type: none"> 1. HTML/XHTML 2. CSS 3. Section 508 Standards (accessibility) 4. WAI standards (accessibility) 5. Links (check for dead links) 6. Feeds 7. Functionality across different browsers (include handheld computers, Mac, PC, and cellphones, too) 8. (Re-validate) HTML and CSS 	2.8.3.4

2.6.2 TECHNICAL REQUIREMENTS

Technical requirements relate to the MHEC IT system infrastructure or performance required under the TO. See Section 2.3.1 for infrastructure reference.

The TO Contractor shall meet the following requirements:

ID #	Technical Requirements	Associated Deliverable ID # from Section 2.8.3
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		below as applicable
2.6.2.1	All development to be done in Windows 2012 with IIS 8 and Microsoft Access 2013. The website with mobile capabilities development language is ASP.NET using Visual Basic in Visual Studio.	2.8.3.4 2.8.3.3
2.6.2.2	Produce, maintain, and perform testing on an exact replica of the MHEC MDGo4it website with mobile capabilities in a Testing sub-web within the MHEC's production web site.	2.8.3.4 2.8.3.2 2.8.3.3
2.6.2.3	The developed website shall be on the WebDAV platform. MHEC will host the final website design on MHEC premises on the IIS8 platform and provide the staging platform for stage area.	2.8.3.4 2.8.3.3
2.6.2.4	The server based software shall be Microsoft Windows compliant software. If operating system is not Windows, please describe solution.	2.8.3.4
2.6.2.5	<p>The TO Contractor shall prepare the website to be hosted on MHEC's web server to integrate WebDAV for internal active directory user authentication. In addition, the TO Contractor shall develop the site so that the Microsoft Web Expressions can be utilized for web content modification. MHEC has a production website with a testing (staging) sub-web for development; please see Section 2.3.1 for reference. MHEC will provide authorization to proceed with deployment and implementation. To support this requirement:</p> <ol style="list-style-type: none"> 1. TO Manager shall provide access to MHEC's GovDelivery.com account to the TO Contractor to develop MHEC's site on GovDelivery.com; and 2. TO Contractor shall provide the uploading capabilities for the Request a Presentation and Request State financial aid brochure interfaces through the utilization of SoftArtisans software releases for email confirmations to the requestor and MHEC. <p>TO Contractor shall leverage the latest released version of the SoftArtisan software owned by MHEC to develop this capability.</p>	
2.6.2.6	<p>Train up to five (5) MHEC staff on operations and maintenance of the website.</p> <p>Website design and functionality activities shall be detailed in an operational and maintenance manual, so MHEC IT and OG&M staff can be informed of website interface, functionality and maintenance, including systems operation and database</p>	2.8.3.11

	maintenance.	
2.6.2.9	Set up MHEC's account on GovDelivery.com to schedule and send mass emails, send SMS text messages, create advanced bulletins (newsletters) and update social media. MHEC account accessible to the user must link to MHEC's web and mobile sites.	2.8.3.4
2.6.2.7	If the TO Contractor procures and implements any software to support its solution, all associated software to be procured and implemented by the TO Contractor shall be compatible with SoftArtisans (http://fileup.softartisans.com/). See Section 2.6.8 Requirements for Hardware, Software, and Materials.	2.6.1.6
2.6.2.8	After implementation, the MHEC Associate Director of IT will approve the documents provided by the TO Contractor, and verify the functionality. The TO Contractor may propose alternatives to MHEC IT for approval.	2.8.3.4 2.8.3.5 2.8.3.6 2.8.3.7 2.8.3.8 2.8.3.9

2.6.3 NON-FUNCTIONAL, NON-TECHNICAL REQUIREMENTS

Non-functional, non-technical requirements may include any requirements not related to IT system make-up or business processes. Examples are personnel tasks, SDLC documentation, required meetings, etc.

ID #	Non-Functional, Non-Technical Requirements	Associated Deliverable ID # from Section 2.8.3 below as applicable
2.6.3.1	Kick Off Meeting	2.8.3.1
2.6.3.2	The TO Contractor shall provide all artifacts including but not limited to:	
	2.6.3.2.1 Functional Requirements Document in Word	2.8.3.4
	2.6.3.2.2 User Acceptance Test Scripts and Results (UAT) documents in Word or Excel	2.8.3.5
	2.6.3.2.3 Test and Analysis Report in Word	2.8.3.6
	2.6.3.2.4 Website Design and Development Document in Word – architectural design document, documentation of code, algorithms, interfaces, and Application Programming Interfaces (APIs)	2.8.3.7
	2.6.3.2.5 Operations/User manual in Word	2.8.3.8

	2.6.3.2.6 Maintenance manual in Word	2.8.3.9
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2.6.4 TO Startup

The TO Contractor shall perform the activities necessary to ensure the smooth execution of deliverables by quickly becoming familiar with the MHEC IT environment and all support requirements.

The TO Contractor shall complete the following startup activity within 10 business days of NTP to minimize any possible disruption to support services.

2.6.4.1 Kickoff Meeting

A Kickoff Meeting with the TO Contractor's staff, the TO Manager, the TO Assistant Manager and other MHEC staff within ten (10) business days of the Notice to Proceed (NTP) date. The Kickoff Meeting between the TO Manager, MHEC staff and the TO Contractor are a no cost deliverable to MHEC.

The TO Contractor shall deliver a draft work plan in MS PowerPoint and MS Word Doc for MHEC approval and address the details for all web development and design.

2.6.4.2 Final Work Plan

The TO Contractor shall deliver a final work plan in MS Word Doc for MHEC approval and address all requested revisions (if any) for all web development and design. TO Manager will provide approval of TO Contractor's final work plan within five (5) business days of TO Contractors inclusion of any revisions and additions requested by the TO Manager. The final work plan submitted by TO Contractor is a no cost deliverable to MHEC.

2.6.5 TO CONTRACTOR RESPONSIBILITIES

The TO Contractor shall provide staffing and resources to fully supply the following services as identified in Section 2.6 Requirements:

2.6.5.1

The TO Contractor shall provide staffing to deliver the SDLC phase activities related to the redesigned MDGo4it website design, development, integration & testing, and implementation, including required software.

2.6.5.2

MHEC requires that the TO Contractor provides a 120 day warranty at no additional cost. Warranty must cover codes and graphics developed by TO Contractor. The Warranty shall be for 120 days from date of promotion to the MHEC production and environment and shall cover errors or omissions for 120 days from production. Any code altered by MHEC and/or 3rd party applications, used in the MDGO4it website, is outside the scope of the TO Contractor warranty. The accuracy of the content

provided to complete the website is MHEC's responsibility, and alterations within the 120 days will not be considered change requests.

