



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

**WEB SITE DEVELOPMENT, IMPLEMENTATION, AND
MAINTENANCE TRAINING**

CATS TORFP PROJECT # DEXP8200009

MARYLAND STATE LABOR RELATIONS BOARDS

ISSUE DATE: SEPTEMBER 11, 2007

Minority Business Enterprises are Encouraged to Respond to this Solicitation

CONTENTS

SECTION 1 - ADMINISTRATIVE INFORMATION 5

1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT 5

1.2 TO AGREEMENT 5

1.3 TO PROPOSAL SUBMISSIONS 5

1.4 CONFLICT OF INTEREST 5

1.5 MINORITY BUSINESS ENTERPRISE (MBE) 5

1.6 NON-DISCLOSURE AGREEMENT 5

1.7 LIMITATION OF LIABILITY CEILING 6

SECTION 2 - SCOPE OF WORK 7

2.1 PURPOSE AND BACKGROUND 7

2.2 CONTRACTOR EXPERTISE REQUIRED 11

2.3 CONTRACTOR MINIMUM QUALIFICATIONS 11

2.4 RETAINAGE RETAINAGE IS NOT APPLICABLE TO THIS TO 11

2.5 INVOICING 11

2.6 REPORTING 12

2.7 CHANGE ORDERS 12

SECTION 3 - TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS 13

3.1 REQUIRED RESPONSE 13

3.2 FORMAT 13

SECTION 4 - PROCEDURE FOR AWARDING A TASK ORDER AGREEMENT 16

4.1 EVALUATION CRITERIA 16

4.2 TECHNICAL CRITERIA 16

4.3 SELECTION PROCEDURES 16

4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT 16

ATTACHMENT 1 – PRICE PROPOSAL FORM 17

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS 18

ATTACHMENT 3 – TASK ORDER AGREEMENT 27

ATTACHMENT 4 – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE 30

ATTACHMENT 5 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY 31

ATTACHMENT 6 – DIRECTIONS 33

ATTACHMENT 7 – NOTICE TO PROCEED 34

ATTACHMENT 8 – AGENCY RECEIPT OF DELIVERABLE FORM 35

ATTACHMENT 9 – AGENCY ACCEPTANCE OF DELIVERABLE FORM 36

ATTACHMENT 10 – NON-DISCLOSURE AGREEMENT (OFFEROR) 37

ATTACHMENT 11 – NON-DISCLOSURE AGREEMENT (TO CONTRACTOR) 38

ATTACHMENT 12 – NOTICE TO MASTER CONTRACTORS 40

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 and submit are invited to submit a Task Order (TO) Proposal to this TORFP. All Master Contractors must complete and submit a Master Contractor Feedback form via the CATS website regardless of whether a TO Proposal is submitted or not. The form is accessible via, your CATS Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu. In addition to the requirements of this TORFP, the Master Contractors are subject to all terms conditions contained in the CATS RFP issued by the Maryland Department of Budget and Management (DBM), Office of Information Technology (OIT) and subsequent Master Contract Project Number 050R5800338, including any amendments.

TORFP Title:	MSLRB Website Development, Implementation, and Maintenance Training.
Functional Area:	Functional Area 2 –Web and Internet Systems
TORFP Issue Date:	September 11, 2007
Proposals Due Closing Date and Time:	October 2, 2007, 4:00pm
TORFP Issuing Agency:	Maryland State Labor Relations Boards (“Boards Office” or “SLRB”)
Send Questions and Proposals to:	Erica L. Snipes, Executive Director State Labor Relations Boards Suite 400 839 Bestgate Road Annapolis, MD 21401
TO Procurement Officer:	Jeremy Rosendale, Deputy Director Governor's Office of Executive Services 100 State Circle, Room H-1 Annapolis, MD 21401 (410) 974-3591
TO Manager:	Erica L. Snipes Office Phone Number: 410-260-3216 Office FAX Number: 410-260-3219 esnipes@mhec.state.md.us
TO Project Number:	DEXP8200009
TO Type:	Fixed price
Period of Performance:	75 days
MBE Goal:	20% percent
Small Business Reserve (SBR):	No

Primary Place of Performance:	State Labor Relations Boards Suite 400 839 Bestgate Road Annapolis, MD 21401
TO Pre-proposal Conference:	Tuesday, September 25, 2007 1:00pm, in the Maryland Higher Education Commission's main Commissioning room at the Boards' address. State Labor Relations Boards Suite 400 839 Bestgate Road Annapolis, MD 21401 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 State Labor Relations Boards' 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 # **DEXP820009**. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS TORFP # **DEXP820009** Technical". The second file will be the financial response to this CATS TORFP and titled, "CATS TORFP # **DEXP820009** Financial".

