



**CONSULTING AND TECHNICAL SERVICES (CATS)
TASK ORDER REQUEST FOR PROPOSALS (TORFP)**

**MARYLAND PUBLIC TELEVISION
WEBSITE REDESIGN SERVICES FOR
MARYLAND PUBLIC TELEVISION (MPT)
CATS TORFP PROJECT R15P9200051**

**MARYLAND PUBLIC TELEVISION
CREATIVE SERVICES DEPARTMENT
ISSUE DATE: 08/5/2008**

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KEY INFORMATION SUMMARY SHEET

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

| | |
|---|---|
| TORFP Title: | WEBSITE REDESIGN SERVICES FOR MARYLAND PUBLIC TELEVISION (MPT) |
| Functional Area: | AREA 2-WEB AND INTERNET SYSTEMS |
| TORFP Issue Date: | 08/5/2008 |
| Closing Date and Time: | 09/2/2008 at 04:00 PM |
| TORFP Issuing Agency: | Maryland Public Television (MPT) – Creative Services Department |
| Send Questions and Proposals to: | Ted King, Procurement Officer Office Phone: (410) 581-4037 ; Fax: (410) 581-4151 E-mail address: tking@mail.mpt.org |
| TO Procurement Officer: | Ted King Office Phone Number: 410-581-4037 Office FAX Number: 410-581-4151 |
| TO Manager: | Bob Wilson MPT, CREATIVE SERVICES 11767 Owings Mills Blvd., Owings Mills, MD 21117 Office Phone Number: 410-581-4041 E-mail: bwilson@mail.mpt.org |
| TO Project Number: | R15P9200051 |
| TO Type: | Fixed price |
| Period of Performance: | 180 days |
| MBE Goal: | 0 percent |
| Small Business Reserve (SBR): | No |
| Primary Place of Performance: | MPT, 11767 Owings Mills Blvd., Owings Mills, MD 21117 |
| TO Pre-proposal Conference: | MPT, 11767 Owings Mills Blvd., Owings Mills, MD 21117 08/14/2008 at 10:00 AM; See Attachment 6 for directions. |

SECTION 1 - ADMINISTRATIVE INFORMATION

1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT

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

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

1.2 TO AGREEMENT

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

1.3 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the stated date and exact time. The time will be local time as determined by TO Requesting Agency's e-mail system time stamp. The TO Proposal is to be submitted via e-mail as two attachments in MS Word format. The "subject" line in the e-mail submission shall state the TORFP # R15P9200051. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS TORFP # R15P9200051 Technical". The second file will be the financial response to this CATS TORFP and titled, "CATS TORFP #R15P9200051 Financial". The following proposal documents must be submitted with required signatures as .PDF files with signatures clearly visible:

- Attachment 1 – Price Proposal
- Attachment 4 - Conflict of Interest and Disclosure Affidavit

1.4 ORAL PRESENTATIONS/INTERVIEWS

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

1.5 MINORITY BUSINESS ENTERPRISE (MBE)

A Minority Business Enterprise goal of 0 % goal has been established for this TORFP.

1.6 CONFLICT OF INTEREST

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

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

1.7 NON-DISCLOSURE AGREEMENT

Certain system documentation may be available for potential Offerors to review at a reading room at 11767 Owings Mills Blvd., Owings Mills, MD 21117. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement (Offeror) in the form of Attachment 10. Please contact the TO Procurement Officer of this TORFP to schedule an appointment.

In addition, certain documentation may be required by the TO Contractor awarded the TO Agreement in order to fulfill the requirements of the TO Agreement. The TO Contractor, employees and agents who review such documents will be required to sign, including but not limited to, a Non-Disclosure Agreement (TO Contractor) in the form of Attachment 11.

1.8 LIMITATION OF LIABILITY CEILING

Pursuant to Section 28(C) of the CATS Master Contract, the limitation of liability per claim under this TORFP shall not exceed the total (adjust as needed) TO Agreement amount established.

1.9 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES

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

Attachment 12 is a sample of the TO Contractor Self-Reporting Checklist template. DoIT will send checklists out to applicable TO Contractors approximately three months after the Notice To Proceed date for a TO Agreement, and approximately every six months thereafter. The TO Contractor awarded the TO Agreement shall complete and return the TO Contractor Self-Reporting Checklist within two weeks of receipt as instructed on the checklist.

SECTION 2 - SCOPE OF WORK

2.1 PURPOSE AND BACKGROUND

2.1.1 PURPOSE

Maryland Public Television (MPT), Creative Services Department, is issuing the CATS TORFP to obtain a qualified TO Contractor to develop a new interactive web site for MPT that will replace the existing MPT website located at www.mpt.org and www.mpt.tv. The Contractor will provide all services necessary to create the website including listing of MPT programming and web streaming of programming access to MPT and PBS e-commerce websites respectively. The anticipated goal to launch the new website is February 1, 2009.

Please note that MPT has a budget of \$ 100,000.00 for this web redesign project. MPT is requesting from offerors the most complete redesign plan of its website for the budgeted amount or less.

2.1.2 REQUESTING AGENCY BACKGROUND

The mission of Maryland Public Television is through its public media services to broaden horizons, lift spirits and engage communities and to build communications to build better lives and a better world.