2.6.6 TO CONTRACTOR PERSONNEL DUTIES AND RESPONSIBILITIES

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

2.6.7 SERVICE LEVEL AGREEMENT (SLA)

TO Contractor must respond within three (3) business days of original edit request made by MHEC for edits covered under warranty. TO Contractor must respond within seven (7) business days of original edit request made by MHEC for edits not covered under warranty.

2.6.8 BACKUP / DISASTER RECOVERY

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

2.6.9 REQUIREMENTS FOR HARDWARE, SOFTWARE, AND MATERIALS

The primary work location for this Task Order will NOT be MHEC offices. The TO Contractor shall be fully responsible for providing work location(s). Overhead expenses for the work site are not directly billable to the State and must be addressed in the pricing of the work orders and/or hourly rates.

2.7 PERFORMANCE AND PERSONNEL

2.7.1 WORK HOURS

- **Business Hours Support:** The TO Contractor's collective assigned personnel shall support core business hours (8:30 AM to 4:30 PM), Monday through Friday except for State holidays, Service Reduction days, and Furlough days observed by MHEC. 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.
- **Scheduled 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 system upgrades in addition to core business hours. Hours performing system upgrades would be billed on actual time worked at the rates proposed.
- **State-Mandated Service Reduction Days:** TO Contractor personnel shall be required to participate in the State-mandated Service Reduction Days as well as State Furlough Days. In this event, the TO Contractor will be notified in writing by the TO Manager of these details.
- **Minimum and Maximum Hours:** Full-time TO Contractor personnel shall work a minimum of 40 hours per week with starting and ending times as approved by the TO Manager. A flexible work schedule may be used with TO Manager approval, including time to support any efforts outside core business hours. TO Contractor personnel may also be requested to restrict the number of hours TO Contractor personnel can work within a given period of time that may result in less than an eight hour day or less than a 40 hour work week.

- Vacation Hours: Requests for leave shall be submitted to the TO Manager at least two weeks in advance. The TO Manager reserves the right to request a temporary replacement if leave extends longer than one consecutive week. In cases where there is insufficient coverage, a leave request may be denied.

2.7.2 PERFORMANCE EVALUATION

THIS SECTION DOES NOT APPLY.

2.7.3 PERFORMANCE ISSUE MITIGATION

At any time during the TO period of performance, should the performance of a TO Contractor resource be unsatisfactory as determined by the TO Manager, MHEC will pursue the following mitigation procedures prior to requesting a replacement employee:

- A) The TO Manager shall document performance issues and give written notice to the TO Contractor, clearly describing problems and delineating remediation requirement(s).
- B) The TO Contractor shall respond with a written remediation plan within three (3) business days and implement the plan immediately upon written acceptance by the TO Manager.
- C) Should performance issues persist, the TO Manager may give written notice or request the immediate removal of person(s) whose performance is at issue, and determine whether a substitution is required.

2.7.4 SUBSTITUTION OF PERSONNEL AFTER AWARD

The substitution of proposed personnel during the evaluation period, prior to award, is prohibited. Substitutions of any kind, post proposal due date, but prior to award, is considered to be the equivalent of an alternate proposal, and is prohibited.

The substitution of personnel procedures 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 individual. After the interview, the TO Manager shall notify the TO Contractor of acceptance or denial of the requested substitution.

2.7.5 PREMISES AND OPERATIONAL SECURITY

- A) Further, TO Contractor employees and subcontractors may be subject to random security checks during entry and exit of State secured areas. The State reserves the right to require TO Contractor employees and subcontractors to be accompanied while on secured premises.
- B) TO Contractor employees shall, while on State premises, display their State issued identification cards without exception.
- C) TO Contractor shall require its employees to follow the State of Maryland and MHEC IT Security Policy and Standards throughout the term of the Contract.

- D) 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.
- E) TO Contractor shall remove any employee from working on the resulting TO Agreement where the State of Maryland provides evidence to the TO Contractor that said employee has not adhered to the security requirements specified herein.
- F) The cost of complying with all security requirements specified herein are the sole responsibilities and obligations 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.

2.8 DELIVERABLES

For every deliverable, the TO Contractor shall request that the TO Manager confirm receipt of that deliverable by sending an Agency Receipt of Deliverable form (Attachment 8) with the deliverable. The TO Manager will acknowledge receipt of the deliverable via e-mail using the provided form.

For every deliverable, the TO Contractor shall submit by e-mail an Agency Deliverable Product Acceptance Form (DPAF), provided as Attachment 9, 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 2.8.3. 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 2.8.3.

2.8.1 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 2.8.3 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 9). 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 2.12.2.

In the event of rejection, 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.

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.

2.8.2 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.

2.8.3 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
2.8.3.1	Kick-Off Meeting	Draft Work Plan MS Power Point presentation and printed MS Word documents that include requirements in Section 2.6.4.1	NTP+ 10 days for Kickoff Meeting and TBD for other artifacts. Updates: Weekly

2.8.3.2	Final Work Plan	<p>Final Work Plan MS Power Point presentation and printed MS Word documents that include requirements in Section 2.6.4.2</p> <p>(TO Contractor’s final work plan includes all revisions and additions requested by the TO Manager.)</p>	NTP+ 15 days for Kickoff Meeting and TBD for other artifacts. Updates: Weekly
2.8.3.3	MDGO4IT Website Replica	<p>The TO Contractor shall Submit of a functioning MDGO4IT Website replica to the MHEC TO Manager. The website shall be based on the functional and technical requirements as described in Sections 2.6.1 and 2.6.2</p> <p>Formal acceptance criteria will be based on the Website Design and Development document compliance, and TO Manager approval for the website design and development.</p>	NTP + 60 days
2.8.3.4	<p>A. Fully Functioning and Deployed MDGO4IT Website</p> <p>B. MDGO4IT website</p>	<p>A. The TO Contractor shall handover delivery of a functioning MDGO4IT Website to the TO Manager. The website shall be based on the functional and technical requirements as described in Sections 2.6.1 and 2.6.2.</p> <p>Formal acceptance criteria will be based on website design and development compliance, and MHEC TO Manager and TO Manager approval for the website design and development as described in Sections 2.6.2.3 and 2.6.2.5</p> <p>B. Formal acceptance will be</p>	<p>NTP + 150 days</p> <p>NTP + 150 days</p>