1.4 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.

1.5 MINORITY BUSINESS ENTERPRISE (MBE)

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

1.6 NON-DISCLOSURE AGREEMENT

Certain system documentation may be available for potential TO Contractors to review at the offices of the State Labor Relations Boards at 839 Bestgate Road, Suite 400, Annapolis, MD 21401. TO Contractors 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.

1.7 LIMITATION OF LIABILITY CEILING

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

SECTION 2 - SCOPE OF WORK

2.1 PURPOSE AND BACKGROUND

2.1.1 PURPOSE

The office of the State Labor Relations Boards is issuing the CATS TORFP to obtain website design, implementation services and website maintenance training as defined (2.1.4.g).

2.1.2 REQUESTING AGENCY INFORMATION

This TORFP is issued by the Office of the State Labor Relations Boards, located at:

State Labor Relations Boards
Suite 400
839 Bestgate Road
Annapolis, MD 21401

The State Labor Relations Boards Office is made up of the State Labor Relations Board (“the SLRB”) and the Higher Education Labor Relations Board (“the HELRB”). Combined into one administrative office, the Boards administer §3-101 through 3-602, Title 3, of the State Personnel and Pensions Article, which permits certain State employees and employees of State higher education institutions to determine whether they wish to elect an exclusive representative and enter into collective bargaining with their employers. The Boards offices schedule and oversee representation elections, as well as process complaints that may arise under the Collective Bargaining Statute or the Boards’ regulations.

2.1.3 PROJECT BACKGROUND

The Maryland State Labor Relations Boards require development and implementation for the following:

- (1) Develop, enhance, revise and maintain internet web site to encompass the work of both the Higher Education Labor Relations Board and the State Labor Relations Board, which both exist under the State Labor Relations Boards Agency.

The current agency website at <http://www.mhec.state.md.us/shelrb>, is hosted, and will continue to be hosted, by the Maryland Higher Education Commission server. Appropriate administer access will be granted to the Web Master and other contractor staff as required.

The goal for this TORFP is to secure services to create a new website that encompasses both Boards, using the current site as a guide for information and content. The site should be dynamic, reflective of the services provided by the Boards, user friendly for the Boards’ constituents, ADA compliant, and easy to navigate and update.

2.1.4 DELIVERABLES AND DELIVERY AND IMPLEMENTATION PROCESS

A. Deliverables:

The TO Contractor shall:

Redesign the website for State Labor Relations Boards office—encompassing two agencies, the State Higher Education Labor Relations Board and the State Labor Relations Board as follows: (The current website (<http://www.mhec.state.md.us/shelrb>) may be used for information and content.)

- (a) Incorporate State of Maryland branding into website; user interface simplicity and functionality are of utmost importance.

- (b) Redesign existing pages within website.
- (c) Create link for case filing forms, such that forms can be either downloaded from the website, or filled out and filed directly from the website.
- (d) Add hyperlinks to appropriate references.
- (e) In development of site, must meet state guidelines and policies related to web site development, including incorporation of the state-wide redesign, allow for non-visual IT issues, keep available options for future modification.
- (f) Must keep site open to updates from State Labor Relations Board staff (2 employees). For example, when Board Opinions are issued, State staff must be able to add them to the website
- (g) Train two State Labor Relations Board staff members to add periodic updates to newly designed website. The training shall include delivery and installation of any appropriate computer software to use when adding updates.

B. Deliverable Process

The TO Contractor shall implement the following process in the redesign of the current website:

- (a) Hold a kick-off meeting with the Executive Director and Special Assistant of the Boards' office, to discuss the Boards' office requirements and design goals for the redesigned website. TO Contractor shall provide minutes of the meeting and an action plan summarizing the agreed upon goals and requirements for the revised web site. Minutes of the meeting shall be provided by the Contractor within forty-eight hours after the meeting.
- (b) Hold a website proposal meeting and offer proposed layouts for the new website. The TO Contractor and content manager will review the outline and proposed layout of the web site. They will discuss how the Executive Director and/or Special Assistant to the Boards' office would provide updates the page content. They will determine the review period and need to hold subsequent proposal meetings, as necessary. TO Contractor shall provide minutes of the meeting and an action plan that summarizes the additions/modifications to the web site that are agreed upon by both the Boards' office and the contractor.
- (c) Hold subsequent task meetings, as deemed necessary by the Boards' Executive Director and/or Special Assistant, to offer proposed layouts for the new website. In the alternative, and at the sole discretion of the Board, TO Contractor shall communicate with the Executive Director and/or Special Assistant via e-mail and telephone to discuss subsequent proposals and design of the new website.
- (d) Create a graphic layout for the site that is approved by both Boards.
- (e) Code the site. Note that the current site has been developed and maintained using the Microsoft Front Page program.
- (f) Develop the site.
- (g) Place the developed web pages for the site on an alternative web site address for testing, review and written approval from the Boards.
- (h) Obtain written approval by the Boards to add new pages from the web site to the live web site.
- (i) Load the approved pages to the agency web site working with the web host (MD Higher Education Commission Internet/Technology Department).