2.1.3 FUNCTIONAL REQUIREMENTS

Maryland Public Television seeks a redesign of its web site to achieve the following:

- cohesive presentation of MPT's online content;
- consistent visual design;
- ease of navigation and overall usability,
- a more flexible platform for content presentation;
- adhere to PBS best practices at http://www.mpt.org/temp/best_practices_may2004.pdf
- adhere to the State's non-visual accessibility guidelines at <http://www.doit.maryland.gov>.
- implement a content management system for administration of the site and to update content areas;
- build a complex schedule system
- incorporate 3rd party components (listed further below)

The following is a sample list of PBS sites:

<http://www.kcet.org/>

<http://www.kqed.org/>

<http://www.kvie.org/>

<http://www.wnet.org/>

<http://www.klru.org/>

<http://www.kcts.org/>

The website requires the following technical capabilities:

Schedule System

Ability to publish information from ProTrack/Myers Data Service

Content Management System (CMS):s

- o adding/editing content
 - o home page
 - o press room
 - o local programs
 - internal content posting and storage by producers
 - o station relations

Really Simple Syndication (RSS) Feeds

- integrated throughout the site

MPT currently uses the following solutions that will be integrated into the site or link from the site to the third-party solution:

Modules **(Module)**

- o PBS generated
 - o COVE – national/local online video player
 - o other (News feeds, PBS Kids, etc.)

Support **(Team Approach/Convio)** *(exists already)*

- o pledge/donations
- o newsletters

Ads/Sponsors **(Ads)**

- o OpenAds
- o Online sponsorships

Statistics **(Stats)**

- o Google Analytics
- o Visual Sciences

Social Media

- o multimedia/podcasts
- o blogs
- o Facebook, MySpace

MPT would also like to consider capabilities with the existing solution or third-party tools to address the following functionality:

- o E-commerce for MPT products;
Community Calendar

Navigation:

A consistent navigation system presented throughout each content area of the site provides users with control of the site visit experience, allowing them to see where they are in context within the site and giving clear choices as they go through the site.

Primary/global navigation bar to main content areas

Secondary navigation bar at the side of the page and internal pages appears at the side of the page

content links specifically relevant to the page's content area

supporting tasks

- search
- newsletters (**Team Approach/Convio**)
- shop (**need solution**)
- multimedia (internally and externally created)

Footer nav bar with links to about us, contact us, privacy policy, etc.

Breadcrumbs that provide visual markers as to where the user is currently located within the site.

Content Area Descriptions:

The graphic design of all pages should have a consistent approach, in line with station identity and PBS best practices. Clean and clear design and navigation; All pages need the capacity to include ads/sponsors. (**Ads**)

HOME PAGE

TEMPLATE: Home page - unique

DESCRIPTION: The home page will present content and navigation that allows the user to view and access information about MPT and its programs. A global navigation system will provide links to the main content areas of the site. There will be flexible content blocks that will promote upcoming programs and promotions. Space will be flexible in size so that a greater variety of eye-catching photographs and graphics can be used. The PBS COVE video module (described below) will be a centerpiece of the home page.

CONTENT BLOCKS:

Key Promotional Message/Graphic (**CMS**),

- Support/Pledge Now (**Team Approach/Convio**),

What's on: Current schedule block (**Module**),

Standard content blocks **(CMS)** [Program highlights and specials, Public Square, Afternoon Tea],

Flexible promotional messages **(CMS)**, [Institutional Advancement, Outreach, Education, Events, Ads/Sponsors **(Ads)**]

COMPONENTS: CMS, Team Approach/Convio, PBS Module/COVE, Ads

SUB SECTIONS/PAGES

Schedule

fed by ProTrack/Myers Data Service (television scheduling software) **(Modules)**

by 3 Channels (MPT-HD main/default, MPT2, V-me)

by Programs

calendar formats

series pages and descriptions

search

Programming Extras (richer content)

Afternoon Tea

PBS Kids

Public Square

Chesapeake Bay Week

Specials (ex. African American History Week, Sixties Week)

MPT Productions

ArtWorks

Direct Connection

Outdoors Maryland

State Circle

Your Money & Business

MotorWeek

National Productions

Station Relations **(CMS)**

Education

- Thinkport
- Got Game?
- Grow Right, Grow Bright
- Ready to Learn
- Ready to Grow

Support

- Pledge **(Team Approach/Convio)**
- Auction **(Team Approach/Convio)**
- Volunteer
- Motor Donor
- Corporate Support
- Leave a Legacy
- Sponsorship
- Society for Excellence
- Events **(Team Approach/Convio)**

Community Outreach

- Current Programs
- Past Programs
- Annie E. Casey

About MPT

- Mission
- Who's Who
- Support
- Career Opportunities | Volunteer (cross with Support)
- Broadcast Coverage
- Press/Media **(CMS)**
- General information
 - contact info, driving instructions, FAQs, tour requests
- Partnering with MPT/ Co-productions (how productions are made)
- Special Projects Unit
- The Digital Transition
- Public Information

Multimedia

Online Video/COVE (**Modules**)

Podcasts

newsletters/forums (**Team Approach/Convio**)

Shop

"SPECIAL NEEDS" PAGES

SCHEDULE

The Schedule page will present the television program listings for the three (3) channels that are broadcast by MPT: MPT-HD main/default, MPT2, and V-me. The information for these listings is fed by the Protrack television information management system from the Myers Data Service. A robust mechanism that pulls information from that system into the program schedule will need to be developed, with updates occurring daily. The schedule information will be presented/available in a main calendar format, in a programs list and by search. Each of these methods will let the user then link to complete series and episode information. (*see Technical Notes, p. 17)

SUPPORT FUNCTION

The site will make prominent the ability for users to support and pledge donations to the station. The support/pledge function is currently handled by the 3rd party fund-raising system produced by Team Approach/Convio, a common approach for PBS stations. This relationship will continue, and ever-present avenues to this system will reside throughout the site.

<http://pbsmail.org/mpt/pledgenow>

VIDEO/COVE

The site will offer – prominently – online video of national PBS and local MPT programming, presented through the budding COVE system being developed by PBS. COVE is a broadband video and publishing system that will be available for PBS stations to present and publish video content, through a customizable player.

SHOP

MPT currently operates an online shop but is seeking to upgrade/replace the current system, preferably with a 3rd party out-of-the-box solution.