	<p>functionality:</p>	<p>provided at the completion of UAT by the TO Manager. Acceptance criteria shall be based on the Website Design and Development compliance.</p> <p>Formal acceptance criteria will be based on website design and development compliance, and MHEC TO Manager and TO Manager approval for the website design and development as described in Sections 2.6.2.3 and 2.6.2.5</p>	
	<p>C. MDGO4IT Mobile Site functionality:</p>	<p>C. Formal acceptance will be provided at the completion of UAT by the TO Manager. Acceptance criteria shall be based on the website design and development compliance; MHEC approved system mock-ups, and approved UAT scripts.</p> <p>Formal acceptance criteria will be based on website design and development compliance, and MHEC TO Manager and TO Manager approval for the website design and development as described in Sections 2.6.2.3 and 2.6.2.5</p>	<p>NTP + 150 days</p>
	<p>D. MHEC GovDelivery Setup and Link</p>	<p>D. TO Contractor will establish a MHEC presence on GovDelivery.com to schedule and send mass emails, send SMS text messages, create advanced</p>	<p>NTP + 150 days</p>

		<p>bulletins (newsletters) and update social media.</p> <p>Formal acceptance will be provided at the completion of UAT by the TO Manager.</p> <p>Acceptance criteria shall be based on requirements set forth by GovDelivery, accuracy of content application, and MHEC account requirements.</p>	
2.8.3.5	User Acceptance Test	<p>Word format ,UAT approved by OGM TO Manager as required in Section 2.6.3.2.2</p> <p>The UAT should test at the minimum the access to the site with the following: as a new visitor; browse pages; receiving alerts and text messages; request a presentation; and request up to 250 of each brochure. The Test should incorporate completing the request process, ensuring that the TO Contractor can track any options so that TO Contractor can test all the different variables.</p> <p>TO Contractor makes final adjustments to the code to make the website bug-free.</p>	NTP+ 180 days for UAT. Updates: Weekly
2.8.3.6	Test and Analysis Report in Word	<p>Word format with graphics and illustrations (such as screenshots, arrows, etc.) to complement text required in Section 2.8.3.2 and 2.8.3.4</p>	NTP+ 183 days for UAT. Updates: Weekly
2.8.3.7	Website Design and Development Document in Word	<p>Architectural website design document, documentation of code, algorithms, interfaces, and Application Programming Interfaces (APIs) in MS Word required in Section 2.6.3.2.2</p>	NTP+ 186 days for Website Design and Development Document in Word Updates: Weekly

2.8.3.8	Operations manual in Word	Word format with graphics and illustrations to complement text required in Section 2.6.3.2.5	NTP+ 189 days for UAT. Updates: Weekly
2.8.3.9	Maintenance manual in Word	Word format with graphics and illustrations to complement text required in Section 2.6.3.2.6	NTP+ 192 days for UAT. Updates: Weekly
2.8.3.10	The MDGO4IT website deployed in the Testing sub-web within the Production website as detailed in Section 2.3 Existing System Description.	The TO Contractor shall handover delivery of a fully functioning Testing sub-web within the Production website to be tested and approved by the MHEC Associate Director of IT.	NTP + 195 days
2.8.3.11	User training for up to five (5) MHEC OG&M and IT staff members with a “train-the-trainer” approach	The TO Contractor shall provide classroom and online user training for up to five MHEC OGM staff members with a “train-the-trainer” approach	NTP + 205 days

2.9 MINIMUM QUALIFICATIONS

2.9.1 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.

Minimum of three (3) years’ of demonstrated experience providing web and mobile site design and development services to U.S. based commercial, higher education or government entities with at least 500 end-users. Demonstrated experience shall include all of the following:

- (1) Microsoft Access 2008 or later
- (2) Microsoft IIS7 or later
- (3) ASP.NET using Visual Basic in Visual Studio
- (4) DHTML, XHTML, and CSS
- (5) JavaScript 2.0
- (6) Visual Basic Script
- (7) Creating files for use in RSS feeds

2.9.2 OFFEROR’S PERSONNEL MINIMUM QUALIFICATIONS

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

For the personnel proposed under this TORFP, proposed resources must meet all Senior Internet/Intranet Site Developer minimum qualifications for the labor category proposed, as identified

in the CATS + Master Contract Section, 2.10 plus the following minimum qualifications. Resumes shall clearly outline starting dates and ending dates for each applicable experience or skill.

2.10 TO CONTRACTOR AND PERSONNEL PREFERRED QUALIFICATIONS

The following qualifications are expected and will be evaluated as part of the technical proposal:

- *A Master's Degree is preferred.*

Preferred experience: Every individual proposed in response to this TORFP showing a minimum of two (2) years' experience designing, developing, testing, or implementing web and mobile sites using two or more of the following tools:

- (1) Microsoft Access 2008 (including all of: database design and coding using SQL and Visual Basic for Applications)
- (2) SQL Server 2010
- (3) Microsoft IIS
- (4) ASP.NET using Visual Basic in Visual Studio
- (5) DHTML, XHTML, and CSS
- (6) JavaScript 2.0
- (7) Visual Basic Script
- (8) Active Server Pages with dynamically generated SQL
- (9) Creating files for use in RSS feeds

2.11 RETAINAGE

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

2.12 INVOICING

A. Invoicing shall be submitted per completion of deliverables. Invoicing shall be accompanied by signed notice(s) of acceptance DPAF for all invoices submitted for payment. All invoices shall be submitted monthly no later than 15 calendar days after the end of the invoice period, unless specified differently in the TORFP/RFR, and include the following information:

- name and address of the State agency being billed,
- vendor name,
- remittance address,
- federal taxpayer identification or (if owned by an individual) his/her social security number, invoice period,
- invoice date,
- invoice number,
- amount due,
- retainage (if applicable), and
- purchase order number(s) being billed.

- B. Payment of invoices will be withheld if a signed Acceptance of Deliverable Form (Attachment 9) is not submitted.