- (j) Train SLRB Exec. Director and SLRB Special Assistant on how to input periodic updates to final website.
- (k) Receive written approval from both Boards for final website product.

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 8). 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 within section 2.1.5. Within each task, the TO Contractor may suggest other subtasks or deliverables to improve the quality and success of the project.

C. Deliverables—Delivery Schedule

All deliverables are subject to a Notice to Proceed (NTP) and then set forth expected completion based on a certain number of calendar days. All deliverables are subject to a formal approval upon delivery. This approval must be done in written form and signed by both the Master Contractor and by the Executive Director of the State Labor Relations Boards office.

ID	Deliverables for 2.2.3	Expected Completion:
1	Work Type 1: Internet Web Page Redesign and Implementation	
1a	Kickoff meeting with SLRB Exec. Director and SLRB Special Assistant to discuss office requirements and design goals for the redesigned website. Minutes of meeting to be provided by TO Contractor within 48 hours of meeting.	NTP + 7 Calendar Days

1 b	Website proposal meeting, TO Contractor to provide SLRB Exec. Director and SLRB Special Assistant with an outline and proposed layout of website redesign	NTP + 15 Calendar Days
1c	Subsequent task meetings or e-mail exchanges as necessary to offer additional proposed layouts	NTP + 20 Calendar Days
1d	TO Contractor to provide graphical layout for redesigned website, subject to approval from both Boards.	NTP + 30 Calendar Days
1e	Code newly redesigned website to fit with host Maryland Higher Education Commission requirements.	NTP + 35 Calendar Days
1f	Develop website	NTP + 55 Calendar Days
1g	Place redesigned website on alternative website for testing, review, and approval by Boards.	NTP + 60 Calendar Days
1h	After approval by Boards, upload redesign to agency website, working with host Maryland Higher Education Commission Internet/Technology Department	NTP + 65 Calendar Days
1i	Train SLRB Executive Director and Special Assistant on how to input periodic updates to the website.	NTP + 70 Calendar Days
1j	Receive written approval from both Boards for final website product.	NTP + 75 Calendar Days

2.1.5 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. These may include, but are not limited to:

- A) The State’s System Development Life Cycle (SDLC) methodology at: www.dbm.maryland.gov - keyword: SDLC.
- B) The State Information Technology Security Policy and Standards at: www.dbm.maryland.gov - keyword: Security Policy.
- C) The State Information Technology Project Oversight at: www.dbm.maryland.gov - keyword: IT Project Oversight.
- D) The State of Maryland Enterprise Architecture at www.dbm.maryland.gov - keyword: MTAF Guiding Principles.
- E) 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 subcontractors are to follow a consistent methodology for all TO activities.

By submitting a proposal, the TO Contractor warrants that the information technology offered under the proposal (1) provides equivalent access for effective use by both visual and non-visual means; (2) will present information, including prompts used for interactive communications, in formats intended for both visual and non-visual use; (3) if intended for use in a network, can be integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired; and (4) is available, whenever possible, without modification for compatibility with software and hardware for non-visual access. The TO Contractor

further warrants that the cost, if any, of modifying the information technology for compatibility with software and hardware used for non-visual access will not increase the cost of the information technology by more than five percent. For purposes of this RFP, the phrase “equivalent access” means the ability to receive, use and manipulate information and operate controls necessary to access and use information technology by non-visual means. Examples of equivalent access include keyboard controls used for input and synthesized speech, Braille, or other audible or tactile means used for output.

A copy of the standards used to determine non-visual accessibility is provided as Attachment 13.

2.2 CONTRACTOR EXPERTISE REQUIRED

The TO Contractor must demonstrate expertise in web development and design.

2.3 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.