SOCIAL MEDIA/MULTIMEDIA

MPT is establishing its presence on various social media sites (Blogs, Facebook, MySpace, Forums) and also seeks to expand its offerings in multimedia content (Podcasts, iTunes). These opportunities should be promoted on the web site.

E-NEWSLETTERS

MPT currently uses the Team Approach/Convio system to serve several newsletter groups. MPT also maintains two separate newsletter groups on an in-house system (MotorWeek, Afternoon Tea), with the goal of relocating these two to the Team Approach/Convio system.

COMMUNITY CALENDAR

MPT currently offers a community calendar as a free resource to the general public with the ability for any user to post events. (consider staying with what we have, or create a new solution, either custom-made or 3rd party)

PRESSROOM (CMS)

MPT provides news releases and other materials to the press. These pages should be maintained by the Communications department through a CMS. (consider custom-made or 3rd party news service)

STATION RELATIONS (CMS)

MPT creates national programming that is made available for PBS member stations to air on their own channels across the country. A station relations content area provides the information needed for these stations to attain and promote such programming. (consider custom-made or 3rd party service)

Technical Requirements

MPT's Information Systems department will provide internal hosting for the website using a **LAMP** environment – Linux, Apache, MySQL, PHP suite of applications and the required servers and associated software.

- The redesigned site should be developed on the same platform (hardware and OS) from the development stages through completion. These servers will be setup and configured by MPT's Information Systems department to conform to existing standards and security requirements before the vendor gains access and begins site development.

Technical Support

- 90-day warranty period
- maintenance (paid on a time and materials basis for support and revisions)

Technical Notes

- ProTrack/Myers Data Service (used in Schedule)
 - The current set-up involves a custom data export setup by "Myers Data Service" is sent to www.mpt.org daily (cron event) via scp where a custom (cron driven) script imports filtered data to a MySQL database.
 - There exists a stock "Myers" web module for ProTrack, but to-date MPT has not used that option.
 - The ProTrack server and MPT.org webservers can not be directly connected since ProTrack is an in-house critical server and MPT.org's webserver is on the other side of the firewall.
 - Currently MPT.org server (via a cron event) feeds a filtered data set to the Thinkport.org server and will need to be considered so that the Thinkport Schedule website is not broken by this redesign.
 - The current schedule runs on ColdFusion server but our present thinking is to move this process to an open-source solution, perhaps PHP.
- MySQL
 - Various functions (OpenAds, Search, CMS, Schedule, Events Calendar) that will need to be included in the site will or may use MySQL. Close attention must be paid to how these functions are accommodated on the server and that these processes are organized to not overload the server.

VISIO MAPS OF CONTENT PAGE DESIGNS/WIREFRAMES

Home page

MPT.org re-design | Home page template

Green = graphics

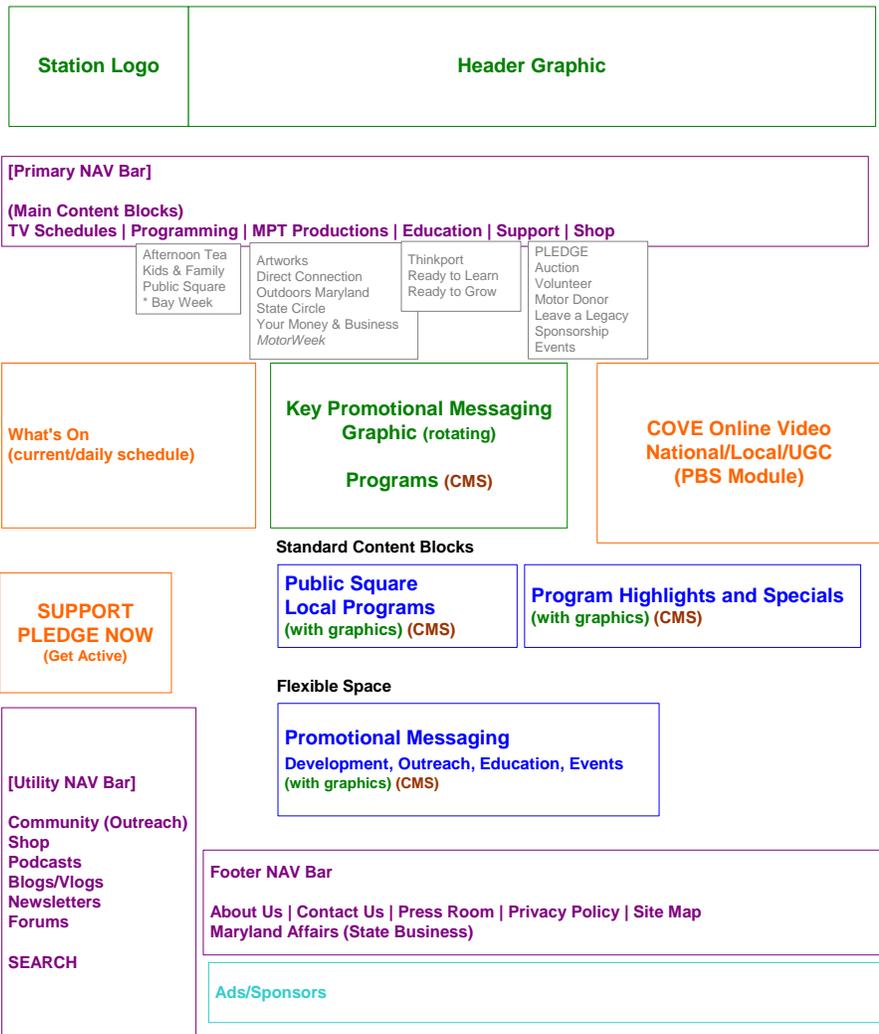
Orange = modules

Purple = navigation

Blue = content

Brown = content management system

Gray = drop down menus (listings shown are not complete, * = seasonal)