DPAFs and associated invoicing should reflect the following deliverables:

Deliverables Set 1

- Kick-Off Meeting as required in Section 2.8.3.1
- Final Work Plan as required in Section 2.8.3.2

Deliverables Set 2

- MDGO4IT Website replica as required in Section 2.8.3.3

Deliverables Set 3

- Fully Functioning Web and Mobile platforms as required in Section 2.8.3.4.A-C
- An Established MHEC account on GovDelivery.com as required in Section 2.8.3.4.D
- User Acceptance Test as required in Section 2.8.3.5
- Test and Analysis Report in Word as required in Section 2.8.3.6
- Website Design and Development Document in Word as required in Section 2.8.3.7
- Operations manual in Word as required in Section 2.8.3.8
- Maintenance manual in Word as required in Section 2.8.3.9
- The MDGO4IT website deployed in the Testing sub-web within the Production website as required in Section 2.8.3.10
- User training for up to five (5) MHEC OG&M and IT staff members with a “train-the-trainer” approach as required in Section 2.8.3.11

Deliverables Set 4

- 120 day warranty period

- C. Firm Fixed Price work orders will not be paid until deliverable acceptance is complete. If the Firm Fixed Price work order will involve more than one month of work, the TO Contractor may request partial payment from the MHEC TO Manager. It is at the discretion of the TO Manager whether to approve partial payment and the amount.

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 contain the TO Contractor's Federal Tax Identification Number, as well as the information described below, and shall be submitted to the TO Manager for payment approval.

2.12.1 TIME SHEET SUBMISSION AND ACCEPTANCE

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

2.12.2 FIXED PRICE INVOICE SUBMISSION PROCEDURE

This procedure consists of the following requirements and steps:

- A) A proper invoice shall identify “MHEC” as the recipient and contain the following information: date of invoice, TO Agreement number, deliverable description, deliverable

number (e.g., “2.8.3.1.”), and period of performance covered by the invoice, a total invoice amount, and a TO Contractor point of contact with telephone number.

- B) The TO Contractor shall send / email the original of each invoice and signed DPAF (Attachment 9), for each deliverable being invoiced to the MHEC at LaJuan Lee with a copy to the TO Manager.
- C) Invoices for final payment shall be clearly marked as “FINAL” and submitted when all work requirements have been completed and no further charges are to be incurred under the TO Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.
- D) Payment will only be made upon completion and acceptance of the deliverables as defined in Section 2.8.

2.12.3 WORK ORDER PROCESS

- A. Additional resources will be provided via a Work Order process.
- B. The TO Manager shall e-mail a Work Order Request (See Attachment 17) to the TO Contractor to provide resources that are within the scope of this TORFP. The Work Order Request will include:
 - 1. Technical requirements and description of the service or resources needed
 - 2. Performance objectives and/or deliverables, as applicable
 - 3. Due date and time for submitting a response to the request
 - 4. Required place(s) where work must be performed
- C. The TO Contractor shall e-mail a response to the TO Manager within the specified time and include at a minimum:
 - 1. A response that details the TO Contractor’s understanding of the work;
 - 2. A price to complete the Work Order Request using the format provided in Attachment 17;
 - 3. A description of proposed resources required to perform the requested tasks, with CATS+ labor categories listed in accordance with Attachment 1A;
 - 4. An explanation of how tasks shall be completed. This description shall include proposed subcontractors and related tasks;
 - 5. State-furnished information, work site, and/or access to equipment, facilities, or personnel; and
 - 6. The proposed personnel resources, including any subcontractor personnel, to complete the task.
- D. For a T&M Work Order, the TO Manager will review the response and will confirm the proposed labor rates are consistent with this TORFP; For a fixed price Work Order, the TO Manager will review the response and will confirm the proposed prices are acceptable.

- E. The TO Manager may contact the TO Contractor to obtain additional information, clarification or revision to the Work Order, and will provide the Work Order to the TO Procurement Officer for approval. The TO Procurement Officer could issue a change order to the TORFP if appropriate.
- F. Proposed personnel on any type of Work Order shall be approved by the TO Manager. The TO Contractor shall furnish resumes of proposed personnel specifying their intended labor category from the CATS+ Labor Categories proposed in the TO Proposal. The TO Manager shall have the option to interview the proposed personnel. After the interview, the TO Manager shall notify the TO Contractor of acceptance or denial of the personnel.
- G. The TO Manager will issue the NTP after the Work Order is approved and/or any interviews are completed.

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SECTION 3 - TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1 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 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.

3.2 SUBMISSION

The TO Proposal shall be submitted via two e-mails, each not to exceed 8 MB.

The TO Technical Proposal shall be contained in one email, with two attachments. This e-mail shall include:

- Subject line “CATS+ TORFP # R62B4400007 Technical” plus the Master Contractor Name
- One attachment labeled “TORFP R62B4400007 Technical - Attachments” containing all Technical Proposal Attachments (see Section 3.3 below), signed and in PDF format.
- One attachment labeled “TORFP R62B4400007 Technical – Proposal” in Microsoft Word format (2007 or later).

The TO Financial Proposal shall be contained in one email, with one attachment. This e-mail shall include:

- Subject line “CATS+ TORFP # R62B4400007 Financial” plus the Master Contractor Name
- One attachment labeled “TORFP R62B4400007 Financial” containing the Financial Proposal contents, signed and in PDF format.

3.3 SUMMARY OF ATTACHMENTS

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

The following attachments shall be included with the TO Technical Proposal:

- Attachment 4 - Conflict of Interest Affidavit and Disclosure - Signed PDF
- Attachment 5B Personnel Resume Form - Signed PDF
- Attachment 13 - Living Wage Affidavit of Agreement - Signed PDF
- Attachment 16 - Certification Regarding Investments in Iran - Signed PDF

The following attachments shall be included with the TO Financial Proposal:

- Attachment 1 and 1A Price Sheet – Signed PDF

3.4 TO PROPOSAL FORMAT

A TO Proposal shall contain the following sections in order:

3.4.1 TO TECHNICAL PROPOSAL

A) Proposed Services

- 1) Executive Summary: A one-page summary describing the Offeror's understanding of the TORFP scope of work (Section 2) and proposed solution.
- 2) Proposed Solution: A more detailed description of the Offeror understanding of the TORFP scope of work, proposed methodology and solution. The proposed solution shall be organized to exactly match the requirements outlined in Section 2.
- 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 2 - 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 2 – 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 2 - Scope of Work. The final schedule should come later as a deliverable under the TO after the TO Contractor has had 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 2 - Scope of Work. Includes a description of strategies to mitigate risks. If the Risk Assessment appears as a deliverable in Section 2 – 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 Technical Proposal. Offerors should avoid assumptions that counter or constitute exceptions to TORFP terms and conditions.
- 7) Tools the TO Contractor owns and proposes for use to meet any requirements in Section 2.