TO Contractor shall have experience providing comparable services and must provide three examples of web accessible sites that contractor has completed in the last three years. Please provide contact names, phone numbers, and email addresses of all references. These sites must highlight the following skill sets:

- Section 508 compliance
- User friendly interface
- Rotating banner, flash header

The Web master must have two years of experience performing web master duties on internet web sites. Certification in web design and web mastering is desirable with International Webmasters Association certification being the preference. Sample web pages and links may accompany resumes.

2.4 RETAINAGE

Retainage is not applicable to this TO.

2.5 INVOICING

Payment will only be made upon completion and final acceptance of all the deliverables as defined in 2.1.4.

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 8, 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.

2.5.1 INVOICE SUBMISSION PROCEDURE

This procedure consists of the following requirements and steps:

- A) The invoice shall identify the Maryland State Labor Relations Boards office 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:

Denise S. Galante, Special Assistant
Maryland State Labor Relations Boards
Suite 400
Bestgate Road
Annapolis, MD 21401

- 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.

2.6 REPORTING

The TO Contractor and the TO Requesting Agency shall conduct monthly progress meetings. A monthly project progress report shall be submitted 10 days in advance prior to the discussion 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 monthly 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.

2.6.1 MBE PARTICIPATION REPORTS

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

2.7 CHANGE ORDERS

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

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 2) a completed Master Contractor Feedback Form, to be submitted off the CATS web site.

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.
- 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.
- 2) Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under this TO Agreement.
- 3) Complete and provide at the interview /oral presentation Attachment 5 – Labor Classification Personnel Resume Summary.

C) Subcontractors (if applicable)

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

D) MBE Participation

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

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 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

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.

1. The overall understanding of the work required, quality of the approach and proposed solution.
2. The qualifications of the proposed key personnel including Project Manager and Web Master
3. Past performance on engagements provided as reference accounts in the Contractor's Technical Proposal, or other engagements not provided in the Technical Proposal but known by the State, especially previous task orders under the Master Contract. (Reference section 2.3)

A task order agreement will be awarded to the Contractor whose proposal is most advantageous to the State, considering price and the evaluation factors set forth herein.

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.
- D) Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.
- E) The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment. In making this selection, technical merit will have 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 – PRICE PROPOSAL FORM

PRICE PROPOSAL FOR CATS TORFP # DEXP8200009

**MARYLAND STATE LABOR RELATIONS BOARDS
WEB SITE DEVELOPMENT AND IMPLEMENTATION**

Deliverable			Proposed Price
Deliverable 1	Development/Redesign of website for State Labor Relations Boards office. Training of two Board staff members to input periodic updates to redesigned website as needed.	Fixed Price	\$
		TOTAL	\$

MASTER CONTRACTOR - AUTHORIZED INDIVIDUAL NAME

COMPANY NAME

TITLE

COMPANY TAX ID #

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

CATS TORFP # DEXP8200009

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

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

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 1

CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT

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

In conjunction with the offer submitted in response to TORFP No. DEXP8200009 I affirm the following:

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

OR

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

2. I have identified the specific commitment of certified Minority Business Enterprises by completing and submitting an MBE Participation Schedule (Attachment 2 - Form D-2) with the proposal.
3. I acknowledge that the MBE subcontractors/suppliers listed in the MBE Participation Schedule will be used to accomplish the percentage of MBE participation that I intend to achieve.
4. I understand that if I am notified that I am the apparent TO Agreement awardee, I must submit the following documentation within 10 working days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier.
 - (a) Outreach Efforts Compliance Statement (Attachment D-3)
 - (b) Subcontractor Project Participation Statement (Attachment D-4)
 - (c) MBE Waiver Documentation per COMAR 21.11.03.11 (if applicable)
 - (d) Any other documentation required by the TO Procurement Officer to ascertain offeror's responsibility in connection with the certified MBE participation goal.

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

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

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

Offeror Name

Signature of Affiant

Address

Printed Name, Title

Date

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 2

MINORITY BUSINESS ENTERPRISE PARTICIPATION SCHEDULE

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

TO Prime Contractor (Firm Name, Address, Phone)	Task Order Description
Task Order Agreement Number DEXP8200009	
List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	

USE ATTACHMENT D-2 CONTINUATION PAGE AS NEEDED

SUMMARY

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

Document Prepared By: (please print or type)

Name: _____ Title: _____

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 2

MINORITY BUSINESS ENTERPRISE PARTICIPATION SCHEDULE (CONTINUED)

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

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 3

OUTREACH EFFORTS COMPLIANCE STATEMENT

In conjunction with the bid or offer submitted in response to TORFP # DEXP8200009, I state the following:

6. Offeror identified opportunities to subcontract in these specific work categories:

7. Attached to this form are copies of written solicitations (with bidding instructions) used to solicit certified MBEs for these subcontract opportunities.