General Sub Page

MPT.org re-design | General Sub page template

Green = graphics

Orange = modules

Purple = navigation

Blue = content

Brown = content management system

Gray = drop down menus (listings shown are not complete, * = seasonal)

| | |
|---------------------|-----------------------|
| Station Logo | Header Graphic |
|---------------------|-----------------------|

[Primary NAV Bar]

(Main Content Blocks)

TV Schedules | Programming | MPT Productions | Education | Support | Shop

[Utility NAV Bar]

About MPT
Mission
Directions
Employment
Press Room
Contact Info
FAQs
Underwriting &
Co-Productions
Volunteers
Partnerships
Special Projects Unit
In the News

Community (Outreach)
Shop
Podcasts
Blogs/Vlogs
Newsletters
Forums

SEARCH

General Information about MPT

"Lorem ipsum dolor sit amet, consectetur adi **GRAPHIC** piscing elit. Fusce sed tellus et elit bibendum condimentum. Quisque leo. Proin placerat, risus eget dictum aliquam, ipsum sapien vestibulum velit, et vulputate ante eros non dolor.

GRAPHIC in suscipit mi at velit. Curabitur consequat ipsum et nisl. Quisque nunc ipsum, mollis non, pharetra eget, mattis non, lectus.

(links in left nav bar to individual information pages following this basic format.)

Current/New Initiatives

(graphic/icon)
(linked to own page)
ex.: Podcasts

Ads/Sponsors

Footer NAV Bar

About Us | Contact Us | Press Room | Privacy Policy | Site Map
Maryland Affairs (State Business)

Schedule Sub Page

MPT.org re-design | **Programming** Sub page template

Green = graphics

Orange = modules

Purple = navigation

Blue = content

Brown = content management system

Gray = drop down menus (listings shown are not complete, * = seasonal)

| | |
|--------------|----------------|
| Station Logo | Header Graphic |
|--------------|----------------|

[Primary NAV Bar]

(Main Content Blocks)

TV Schedules | **Programming** | MPT Productions | Education | Support | Shop

Afternoon Tea
Kids & Family
Public Square
* Bay Week

Artworks
Direct Connection
Outdoors Maryland
State Circle
Your Money & Business
MotorWeek

[Utility NAV Bar]

>>Programs (A-Z)

>>Channels
(MPT, Digital, etc.)

>>Search

Ratings (icons)

Attributes (icons)

Types (icons)

MPT Productions
(Public Square, etc)
Program Blocks
(Afternoon Tea, etc)

Community (Outreach)
Shop
Podcasts
Blogs/Vlogs
Newsletters
Forums

General Site SEARCH

TODAY'S GRID

Early Morning | Morning | Afternoon | Prime Time | Late Night

1:30 PM Last of the Summer Wine

The Last Surviving Maurice Chevalier Impression
Compo becomes a TV star.

2:00 PM Keeping Up Appearances:

Vicar's Tea
Hyacinth asks vicar to tea.

2:30 PM As Time Goes By :

The Bathroom
Lionel walks in on Sandy in the bath.

(links to detailed descriptions on **SERIES PAGES**)

CALENDAR

Current Month | > next

| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
|-----|-----|-----|-----|-----|-----|-----|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | 31 | | | | |

ICONS
Ratings
Attributes
Types

Ads/Sponsors

Footer NAV Bar

About Us | Contact Us | Press Room | Privacy Policy | Site Map
Maryland Affairs (State Business)

Institutional Advancement Sub Page

MPT.org re-design | **Institutional Advancement** Sub page template

Green = graphics

Orange = modules

Purple = navigation

Blue = content

Brown = content management system

Gray = drop down menus (listings shown are not complete, * = seasonal)

| | |
|--------------|----------------|
| Station Logo | Header Graphic |
|--------------|----------------|

[Primary NAV Bar]

(Main Content Blocks)
TV Schedules | Programming | MPT Productions | Education | Support | Shop

- PLEDGE
- Auction
- Volunteer
- Motor Donor
- Leave a Legacy
- Sponsorship
- Events

[Utility NAV Bar]

PLEDGE
Sponsorship
Events
Travel
Volunteer
Auction
Leave a Legacy
Motor Donor

Community (Outreach)
Shop
Podcasts
Blogs/Vlogs
Newsletters
Forums

SEARCH

General Introductory Information

"As a member, your contribution makes **GRAPHIC** possible MPT's mission to produce and distribute superior quality educational, informational, and cultural television programs that enrich the lives of the people of Maryland, the nation, and your region."

SUPPORT
PLEDGE NOW
(Get Active)

Specific Program
(graphic/icon)
(linked to own page)
ex: Auction

Flagship Promotions/Shows/Specials
(ex. Barbra Streisand, Andre Rieu)
(CMS?)

Specific Program
(graphic/icon)
(linked to own page)
ex: Living Legacy

Specific Program
(graphic/icon)
(linked to own page)
ex: Motor Donor

Footer NAV Bar

About Us | Contact Us | Press Room | Privacy Policy | Site Map
Maryland Affairs (State Business)

Education Sub Page

MPT.org re-design | **Education** Sub page template

Green = graphics

Orange = modules

Purple = navigation

Blue = content

Brown = content management system

Gray = drop down menus (listings shown are not complete, * = seasonal)

| | |
|--------------|----------------|
| Station Logo | Header Graphic |
|--------------|----------------|

[Primary NAV Bar]

(Main Content Blocks)

TV Schedules | Programming | MPT Productions | Education | Support | Shop

Thinkport
Ready to Learn
Ready to Grow

[Utility NAV Bar]

PLEDGE

Thinkport

Ready to Learn

Ready to Grow

Community (Outreach)

Shop

Podcasts

Blogs/Vlogs

Newsletters

Forums

SEARCH

General Introductory Information

"Lorem ipsum dolor sit amet, consectetur **GRAPHIC** adipiscing elit. Fusce sed tellus et elit bibendum condimentum. Quisque leo. Proin placerat, risus eget dictum aliquam, ipsum sapien vestibulum velit, et vulputate ante eros non dolor.