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 2.9.1.

Reference	Offeror Company Minimum Requirement	Evidence of Compliance
2.9.1.2	The Offeror must have provided at least three (3) full-time website design and development personnel with the experience using: <ol style="list-style-type: none"> (1) Microsoft Access 2008 (including all of: database design and coding using SQL and Visual Basic for Applications) 	Offeror documents evidence of compliance here.

	<ul style="list-style-type: none"> (2) SQL Server 2010 (3) Microsoft IIS (4) ASP.NET using Visual Basic in Visual Studio (5) DHTML, XHTML, and CSS (6) JavaScript 2.0 (7) Visual Basic Script (8) Active Server Pages with dynamically generated SQL (9) Creating files for use in RSS feeds 	
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C) Proposed Personnel and TORFP Staffing

- 1) Complete and provide for each proposed resource Attachment 5B Personnel Resume Form and Attachment 5A minimum Qualifications Summary.
- 2) Provide evidence proposed personnel possess the required certifications in accordance with Section 2.9.2 Offeror's Personnel Minimum Qualifications.
- 3) Provide three (3) references per proposed personnel containing the information listed in Attachment 5B.
- 4) 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
- 5) 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

NO MBE, SBE, or VSBE forms are required for this TORFP.

E) Subcontractors

Identify all proposed subcontractors, including MBEs (if applicable), and their roles in the performance of Section 2 - 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

- 1) Provide up to three examples of engagements or contracts in addition to web links of deployed sites that the Master Contractor or subcontractor, if applicable, has completed that were similar to Section 2 - 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 2 - 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 10, Subtitle 6, of the State Government 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.

J) Proposed Facility

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

3.4.2 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 and 1A – Price Sheet, completed in PDF format. Prices shall be valid for 120 days.

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SECTION 4 - TASK ORDER AWARD PROCESS

4.1 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 MHEC will consider all information submitted in accordance with Section 3.

4.2 TO PROPOSAL EVALUATION CRITERIA

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

- A) The overall experience, capability and references for the Master Contractor as described in the Master Contractor's TO Technical Proposal.
- B) The Master Contractor's overall understanding of the TORFP Scope of Work – Section 2. Level of understanding will be determined by the quality and accuracy of the oral presentation and the technical proposal in adherence with Section 3.4.
- C) The capability of the proposed resources to perform the required tasks and produce the required deliverables in the TORFP Scope of Work – Section 2. Capability will be determined from each proposed individual's resume, reference checks, and oral presentation (See Section 1.5 Oral Presentations/Interviews).
- D) The ability for the Master Contractor to meet staffing expectations relative to supplying additional personnel for this TORFP meeting qualifications in Section 2.9 and 2.10.

4.3 SELECTION PROCEDURES

- 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 1.5 Oral Presentation and Section 3.4.1 TO Technical Proposal.
- B) For TO Proposals deemed technically qualified, the associated TO Financial Proposal will be opened. All others will be deemed not reasonably susceptible for award and the TO Procurement Officer will notify the Master Contractor it has not been selected to perform the work.
- C) Qualified TO Financial Proposal responses will be reviewed and ranked from lowest to highest price proposed.
- D) The most advantageous TO Proposal considering both the technical and financial submissions shall be selected for TO award. In making this selection, technical merit has greater weight.
- E) All Master Contractors submitting a TO Proposal shall receive written notice from the TO Procurement Officer identifying the awardee.

4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT

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

LIST OF ATTACHMENTS

Attachment Label	Attachment Name	Applicable to this TORFP?	Submit with Proposal?*(Submit, Do Not Submit, N/A)
Attachment 1 and 1A	Price Sheet	Applicable	Submit with TO Financial Proposal
Attachment 2	Minority Business Enterprise Participation	<i>Not Applicable</i>	<i>N/A</i>
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 Receipt of Deliverable Form	Applicable	Do Not Submit with Proposal
Attachment 9	Agency Deliverable Product Acceptance Form (DPAF)	Applicable	Do Not Submit with Proposal
Attachment 10	Non-Disclosure Agreement (Offeror)	Applicable, but not required	Submit with TO Technical Proposal
Attachment 11	Non-Disclosure Agreement (TO Contractor)	Applicable	Do Not Submit with Proposal
Attachment 12	TO Contractor Self-Reporting Checklist	Applicable	Do Not Submit with Proposal
Attachment 13	Living Wage Affidavit of Agreement	Applicable	Submit with TO Technical Proposal
Attachment 14	Mercury Affidavit	<i>Not Applicable</i>	<i>N/A</i>
Attachment 15	Veteran Owned Small Business Enterprise Utilization Affidavit	<i>Not Applicable</i>	<i>N/A</i>
Attachment 16	Certification Regarding Investments in Iran	Applicable	Submit with TO Technical Proposal
Attachment 17	Sample Work Order	Applicable	Do Not Submit with Proposal
Attachment 18	Performance Evaluation Form	<i>Not Applicable</i>	<i>N/A</i>
Attachment 19	Criminal Background Check Affidavit	<i>Not Applicable</i>	<i>N/A</i>
Addendum I	Presentation Form Field Name Requirements	Applicable	Do Not Submit with Proposal
Addendum II	Brochure Form Field Name Requirements	Applicable	Do Not Submit with Proposal
Addendum III	Text Notification Fields - Request Form	Applicable	Do Not Submit with Proposal

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

ATTACHMENT 1 PRICE SHEET

PRICE SHEET (FIXED PRICE) FOR CATS+ TORFP # R62B4400007

Identification	Deliverable	Proposed Price
Deliverables Set 1		
2.8.3.1	Kick-Off Meeting	
2.8.3.2	Final Work Plan	
Deliverables Set 2		
2.8.3.3	MDGO4IT website replica	
Deliverables Set 3		
2.8.3.4.A	Fully Functioning and Deployed MDGO4IT Website	
2.8.3.4.B	MDGO4IT website functionality:	
2.8.3.4.C	MDGO4IT Mobile Site functionality	
2.8.3.4.D	MHEC GovDelivery Setup and Link	
2.8.3.5	User Acceptance Test	
2.8.3.6	Test and Analysis Report in Word	
2.8.3.7	Website Design and Development Document in Word	
2.8.3.8	Operations manual in Word	
2.8.3.9	Maintenance manual in Word	
2.8.3.10	The MDGO4IT website deployed in the Testing sub-web within the Production website as detailed in Section 2.3 Existing System Description.	
2.8.3.11	User training for up to five (5) MHEC OG&M and IT staff members with a “train-the-trainer” approach	
Deliverables Set 4		
	120 day warranty period in accordance with Section 2.6.5.2	Included at no cost
Total Evaluated Price		

Authorized Individual Name

Company Name

Title

Company Tax ID #

Signature

Date

ATTACHMENT 1A

PRICE SHEET (TIME AND MATERIALS) FOR CATS+ TORFP # <<SOLICITATION NUMBER>>

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. **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.