8. Offeror made the following attempts to contact personally the solicited MBEs:

9. Offeror assisted MBEs to fulfill or to seek waiver of bonding requirements.
(DESCRIBE EFFORTS)

- This project does not involve bonding requirements.

10. Offeror did/did not attend the pre-proposal conference
 No pre-proposal conference was held.

Offeror Name

By: _____
Name

Address

Title

Date

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

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 4

SUBCONTRACTOR PROJECT PARTICIPATION STATEMENT

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

Provided that _____ is awarded the TO Agreement in
(Prime TO Contractor Name)
conjunction with TORFP No. DEXP8200009, it and _____,
(Subcontractor Name)

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

(Describe work to be performed by MBE):

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

By:

By:

Prime Contractor Signature

Subcontractor Signature

Name

Name

Title

Title

Date

Date

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

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 5

MINORITY BUSINESS ENTERPRISE PARTICIPATION TO CONTRACTOR PAID/UNPAID INVOICE REPORT

Report #: _____ Reporting Period (Month/Year): _____ Report is due by the 15th of the following month.	CATS TORFP #DEXP8200009 Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____
--	---

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

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

Return one copy of this form to the following address:

(TO MANAGER OF APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS)	(TO PROCUREMENT OFFICER OR APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS)
--	--

Signature: _____ Date: _____

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 6

MINORITY BUSINESS ENTERPRISE PARTICIPATION SUBCONTRACTOR PAID/UNPAID INVOICE REPORT

Report #: _____ Reporting Period (Month/Year): ___/_____ Report Due By the 15th of the following Month.	CATS TORFP #DEXP8200009 Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____	
MBE Subcontractor Name: _____		
MDOT Certification #: _____		
Contact Person: _____		
Address: _____		
City: _____	State: _____	ZIP: _____
Phone: _____	FAX: _____	
Subcontractor Services Provided: _____		
List all payments received from Prime TO Contractor during reporting period indicated above. 1. _____ 2. _____ 3. _____ Total Dollars Paid: \$ _____	List dates and amounts of any unpaid invoices over 30 days old. 1. _____ 2. _____ 3. _____ Total Dollars Unpaid: \$ _____	
Prime TO Contractor: _____		Contact Person: _____

Return one copy of this form to the following address:

(TO MANAGER OF APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS)	(TO PROCUREMENT OFFICER OR APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS)
--	--

Signature: _____ Date: _____

ATTACHMENT 3 – TASK ORDER AGREEMENT

CATS TORFP# OF MASTER CONTRACT

This Task Order Agreement (“TO Agreement”) is made this _____, 2007 by and between _____ (Task Order Contractor (TO Contractor)) and the STATE OF MARYLAND, Maryland State Labor Relations Boards.

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” or “Authority” means the Maryland State Labor Relations Boards, as identified in the CATS TORFP # DEXP8200009.
 - b. “CATS TORFP” means the Task Order Request for Proposals # _____, dated, _____, including any addenda.
 - c. “Master Contract” means the CATS Master Contract between the Maryland Department of Budget and Management and (TO Contractor) dated _____.
 - d. “TO Procurement Officer” means _____. 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 Maryland State Labor Relations Boards and TO Contractor.
 - f. “TO Contractor” means the CATS Master Contractor awarded this TO Agreement, whose principal business address is _____ and whose principal office in Maryland is _____.
 - g. “TO Manager” means Erica L. Snipes of the Maryland State Labor Relations Boards. 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 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 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 Deliverable 1 and Deliverable 2 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 one year, commencing on the date of Notice to Proceed and terminating on

4. Consideration and Payment

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

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

_____ TO Contractor Name

By: Type or Print TO Contractor POC

_____ Date

Witness: _____

STATE OF MARYLAND, Maryland State Labor Relations Boards

By: _____, Procurement Officer

Date

Witness: _____

ATTACHMENT 4 – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

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

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

Date: _____ By: _____

(Authorized Representative and Affiant)

ATTACHMENT 5 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY

INSTRUCTIONS:

5. Master Contractors must comply with all personnel requirements under the Master Contract RFP 050R5800338.
6. Only labor categories proposed in the Master Contractors Financial Proposal may be proposed under the CATS TORFP process.
7. 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.

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.

8. Each form also includes examples of duties to perform. The proposed person must be able to fulfill those duties.
9. 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.
10. Additional information may be attached to each Labor Category Personnel Resume Summary that may assist a full and complete understanding of the individual being proposed.