GRAPHIC In suscipit mi at velit. Curabitur consequat ipsum et nisl. Quisque nunc ipsum, mollis non, pharetra eget, mattis non, lectus.

Specific Program

(graphic/icon)
(linked to own page)

ex.: Thinkport

Specific Program

(graphic/icon)
(linked to own page)

ex.: College of the Air

Specific Program

(graphic/icon)
(linked to own page)

example: Ready to Grow

Specific Program

(graphic/icon)
(linked to own page)

example: Ready to Learn

Footer NAV Bar

About Us | Contact Us | Press Room | Privacy Policy | Site Map
Maryland Affairs (State Business)

2.1.4 DELIVERABLES

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

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

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

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

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

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

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

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

2.1.5 DELIVERABLE/ DELIVERY SCHEDULE

Describe using the following format for each deliverable:

ID references the Section of the TORFP and the task number.

Deliverables for 2.2.2 references the Section of the TORFP, the description of the deliverable and Expected Completion by identifying the number of calendars days estimated for the TO Contractor to complete the deliverable after receiving the Notice to Proceed (NTP).

| ID | Deliverables for 2.1.5 | Expected Completion: |
|---------|--|-------------------------|
| 2.1.5.1 | Kickoff Meeting | NTP + 14 Calendar Days |
| 2.1.5.2 | Working Prototype | NTP + 90 Calendar Days |
| 2.1.5.3 | Website Completion Recommend other deliverables such as: Project management plan/schedule Design comps Site implementation and Test Plan Accessibility Report System Documentation Training for CMS, etc. | NTP + 135 Calendar Days |

2.1.6 REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES

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

- The State Information Technology Security Policy and Standards
- The State Information Technology Project Oversight
- The TO Contractor shall follow the project management methodologies that are consistent with the Project Management Institute’s Project Management Body of Knowledge Guide. TO Contractor’s staff and sub Contractors are to follow a consistent methodology for all TO activities.

2.2 TO CONTRACTOR MINIMUM QUALIFICATIONS

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

- Five or more years of experience in the field of web design and page layout.
- Five or more years of experience working with content management systems.
- Demonstrated experience developing web sites compliant with accessibility requirements..
- The TO Contractor must provide a list of clients that they currently serve in the Baltimore Metropolitan area.

- Willingness to meet with MPT staff at MPT without additional impact on the project budget.

2.3 INVOICING

Payment will only be made upon completion and acceptance of the deliverables as defined in 2.2.3.

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

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

2.3.1 INVOICE SUBMISSION PROCEDURE

This procedure consists of the following requirements and steps:

- A) The invoice shall identify the TO Requesting Agency as the TO Requesting Agency, deliverable description, associated TO Agreement number, date of invoice, period of performance covered by the invoice, and a TO Contractor point of contact with telephone number.
- B) The TO Contractor shall send the original of each invoice and supporting documentation (itemized billing reference for employees and any subcontractor and signed Acceptance of Deliverable form – Attachment 9, for each deliverable being invoiced) submitted for payment to the TO Requesting Agency at the following address: List individual to receive invoice and the mailing address.
- C) Invoices for final payment shall be clearly marked as “FINAL” and submitted when all work requirements have been completed and no further charges are to be incurred under the TO Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.

2.3.2 RETAINAGE

Ten percent (10%) of each applicable invoice up to ten percent (10%) of the total Contract price shall be held by MPT as retainage. Disbursement of the total retaining will be dependent upon and occur 30 days following MPT final acceptance and signoff of all deliverables.

2.4 REPORTING

The TO Contractor and the MPT shall conduct frequent project status meetings. A progress report shall be submitted in advance to the TO Manager and shall contain, at a minimum, the following information:

- TO Requesting Agency name, TO Agreement number, functional area name and number, reporting period and “Progress Report” to be included in the e-mail subject line.
- Work accomplished during the frequency period.
- Deliverable progress, as a percentage of completion.
- Problem areas, including scope creep or deviation from the work plan.
- Planned activities for the next reporting period.
- Gantt chart updated from the original to show actual progress; as applicable, explanations for variances and plan for completion on schedule.

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

2.5 CHANGE ORDERS

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

SECTION 3 - TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1 REQUIRED RESPONSE

Each Master Contractor receiving this CATS TORFP must respond within the submission time designated in the Key Information Summary Sheet. Each Master Contractor is required to submit one or two possible responses: 1) a proposal and/or 2) a completed Master Contractor Feedback form submitted electronically via the CATS web site explaining why the Master Contractor will not be submitting a proposal.

3.2 FORMAT

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

3.2.1 THE TECHNICAL PORTION OF THE TO PROPOSAL SHALL INCLUDE

A) Proposed Services – Work Plan

- 1) Requirements: A detailed discussion of the Master Contractor's understanding of the work and the Master Contractor's capabilities, approach and solution to address the requirements outlined in Section 2.
- 2) Assumptions: A description of any assumptions formed by the Master Contractor in developing the Technical Proposal.
- 3) Risk Assessment: An assessment of any risks inherent in the work requirements and actions to mitigate these risks.
- 4) Proposed Solution: A description of the Master Contractor's proposed solution to accomplish the specified work requirements.
- 5) Proposed Tools: A description of all proposed tools that will be used to facilitate the work.
- 6) Tasks and Deliverables: A description of and the schedule for each task and deliverable, illustrated by a Gantt chart. Start and completion dates for each task, milestone, and deliverable shall be indicated. The Gantt chart will form the baseline for task order monitoring, and will be updated bi-weekly as part of progress reporting (see Section 2.5).
- 7) Work Breakdown Structure: A detailed work breakdown structure and staffing schedule, with labor hours by skill category that will be applied to meet each milestone and deliverable, and to accomplish all specified work requirements.
- 8) Acceptance Criteria: A statement acknowledging the Master Contractor's understanding of the acceptance criteria.