CATS+ Labor Category Proposed by Master Contractor	Hourly Labor Rate
Insert CATS+ Labor Category	\$
Insert CATS+ Labor Category	\$
<Add additional as proposed>	

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

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

ATTACHMENT 3 TASK ORDER AGREEMENT

CATS+ TORFP# R62B4400007 Number OF MASTER CONTRACT #060B2490023

This Task Order Agreement (“TO Agreement”) is made this day of Month, 20XX by and between _____ (TO Contractor) and the STATE OF MARYLAND, MHEC

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

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
 - a) “Agency” means MHEC, as identified in the CATS+ TORFP # R62B4400007.
 - b) “CATS+ TORFP” means the Task Order Request for Proposals # R62B4400007, dated MONTH DAY, YEAR, including any addenda.
 - c) “Master Contract” means the CATS+ Master Contract between the Maryland Department of Information Technology and TO Contractor dated MONTH DAY, YEAR.
 - d) “TO Procurement Officer” means TO Procurement Officer. The Agency may change the TO Procurement Officer at any time by written notice.
 - e) “TO Agreement” means this signed TO Agreement between MHEC and TO Contractor.
 - f) “TO Contractor” means the CATS+ Master Contractor awarded this TO Agreement, whose principal business address is _____.
 - g) “TO Manager” means TO Manager. 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 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 supercede the Master Contract.
 - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS+ 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 _____, commencing on the date of Notice to Proceed and terminating on Month Day, Year.
4. Consideration and Payment
- 4.1 The consideration to be paid the TO Contractor shall be done so in accordance with the CATS+ TORFP and shall not exceed \$_____. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.
- 4.2 Payments to the TO Contractor shall be made as outlined Section 2 of the CATS+ TORFP, but no later than thirty (30) days after the Agency's receipt of 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, MHEC

By: insert name, TO Procurement Officer

Date

Witness: _____

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

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 **agency, please pick one:** the CATS+ Labor Category that best fits each proposed resource **OR** the resource that best fits the specified CATS+ Labor Category. 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.
 - d) Failure of any proposed resource to meet minimum requirements as listed in this TORFP and in the CATS+ Master Contract.
 - i) 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.*
 - ii) A resource proposed in response to this TORFP is not available as of TO award. Substitutions prior to award are considered alternate proposals and will not be allowed.
 - e) 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.).

- f) 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 A– MINIMUM QUALIFICATIONS SUMMARY

CATS+ TORFP # R62B440007

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)										
<p>Education:</p> <p>Insert the education description from the CATS+ Master Contract RFP from Section 2.10 for Senior Internet/Intranet Site Developer</p>	<p>(Identify school or institution Name; Address; Degree obtained and dates attended.)</p>									
<p>Generalized Experience:</p> <p>Insert the generalized experience description from the CATS+ Master Contract RFP from Section 2.10 for Senior Internet/Intranet Site Developer.</p> <p>Provide dates in the format of MM/YY to MM/YY</p>	<p>(Identify specific work experiences from the resume that illustrate compliance with the Master Contract RFP Labor Category requirements for Generalized Experience.)</p> <table border="1"> <thead> <tr> <th>FROM</th> <th>TO</th> <th>Job Title and Company</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td colspan="2">Match to Form 5B:</td> <td><insert cross-reference(s) to the full description on Form 5B></td> </tr> </tbody> </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>								
<p>Preferred Experience:</p> <p>Insert the preferred experience description from the CATS+ Master Contract RFP from Section 2.10 for Senior Internet/Intranet Site Developer.</p> <p>Provide dates in the format of MM/YY to MM/YY</p>	<p>(Identify specific work experiences from the resume that illustrate compliance with the Master Contract RFP Labor Category requirements for Specialized Experience.)</p> <table border="1"> <thead> <tr> <th>FROM</th> <th>TO</th> <th>Job Title and Company</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td colspan="2">Match to Form 5B:</td> <td><insert cross-reference to the full description on Form 5B></td> </tr> </tbody> </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>								
<p>TORFP Additional Requirements</p> <p>Minimum qualifications and required certifications as defined in Section 2.9 of this TORFP.</p> <p>Provide dates in the format of MM/YY to MM/YY</p>										

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 B – PERSONNEL RESUME FORM

CATS+ TORFP # **R62B4400007**

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 OR agency inserts the CATS+ labor category>
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 2 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

Provide good directions to the pre-proposal conference, including parking information.

The Pre-Proposal Conference will be held:
Maryland Higher Education Commission
Nancy Grasmick Building
200 W. Baltimore Street
8th Floor, Room #
Baltimore, MD 21201

From Interstate 95 (Washington, D. C.)

95 to Exit 53 – “Route 395 North/Downtown”. On 395, take exit “Downtown/Inner Harbor”, which is the left lane. Stay in left lane. “Downtown/Inner Harbor” exit becomes Howard Street. Cross Conway, Camden, and Pratt Streets. After Pratt, get in the right lane. Cross Lombard Street, turn right at next light which is Baltimore Street. You can turn right from both lanes, but the left lane of Howard Street puts you into the left lane of Baltimore Street and gives easy access to the parking lot, and directly across from the First Mariners Arena (Formerly the Baltimore Arena).

From Interstate 95 (North of Baltimore—Philadelphia/New York)

95 South to Baltimore. Pass the exits to 695 – Baltimore Beltway. As soon as you pass the 695 exits, get in the right two lanes. Stay to the right and follow signs to 95 South/Ft. McHenry Tunnel. (The left two lanes go to 895 and the “old” Harbor Tunnel.) When you exit the Ft. McHenry tunnel stay on the right and take the first exit – 395/Baltimore/Downtown. On the exit ramp you should begin to move to the left and continue to follow the signs that say “Downtown/Inner Harbor”. “Downtown/Inner Harbor” exit becomes Howard Street. Cross Conway, Camden, and Pratt Streets. After Pratt, get in the right lane. Cross Lombard Street, turn right at next light which is Baltimore Street. You can turn right from both lanes, but the left lane of Howard Street puts you into the left lane of Baltimore Street and gives easy access to the parking lot next to the building. MHEC is in the middle of the block, on the left, right next to the parking lot, and directly across from the First Mariners Arena (formerly the Baltimore Arena).