ATTACHMENT 6 – DIRECTIONS
TO THE PRE-TO PROPOSAL CONFERENCE

DRIVING DIRECTIONS TO THE MARYLAND STATE LABOR RELATIONS BOARDS OFFICE

Suite 400
839 Bestgate Road
Annapolis, MD 21401

FROM NORTH:

Take I-97S towards Annapolis
Take exit for MD 178 (Exit 5) towards Crownsville
Slight Right onto Generals Hwy (MD 178)
Stay on MD 178 for approximately 5 miles
Turn LEFT on Bestgate Road (when you see the Annapolis Mall)

The SLRB office is the first building--one story, yellow--on your right after you pass the Nordstroms store at the Annapolis Mall. You may park in a white-outlined space in the lot at the front of the building (blue spaces are for another business in the building) and enter through the door shared with the Maryland Higher Education Commission (final door at the end of the parking lot)

FROM WEST/SOUTH:

Take US 50 East
Take Exit 23 (MD 450) toward MD 178/Parole
Take a RIGHT off of the exit ramp, onto West Street (which is MD 450)
West Street becomes Generals Highway/MD 178
Turn RIGHT on Bestgate Road (Annapolis Mall will be on your right)

The SLRB office is the first building--one story, yellow--on your right after you pass the Nordstroms store at the Annapolis Mall. You may park in a white-outlined space in the lot at the front of the building (blue spaces are for another business in the building) and enter through the door shared with the Maryland Higher Education Commission (final door at the end of the parking lot)

ATTACHMENT 7 – NOTICE TO PROCEED

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS Task Order Agreement # DEXP8200009

Dear TO Contractor Contact:

This letter is your official Notice to Proceed as of Month Day, Year, for the above-referenced Task Order Agreement. Erica L. Snipes of the Maryland State Labor Relations Boards will serve as your contact person on this Task Order. Erica Snipes can be reached by telephone at (410) 260-3216 or via e-mail at esnipes@mhec.state.md.us.

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

Sincerely,

Task Order Procurement Officer

Enclosures (2)

cc: Erica L. Snipes, Maryland State Labor Relations Boards

Procurement Liaison Office, Office of Information Technology, DBM

Project Management Office, Office of Information Technology, DBM

ATTACHMENT 8 – AGENCY RECEIPT OF DELIVERABLE FORM

I acknowledge receipt of the following:

TORFP Title: Web Site Development and Maintenance

TO Agreement Number: #

Title of Deliverable: _____

TORFP Reference Section # _____

Deliverable Reference ID # _____

Name of TO Manager: Erica L. Snipes

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 9 – AGENCY ACCEPTANCE OF DELIVERABLE FORM

Agency Name: Maryland State Labor Relations Boards
TORFP Title: Web Site Development and Maintenance
TO Manager: Erica L. Snipes – (410) 260-3216

To:

The following deliverable, as required by TO Agreement # DEXP8200009, 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 10 – NON-DISCLOSURE AGREEMENT (OFFEROR)

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

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS TORFP # for Web Site Development and Maintenance. 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 _____, Procurement Officer on or before the due date for Proposals.
4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR'S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.
5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
6. This Agreement shall be governed by the laws of the State of Maryland.
7. OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than \$20,000 and/or imprisonment not exceeding 5 years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.
8. The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

OFFEROR: _____ BY: _____

NAME: _____ TITLE: _____

ADDRESS: _____

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

ATTACHMENT 11 – NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made as of this ____ day of _____, 200____, by and between the State of Maryland ("the State"), acting by and through its Maryland State Labor Relations Boards (the “Boards”), 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 Web Site Development and Maintenance TORFP No. dated _____, (the “TORFP” issued under the Consulting and Technical Services procurement issued by the Department, Project Number _____; 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: Maryland State Labor Relations Boards:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

ATTACHMENT 12 – NOTICE TO MASTER CONTRACTORS

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. Those Master Contractors deciding not to submit a TO Proposal are required to submit the reason(s) why per Section 3.1 of the TORFP. If you have chosen not to propose to this TORFP, you must complete and email this notice to

If you are submitting a TO Proposal, we also ask that you take a few minutes and provide comments and suggestions regarding the enclosed TORFP.