B) Proposed Personnel

- 1) Identify and provide resumes for all proposed personnel by labor category. The resume should highlight the proposed personnel's applicable responsibilities and accomplishments as they relate to the requirements of this TORFP.
- 2) Certification that all proposed personnel meet the minimum required qualifications and possess the required certifications in accordance to Section 2.3.
- 3) Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under this TO Agreement.
- 4) Complete and provide, at the interview, Attachment 5 – Labor Classification Personnel Resume Summary.

C) Sample Website Mockup

- 1) The offeror shall provide a sample mockup (via a computer disk or http) which will display the direction of the newly redesigned website. The functionality of the website would be explained in detail in the Offeror's workplan.

D) Subcontractors

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

E) Master Contractor and Subcontractor Experience and Capabilities

- 1) Provide three examples of projects that you have completed that were similar in scope to the one defined in this TORFP Scope of Work. Each of the three examples must include a reference, to be provided at the interview, complete with the following:
 - a) Name of organization.
 - b) Name, title, and telephone number of point-of-contact for the reference.
 - c) Type, and duration of contract(s) supporting the reference.
 - d) The services provided, scope of the contract and performance objectives satisfied as they relate to the scope of this TORFP.
 - e) Whether the Master Contractor is still providing these services and, if not, an explanation of why it is no longer providing the services to the client organization.
- 2) State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any government entity of the State of Maryland. For each identified contract, the Master Contractor shall provide:
 - a) The State contracting entity.
 - b) A brief description of the services/goods provided.
 - c) The dollar value of the contract.
 - d) The term of the contract.
 - e) Whether the contract was terminated prior to the specified original contract termination date.
 - f) Whether any available renewal option was not exercised.
 - g) The State employee contact person (name, title, telephone number and e-mail address).

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

F) Proposed Facility

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

G) State Assistance

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

H) Confidentiality

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

3.2.2 THE FINANCIAL RESPONSE OF THE TO PROPOSAL SHALL INCLUDE

- A) A description of any assumptions on which the Master Contractor's Financial Proposal is based;
- B) Attachment 1 - Completed Financial Proposal, including:

The price for Website Design and the cost for Technical Support for one year should be quoted.

SECTION 4 - PROCEDURE FOR AWARDING A TASK ORDER AGREEMENT

4.1 EVALUATION CRITERIA

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

4.2 TECHNICAL CRITERIA

The following are technical criteria for evaluating a TO Proposal in descending order of importance.

- Work Plan, which describes the TO Contractor's ability to address the scope of services required under this TORFP.
- Sample mockup of the TO Contractor's , which shall display the functionality detailed in the TO Contractor's workplan.
- The experience and qualifications of the TO Contractor, with similar contracts
- The experience and qualifications of the proposed personnel to be assigned to this project with an emphasis on similar projects.

4.3 SELECTION PROCEDURES

- A) TO Proposals deemed technically qualified will have their financial proposal considered. All others will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.
- B) Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.
- C) The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment. In making this selection, technical merit has greater weight than price.

4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT

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

ATTACHMENT 1 – FINANCIAL PROPOSAL

FINANCIAL PROPOSAL FOR CATS TORFP # R15P9200051

LABOR CATEGORIES

| Labor Categories | A | B | C |
|------------------------------|-------------------|-------------------|---------------------------------|
| | Hourly Labor Rate | Total Class Hours | Total Proposed CATS TORFP Price |
| Web Designer | \$ | | \$ |
| Project Manager | \$ | | \$ |
| Programmer | \$ | | \$ |
| Systems Analyst | \$ | | \$ |
| Web Developer | \$ | | \$ |
| Total Evaluated Price | | | \$ |

OPTIONAL SERVICES

Yearly cost for 24 hours a day/seven days a week
 Technical Support

\$ _____

 Authorized Individual Name

 Company Name

 Title

 Company Tax ID #

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

SUBMIT AS A .PDF FILE WITH THE FINANCIAL RESPONSE

ATTACHMENT 2 – TASK ORDER AGREEMENT

CATS TORFP# R15P9200051 OF MASTER CONTRACT #050R5800338

This Task Order Agreement (“TO Agreement”) is made this day of Month, 200X by and between Task Order Contractor (TO Contractor) and the STATE OF MARYLAND, Maryland Public Television, Creative Services Department.

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 Maryland Public Television, Creative Services, as identified in the CATS TORFP # R15P9200051.
 - b. “CATS TORFP” means the Task Order Request for Proposals # R15P9200051, dated August 5, 2008, including any addenda.
 - c. “Master Contract” means the CATS Master Contract between the Maryland Department of Information Technology and TO Contractor dated December 19, 2005.
 - d. “TO Procurement Officer” means Ted King. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
 - e. “TO Agreement” means this signed TO Agreement between MPT and the TO Contractor.
 - f. “TO Contractor” means the CATS Master Contractor awarded this TO Agreement, whose principal business address is _____ and whose principal office in Maryland is _____.
 - g. “TO Manager” means Bob Wilson. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
 - h. “TO Proposal - Technical” means the TO Contractor’s technical response to the CATS TORFP dated date of TO Proposal – Technical.
 - i. “TO Proposal – Financial” means the TO Contractor’s financial response to the CATS TORFP dated date of TO Proposal - Financial.
 - j. “TO Proposal” collectively refers to the TO Proposal – Technical and TO Proposal – Financial.
2. Scope of Work
 - 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supersede the Master Contract.
 - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
 - a. The TO Agreement,
 - b. Exhibit A – CATS TORFP
 - c. Exhibit B – TO Proposal-Technical
 - d. Exhibit C – TO Proposal-Financial

2.3 The TO Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the TO Agreement. No other order, statement or conduct of the TO Procurement Officer or any other person shall be treated as a change or entitle the TO Contractor to an equitable adjustment under this Section. Except as otherwise provided in this TO Agreement, if any change under this Section causes an increase or decrease in the TO Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the TO Agreement price shall be made and the TO Agreement modified in writing accordingly. The TO Contractor must assert in writing its right to an adjustment under this Section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the TO Contractor shall be allowed if asserted after final payment under this TO Agreement. Failure to agree to an adjustment under this Section shall be a dispute under the Disputes clause of the Master Contract. Nothing in this Section shall excuse the TO Contractor from proceeding with the TO Agreement as changed.