From Annapolis – Route 50

Route 50 West to Route 97 North to Baltimore to exit “695 (Baltimore Beltway) West” to Baltimore. Exit 7B from the Beltway to Baltimore-Washington Parkway “295 North to Baltimore”. Follow directions below for 295 North to Baltimore.

From the Baltimore-Washington Parkway (Route 295)

295 North to Baltimore – all the way into Baltimore City. The name of the road/street changes from BW Parkway to Russell Street to Paca Street. As you come into the city you will pass the site of the new Camden Yards (Oriole Ballpark) on the right, you will cross Pratt Street, Lombard Street, and Redwood Street. At Baltimore Street turn right. Cross Eutaw Street and Howard Street. MHEC is in the middle of the block, on the left, right next to the parking lot, and directly across from the 1st Mariners Arena (Formerly the Baltimore Arena).

ATTACHMENT 7 NOTICE TO PROCEED (SAMPLE)

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS+ TO Project Number (TORFP #): R62B4400007

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. / Ms. _____ of _____ (Maryland Higher Education Commission) will serve as the TO Manager and your contact person on this Task Order. He / She can be reached at telephone _____.

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

Sincerely,

LaJuan Lee

Task Order Procurement Officer

Enclosures (2)

cc: Andrenette Mack Augins
Isaiah E. Ellis

Procurement Liaison Office, Department of Information Technology

Project Oversight Office, Department of Information Technology

ATTACHMENT 8 AGENCY RECEIPT OF DELIVERABLE FORM

I acknowledge receipt of the following:

TORFP Title: MDGO4IT WEBSITE REDESIGN TORFP

TO Project Number (TORFP #): R62B440007

Title of Deliverable: _____

TORFP Reference Section # _____

Deliverable Reference ID # _____

Name of TO Manager: TO Manager

_____	_____
TO Manager Signature	Date Signed

Name of TO Contractor's Project Manager: _____

_____	_____
TO Contractor's Project Manager Signature	Date Signed

ATTACHMENT 9 AGENCY DELIVERABLE PRODUCT ACCEPTANCE FORM

Agency Name: MHEC

TORFP Title: MDGO4IT WEBSITE REDESIGN TORFP

TO Manager: TO Manager and Phone Number

To:

The following deliverable, as required by TO Project Number (TORFP #): #R62B440007 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 10 NON-DISCLOSURE AGREEMENT (OFFEROR)

This Non-Disclosure Agreement (the "Agreement") is made this ___ day of _____ 20___, by and between _____ (hereinafter referred to as "the OFFEROR ") and the State of Maryland (hereinafter referred to as "the State").

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS+ TORFP # R62B440007for MDGO4IT Website Redesign TORFP. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to _____. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information described above, the OFFEROR agrees as follows:

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

OFFEROR: _____ BY: _____
 NAME: _____ TITLE: _____
 ADDRESS: _____

ATTACHMENT 11 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 MHEC (the “Department”), and _____ (“TO Contractor”), a corporation with its principal business office located at _____ and its principal office in Maryland located at _____.

RECITALS

WHEREAS, the TO Contractor has been awarded a Task Order Agreement (the “TO Agreement”) for MDGo4it Website Redesign TORFP No. R62B4400007 dated _____, (the “TORFP”) issued under the Consulting and Technical Services procurement issued by the Department, 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. Confidential Information means any and all information provided by or made available by the State to the TO Contractor in connection with the TO Agreement, regardless of the form, format, or media on or in which the Confidential Information is provided and regardless of whether any such Confidential Information is marked as such. Confidential Information includes, by way of example only, information that the TO Contractor views, takes notes from, copies (if the State agrees in writing to permit copying), possesses or is otherwise provided access to and use of by the State in relation to the TO Agreement.
2. TO Contractor shall not, without the State’s prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information provided by the State except for the sole and exclusive purpose of performing under the TO Agreement. TO Contractor shall limit access to the Confidential Information to the TO Contractor’s Personnel who have a demonstrable need to know such Confidential Information in order to perform under the TO Agreement and who have agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information. The names of the TO Contractor’s Personnel are attached hereto and made a part hereof as Exhibit A. Each individual whose name appears on Exhibit A shall execute a copy of this Agreement and thereby be subject to the terms and conditions of this Agreement to the same extent as the TO Contractor. TO Contractor shall update Exhibit A by adding additional names as needed, from time to time.
3. If the TO Contractor intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the TO Contractor’s performance of the TORFP or who will otherwise have a role in performing any aspect of the TORFP, the TO Contractor shall first obtain the written consent of the State to any such dissemination. The State may grant, deny, or condition any such consent, as it may deem appropriate in its sole and absolute subjective discretion.
4. TO Contractor hereby agrees to hold the Confidential Information in trust and in strictest confidence, to adopt or establish operating procedures and physical security measures, and to take all other measures necessary to protect the Confidential Information from inadvertent release or disclosure to unauthorized third parties and to prevent all or any portion of the Confidential Information from falling into the public domain or into the possession of persons not bound to maintain the confidentiality of the Confidential Information.
5. TO Contractor shall promptly advise the State in writing if it learns of any unauthorized use, misappropriation, or disclosure of the Confidential Information by any of the TO Contractor’s Personnel or the TO Contractor’s former

Personnel. TO Contractor shall, at its own expense, cooperate with the State in seeking injunctive or other equitable relief against any such person(s).

- 6. TO Contractor shall, at its own expense, return to the Department, all copies of the Confidential Information in its care, custody, control or possession upon request of the Department or on termination of the TO Agreement.
- 7. A breach of this Agreement by the TO Contractor or by the TO Contractor’s Personnel shall constitute a breach of the 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:

This Agreement shall be governed by the laws of the State of Maryland;

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;

The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;

Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures; and

The Recitals are not merely prefatory but are an integral part hereof.