TORFP Title:	MSA Web Site Development and Maintenance
TORFP Project Number:	#

If you have responded with a "not submitting Task Order Proposal", please indicate the reason(s) below:

- () Other commitments preclude our participation at this time.
 - () The subject of the TORFP is not something we ordinarily provide.
 - () We are inexperienced in the services required.
 - () Specifications are unclear, too restrictive, etc. (Explain in REMARKS section.)
 - () The scope of work is beyond our present capacity.
 - () Doing business with the State of Maryland is too complicated. (Explain in REMARKS section.)
 - () We cannot be competitive. (Explain in REMARKS section.)
 - () Time allotted for completion of a Task Order Proposal is insufficient.
 - () Start-up time is insufficient.
 - () Bonding/Insurance requirements are too restrictive. (Explain in REMARKS section.)
 - () TORFP requirements (other than specifications) are unreasonable or too risky. (Explain in REMARKS section.)
 - () MBE requirements. (Explain in REMARKS section.)
 - () Prior State of Maryland contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section.)
 - () Payment schedule too slow.
 - () Other: _____.
2. If you have submitted a Task Order Proposal, but wish to offer suggestions or express concerns, please use the Remarks section below.

Remarks:

Master Contractor

Name: _____ Date: _____

Contact Person: _____ Phone ___ - ___ - ___ Email _____

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

ATTACHMENT 13 – NONVISUAL COMPLIANCE

The State of Maryland

Information Technology Non-visual Access Standards

All following standards should be incorporated to the fullest extent possible for Information Technology. The Non-visual Access Clause noted in COMAR 21.05.08.05 and referenced in this solicitation is the basis for the following standards that have been incorporated into the regulations.

The purpose of the standards is to: (1) Establish definitions, scope, and construction common to the Department of Budget and Management Statewide management of information technology in nonexempt units of the Executive Branch of State government; and (2) Set forth uniform standards for the procurement of non-visually accessible information technologies and the provision of non-visually accessible information technology services.

The Maryland Register Website where a complete published copy (initially published on Issue Date: October 15, 2004) may be accessed is at:

http://www.dsd.state.md.us/mdregister/3121/main_register.htm

http://www.dsd.state.md.us/comar/subtitle_chapters/17_Chapters.htm#Subtitle06

Comparison to Federal Standards

As noted in the published regulations, there is a corresponding federal standard(s) to the action, but the actions noted herein are not more restrictive or stringent.

17.06.02 Information Technology Non-visual Access Standards

*Authority: State Finance and Procurement Article, §§3-410(d) and 3-413,
Annotated Code of Maryland*

.01 Purpose.

A. The purpose of this chapter is to implement State Finance and Procurement Article, §3-410(d)(5), Annotated Code of Maryland.

B. This chapter sets forth uniform non-visual access standards to be used in the procurement of information technology and the provision of information technology services by or on behalf of agencies.

.02 Scope.

A. This chapter applies to the procurement of information technology and the provision of information technology services by or on behalf of agencies, except if:

(1) The information technology is not available with non-visual access because the essential elements of the information technology are visual and a non-visual equivalent cannot be developed; or

(2) The cost of modifying the information technology for compatibility with software and hardware for non-visual access would increase the price of the procurement by more than 5 percent.

B. This chapter does not apply to information technology that is acquired and used by a contractor:

(1) Incidental to performing under a contract with the State or any agency; and

(2) To the extent that the information technology is not transferred to the State or any agency as part of the contractor's obligations to perform or incorporated into the deliverables provided to the State or any agency under the contract.

C. The information technology products or information technology services a contractor develops, procures, maintains, or uses that are not specified as part of a contract with the State or any agency are not required to comply with this chapter.

D. Except as otherwise required to comply with other law, this chapter may not be construed to require the installation of accessibility-related software or an assistive technology device at a workstation of a State employee who is not an individual with a disability.

E. Except as otherwise required to comply with the requirements of other law, this chapter may not be construed to require agencies:

(1) To provide access to the public to information at a location other than where the electronic and information technology is ordinarily provided to the public; or

(2) To purchase products for access and use by individuals with disabilities at a location other than where the information technology is ordinarily provided to the public.

F. Section E of this regulation may not be construed to relieve any unit of State government of its obligation to provide information or data under any other requirements of the law.

.03 Application.

A. Except as provided by Regulation .02B of this chapter, information technology and information technology services procured, used, maintained, developed, and provided by or on behalf of agencies shall be non-visually accessible in accordance with the standards promulgated in this chapter.

B. Agencies shall procure information technology and information technology services that comply with the provisions in this chapter when such information technology and information technology services are available in the commercial marketplace or developed in response to a State government solicitation.

C. When procuring or using commercially available information technology, an agency may not claim that an information technology product as a whole is not commercially available because no product in the marketplace meets all the standards. If products are commercially available that meet some but not all of the standards, the agency shall procure the product that best meets the standards.