3. Time for Performance

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of insert time for performance, commencing on the date of Notice to Proceed and terminating on Month Day, Year.

4. Consideration and Payment

- 4.1 The consideration to be paid the TO Contractor shall be done so in accordance with the CATS TORFP and shall not exceed \$ 100,000 total amount of task order. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.
- 4.2 Payments to the TO Contractor shall be made as outlined Section 2 of the CATS TORFP, but no later than thirty (30) days after the Agency's receipt of an invoice for services provided by the TO Contractor, acceptance by the Agency of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.
- 4.3 Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is Federal ID number. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices must be submitted to the Agency TO Manager unless otherwise specified herein.
- 4.4 In addition to any other available remedies, if, in the opinion of the TO Procurement Officer, the TO Contractor fails to perform in a satisfactory and timely manner, the TO Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the TO Contractor to be reduced or withheld until such time as the TO Contractor meets performance standards as established by the TO Procurement Officer.

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

TO Contractor Name

By: Type or Print TO Contractor POC

Date

Witness: _____

STATE OF MARYLAND, Maryland Public Television, Creative Services Department

By: Ted King, TO Procurement Officer

Date

Witness: _____

ATTACHMENT 3 – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

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

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

Date: _____ By: _____

(Authorized Representative and Affiant)

SUBMIT AS A PDF FILE WITH TO RESPONSE

ATTACHMENT 4 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY

INSTRUCTIONS:

1. Master Contractors must comply with all personnel requirements under the Master Contract RFP 050R5800338.
2. Only labor categories proposed in the Master Contractors Financial Proposal may be proposed under the CATS TORFP process.
3. For each person proposed in any of the labor categories, complete one Labor Category Personnel Resume Summary to document how the proposed person meets each of the minimum requirements. This summary is required at the time of the interview.

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

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

ATTACHMENT 5 – DIRECTIONS

TO THE PRE-TO PROPOSAL CONFERENCE

Directions to MPT Headquarters

11767 Owings Mills Blvd.

Owings Mills, MD 21117

410-356-5600

FROM ANNAPOLIS

- Take I-97 North toward Baltimore.
- Merge onto I-695 West (Baltimore Beltway Inner Loop) via Exit 17A toward Baltimore/Towson.
- Merge onto I-795 North via Exit 19 toward Owings Mills/Reisterstown.
- Take the Owings Mills Blvd. North exit- Exit 4- toward MD-140/Reisterstown Rd.
- Turn slight right onto Owings Mills Blvd. The entrance to MPT is on the right.

FROM DOWNTOWN BALTIMORE

- Proceed north on I-83 (Jones Falls Expressway) to I-695 west toward Pikesville.
- Take Exit 19 (I-795) to first exit, Exit 4 (Owings Mills Blvd.).
- Bear right off ramp onto Owings Mills Blvd. North (toward Rt. 140, Reisterstown Road).
- Pass six traffic lights. The sixth traffic light is at Gwynnbrook Ave.
- Continue approximately .2 mile. The entrance to MPT is on the right.

FROM DC METRO REGION

- Proceed north on I-95 to Exit 49-B (left exit, I-695 toward Towson).
- Take Exit 19 (I-795) to first exit, Exit 4 (Owings Mills Blvd.).
- Bear right off ramp onto Owings Mills Blvd. North (toward Rt. 140, Reisterstown Road).
- Pass six traffic lights. The sixth traffic light is at Gwynnbrook Ave.
- Continue approximately .2 mile. The entrance to MPT is on the right.

ATTACHMENT 6 – NOTICE TO PROCEED

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS Task Order Agreement #R15P9200051

Dear TO Contractor Contact:

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

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

Sincerely,

Ted King

Task Order Procurement Officer

Enclosures (2)

cc: Bob Wilson, TO Manager

Gisela Blades , Maryland Department of Information Technology, DoIT

ATTACHMENT 7 – AGENCY RECEIPT OF DELIVERABLE FORM

I acknowledge receipt of the following:

TORFP Title: WEBSITE REDESIGN SERVICES FOR MARYLAND PUBLIC TELEVISION (MPT)

TO Agreement Number: #R15P9200051

Title of Deliverable: _____

TORFP Reference Section # _____

Deliverable Reference ID # _____

Name of TO Manager: TO Manager

TO Manager Signature

Date Signed

Name of TO Contractor's Project Manager: _____

TO Contractor's Project Manager Signature

Date Signed

SUBMIT AS REQUIRED IN SECTION 2.1.4 OF THE TORFP.

ATTACHMENT 8 – AGENCY ACCEPTANCE OF DELIVERABLE FORM

Agency Name: Maryland Public Television, Creative Services Department

TORFP Title: WEBSITE REDESIGN SERVICES FOR MARYLAND PUBLIC TELEVISION (MPT)

TO Manager:

To:

The following deliverable, as required by TO Agreement #R15P9200051, has been received and reviewed in accordance with the TORFP.

Title of deliverable: _____

TORFP Contract Reference Number: Section # _____

Deliverable Reference ID # _____

This deliverable:

Is accepted as delivered.

Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

TO Manager Signature

Date Signed

ISSUED BY THE TO MANAGER AS REQUIRED IN SECTION 2.1.4 OF THE TORFP.

ATTACHMENT 9 – NON-DISCLOSURE AGREEMENT (OFFEROR)

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

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS TORFP #ADPICS PO for TORFP Project Name. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to _____. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information described in Section 1.7 of the TORFP, OFFEROR agrees as follows:

1. OFFEROR will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received under Section 1.7, except in connection with the preparation of its TO Proposal.
2. Each employee or agent of the OFFEROR who receives or has access to the Confidential Information shall execute a copy of this Agreement and the OFFEROR shall provide originals of such executed Agreements to the State. Each employee or agent of the OFFEROR who signs this Agreement shall be subject to the same terms, conditions, requirements and liabilities set forth herein that are applicable to the OFFEROR.
3. OFFEROR shall return the Confidential Information to the State within five business days of the State's Notice of recommended award. If the OFFEROR does not submit a Proposal, the OFFEROR shall return the Confidential Information to TO Procurement Officer, TO Requesting Agency on or before the due date for Proposals.
4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR'S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.
5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
6. This Agreement shall be governed by the laws of the State of Maryland.
7. OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than \$20,000 and/or imprisonment not exceeding 5 years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.
8. The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

OFFEROR: _____ BY: _____

NAME: _____ TITLE: _____

ADDRESS: _____

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

ATTACHMENT 10 – NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made as of this ____ day of _____, 200____, by and between the State of Maryland (“the State”), acting by and through its TO Requesting Agency (the “Department”), and _____ (“TO Contractor”), a corporation with its principal business office located at _____ and its principal office in Maryland located at _____.

RECITALS

WHEREAS, the TO Contractor has been awarded a Task Order Agreement (the “TO Agreement”) for TORFP Title TORFP No. ADPICS PO dated release date for TORFP, (the “TORFP”) issued under the Consulting and Technical Services procurement issued by the Department, Project Number 050R5800338; and

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

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

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

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

TO Contractor/TO Contractor's Personnel:

TO Requesting Agency:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

ATTACHMENT 11 – TO CONTRACTOR SELF-REPORTING CHECKLIST

The Maryland Department of Information Technology is requesting that within two weeks of receipt, the TO Contractor complete and submit this checklist for the TO listed below to contractoversight@doit.state.md.us. All sections are to be completed. TO Contractors may attach supporting documentation as needed.

| | |
|--|--|
| TO Number | |
| TO Title | |
| TO Requesting Agency | |
| TO Contractor | |
| TO Contractor Contact | |
| TO Contractor Contact Phone Number | |
| Section 1 – Deliverable to Invoice | |
| A) Does the TORFP link payments to distinct, defined deliverables with acceptance criteria? Yes <input type="checkbox"/> No <input type="checkbox"/> (If yes, complete B and C below. If no, skip to Section 2.) | |
| B) Are the invoice amounts the same as the corresponding deliverable amounts listed in the accepted Financial Proposal? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, please explain why) | |
| C) Is the deliverable acceptance process defined in the TORFP followed? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, please explain what process is followed) | |
| Section 2 – Materials and Labor Rate to Invoice | |
| A) Are material costs charged to the TO Requesting Agency as pass-through costs (no TO Contractor markup)? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, please explain why) | |
| B) Are the labor rates charged to the TO Requesting Agency the same or less than the rates proposed in the accepted Financial Proposal? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, please explain why) | |
| C) Are timesheets and/or associated supporting documents provided with the invoices? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, please explain why) | |
| Section 3 – Substitution of Personnel | |
| A) Has there been any substitution of personnel? Yes <input type="checkbox"/> No <input type="checkbox"/> (If yes, complete B through D below. If no, skip to Section 4.) | |
| B) Was each substitution requested in writing? Yes <input type="checkbox"/> No <input type="checkbox"/> | |
| C) Does each of the accepted substitutes possess equivalent or better education, experience and qualifications than the personnel being replaced? Yes <input type="checkbox"/> No <input type="checkbox"/> | |
| D) Were each of the substitutes approved by the TO Manager in writing? Yes <input type="checkbox"/> No <input type="checkbox"/> | |
| Section 4 – MBE Participation | |

| |
|--|
| A) What is the MBE goal that the TO Contractor agreed to meet for this TORFP? __% (If none, skip to Section 5.) |
| B) Are the MBE reports (D-5 and D-6) submitted monthly? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, please explain why) |
| C) What is the MBE participation to date (i.e., amount paid to MBE sub-contractor divided by total TO value)? \$ |
| D) Is the MBE participation to date consistent with the planned MBE participation at this stage of the project? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, please explain including any corrective action being taken.) |
| E) Does the TO Contractor anticipate any difficulty in achieving the MBE goal? Yes <input type="checkbox"/> No <input type="checkbox"/> (If yes, please explain including any corrective action being taken.) |
| Section 5 – Change Management |
| A) Is there a formal Change Management Plan for this TO? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, skip remaining questions) |
| B) Does the Change Management Plan contain the following? Yes <input type="checkbox"/> No <input type="checkbox"/> A written change management procedure. Yes <input type="checkbox"/> No <input type="checkbox"/> A change management procedure that includes change description, justification, and impact analysis on cost, scope, schedule, risk and quality (i.e., meeting TORFP requirements). Yes <input type="checkbox"/> No <input type="checkbox"/> An established body (e.g., Change Control Board, steering committee, management team, etc.) charged with reviewing/approving/declining changes. |
| C) Have any Change Orders been executed? Yes <input type="checkbox"/> No <input type="checkbox"/> (If Yes, please indicate the anticipated impact on time, cost and/or scope.) |
| D) Is the change management procedure being followed? Yes <input type="checkbox"/> No <input type="checkbox"/> |

EXHIBIT A

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

Printed Name and Address
of Employee or Agent

Signature

Date