TO Contractor/TO Contractor’s Personnel:

Maryland Higher Education Commission:

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 12 TO CONTRACTOR SELF-REPORTING CHECKLIST

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

<p>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)</p>
<p>Was the substitute approved by the agency in writing? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)</p>
<p>Section 4 – MBE Participation</p>
<p>A) What is the MBE goal as a percentage of the TO value? % (If there is no MBE goal, skip to Section 5)</p>
<p>B) Are MBE reports D-5 and D-6 submitted monthly? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)</p>
<p>C) What is the actual MBE percentage to date? (divide the dollar amount paid to date to the MBE by the total amount paid to date on the TO) % (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% ($3,000 \div 10,000 = 0.30$))</p>
<p>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)</p>
<p>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)</p>
<p>Section 5 – TO Change Management</p>
<p>A) Is there a written change management procedure applicable to this TO? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)</p>
<p>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)</p>
<p>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)</p>
<p>D) Is the change management procedure being followed? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)</p>

SUBMIT AS INSTRUCTED IN TORFP.

ATTACHMENT 13 LIVING WAGE AFFIDAVIT OF AGREEMENT

Contract No. _____
Name of Contractor _____
Address _____
City _____ State _____ Zip Code _____

If the Contract is Exempt from the Living Wage Law

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

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

If the Contract is a Living Wage Contract

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

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

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

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

Name of Authorized Representative: _____
Signature of Authorized Representative _____
Date: _____ Title: _____
Witness Name (Typed or Printed): _____
Witness Signature and Date: _____

ATTACHMENT 14 MERCURY AFFIDAVIT

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

**ATTACHMENT 15 STATE OF MARYLAND
VETERAN SMALL BUSINESS ENTERPRISE PARTICIPATION (VSBE)**

THIS ATTACHMENT NOT APPLICABLE TO THIS TORFP

ATTACHMENT 16 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:

- Providing goods or services of at least \$20 million in the energy sector of Iran; or
- 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 17 SAMPLE WORK ORDER

WORK ORDER	Work Order #	Contract #		
This Work Order is issued under the provisions of a TO. The services authorized are within the scope of services set forth in the <i>Purpose</i> of the work order.				
Purpose				
Statement of Work Requirements: <u>Deliverable(s), Acceptance Criteria and Due Date(s):</u> Deliverables are subject to review and approval by AGENCY prior to payment. (Attach additional sheets if necessary)				
Start Date		End Date		
Cost				
Description for Task / Deliverables	Quantity (if applicable)	Labor Hours (Hrs.)	Labor Rate	Estimate Total
1.			\$	\$
2.			\$	\$
*Include WBS, schedule and response to requirements.		AGENCY shall pay an amount not to exceed		\$
TO Contractor		Agency Approval		
(Signature) TO Contractor Authorized Representative (Date)		(Signature) TO Manager (Date)		
POC	(Print Name)	TO Manager	(Print Name)	
Telephone No.		Telephone No.		
Email:		Email:		

ATTACHMENT 18 PERFORMANCE EVALUATION FORM

THIS ATTACHMENT NOT APPLICABLE TO THIS TORFP.

ATTACHMENT 19 CRIMINAL BACKGROUND CHECK AFFIDAVIT

THIS ATTACHMENT NOT APPLICABLE TO THIS TORFP.

ADDENDUM I PRESENTATION FORM FIELD NAME REQUIREMENTS

Item	Required (Y/N)	Field Option	Options
School Name:	Y	Text	
County:	Y	Text	
Address:	Y	Text	
City	Y	Text	
State	Y	MD	
Zip	Y	Text	
Contact Person:	Y	Text	
Phone Number:	Y	Text	
Email:	Y	Text	
We would like to schedule a financial aid presentation for the:	Y	Drop Down	
			1 Spring 2014 (January – July)
			2 Fall 2014 (August- December)
Date and Time:	Y	Text	
Check box for tentative			
We may not be able to accommodate all requested dates or events.			
Type of Event:	Y	Drop Down	
			1 Assembly
			2 College Fair
			3 Panel Discussion
Topics you would like covered:	Y	Check Box	Mult-Select
			1 State Aid
			2 FAFSA
			3 Student Loans
Will you have other presenters during this event?	Y	Drop Down	
			1 No
			2 Yes - If yes, please identify the speaker and topics that will be addressed:
Expected number of participants:	Y	Text	
Senior Class Size:	Y	Text	
Target Audience:	Y	Drop Down	
			1 Juniors
			2 Seniors
			3 Current College Students
			4 Adult Learners
			5 Parents
			6 Guidance Counselors
			7 Other:
			Add Textbox if Selected Other
Upload Document	N	Button	Allows user to upload attachment 650 MB
Comments:	Y	Text	
Submit	N	Button	Allows user to submit the form

Addendum II Brochure Form Field Name Requirements

Item	Required (Y/N)	Field Option	Options
School Name:	Y	Text	
County:	Y	Text	
Address:	Y	Text	
City	Y	Text	
State	Y	MD	
Zip	Y	Text	
Contact Person:	Y	Text	
Phone Number:	Y	Text	
Email:	Y	Text	
Academic Year Request	Y	Drop Down	
			2015-2016
Language	Y	Drop Down	
			English
			Spanish
Brochure Type	Y	Check Box Multi-Select	
English			Money For College - College 411 Quick Guide Howard P. Rawlings Brochure Legislative Scholarship Brochure Foster Care Tuition Waiver Brochure
Total		Sum Formula	
Spanish	Y	Check Box Multi-Select	
			Guia Rápida sobre dónde y Cómo Obtener Dinero para una Educación Postsecundaria El Programa de Howard P. Rawlings de los Premios Excelencia en la Educación De Maryland Legislativas Becas Senatoriales y de Representantes Exención de Matricula para Beneficiarios de Cuidados en Hogares Adoptivos
Total		Sum Formula	
Cumulative Total		Sum Formula	
DVD Type		Check Box Multi-Select	
You Can Afford College DVD			
Total		Sum Formula	
Submit	Y	Button	Allows User to submit the form
Note			
Quantity order is limited to 250 per brochure type. Can not receive more than 2,000 cumulative brochure.			
insert a thumbnail next to each choice			
State of Maryland- Maryland Higher Education Commission (MHEC)			74

Addendum III Text Notification Fields - Request Form

Item	Required (Y/N)	Field Option	Options
Phone Number	Y	Text	
Zip Code	Y	Text	
Interest	Y	Drop Down	
			High School Seniors
			High School Juniors
			Current College Students
			Educators/Counselors/Organizers
Topic	Y	Drop Down	
			Summer Preparation
			First Semester
			College Deadlines
			FAFSA Deadlines
			Need To Know Information
			Alerts
			Financial Aid Event Alerts