D. This chapter may not be construed to prohibit the use of designs or technologies as alternatives to those prescribed in this chapter if they result in substantially equivalent or greater access for people with visual disabilities.

.04 Software Applications and Operating Systems.

Software applications and operating systems shall be considered non-visually accessible if the products meet the requirements of 36 CFR §1194.21, which is incorporated by reference herein.

.05 Web-based Intranet and Internet Information and Applications.

Web-based intranet and internet information and applications shall be considered non-visually accessible if the products meet the requirements of 36 CFR §1194.22, which is incorporated by reference herein.

.06 Telecommunications and Interconnected Network Equipment and Services.

A. Information technology intended for use in telecommunications or other interconnected network services shall be integrated for obtaining, retrieving, and disseminating visual information by non-visual means.

B. Personal digital assistants (PDAs) and mobile phone systems shall be considered non-visually accessible if the products:

(1) Are captioned text-to-speech capable;

(2) Use a distributed speech processing architecture, where the client (device) synthesizes text-to-speech output; and

(3) Provide good quality synthesized speech capable of being understood by the average listener.

C. Technologies using encoding, signal compression, format transformation, or similar techniques shall be considered non-visually accessible if the technologies either:

(1) Do not remove information needed for non-visual access; or

(2) Restore information needed for non-visual access upon delivery to the device.

D. Telecommunications products having mechanically operated controls or keys shall be considered non-visually accessible if:

(1) Controls and keys are tactilely discernible without activating the controls or keys; and

(2) The status of all locking or toggle controls or keys is discernible either through touch or sound in addition to being visually discernible.

.07 Video and Multimedia Products.

A. All training and informational video and multimedia productions which support the agency's mission, regardless of format, that contain visual information necessary for the comprehension of the content, shall be audio described.

B. Presentation of audio descriptions may be user-selectable or permanent.

.08 Self-Contained, Closed Products.

A. Self-contained products shall be usable by people with visual disabilities without requiring an end-user to attach assistive technology to the product.

B. If a product utilizes touch screens or contact-sensitive controls, an input method shall be provided that complies with Regulation .06D(1) and (2) of this chapter.

C. If an ocular form of user identification or control is used, an alternative form of identification or activation which does not require the user to possess a particular ocular characteristic shall also be provided.

D. If a product provides auditory output, the audio signal shall be provided at a standard signal level through an industry standard connector that allows for private listening using a headset or personal speakers. The product shall provide the ability to interrupt, pause, and restart the audio at any time.

E. When products deliver voice output in a public area, incremental volume control shall be provided with output amplification up to a level of at least 65 decibels. Where the ambient noise level of the environment is above 45 decibels, a volume gain of at least 20 decibels above the ambient level shall be user selectable. A function shall be provided to automatically reset the volume to the default level after every use.

F. Color-coding may not be used as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.

G. If a product permits a user to adjust color and contrast settings, a range of color selections capable of producing a variety of contrast levels shall be provided.

H. Products shall be designed to avoid causing the screen to flicker with a frequency greater than 2 hertz and lower than 55 hertz.

.09 Desktop and Portable Computers.

A. All mechanically operated controls and keys shall comply with Regulation .06D(1) and (2) of this chapter.

B. If a product utilizes touch screens or touch-operated controls, an input method shall be provided that complies with Regulation .06D(1) and (2) of this chapter.

C. When an ocular form of user identification or control is used, an alternative form of identification or activation, which does not require the user to possess particular ocular characteristics, shall also be provided.

.10 Functional Performance Criteria.

A. At least one mode of operation and information retrieval that does not require user vision shall be provided, or support for assistive technology used by people who are blind or visually impaired shall be provided.

B. At least one mode of operation and information retrieval that does not require visual acuity greater than 20/70 shall be provided in audio and enlarged print output working together or independently, or support for assistive technology used by people who are visually impaired shall be provided.

.11 Information, Documentation, and Support.

A. Product support documentation provided to end-users shall be made available in non-visually accessible alternate formats upon request, at no additional charge.

B. End-users shall have access to a description of the accessibility and compatibility features of products in non-visually accessible alternate formats or alternate methods upon request, at no additional charge.

C. Support services for products shall accommodate the communication needs of end-users with visual disabilities.

.12 Compliance Certification.

Each agency shall certify in the Agency Information Technology Master Plan submission to the Office of Information Technology that information technologies procured and services provided by or on behalf of the unit comply with the requirements in this chapter.