

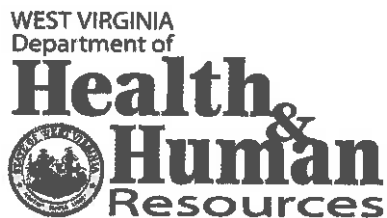
Proposal

Web-Based Case Management System



NO.1NC

James Hagen
President
P. 410-332-0041 x0
C. 443-857-8946
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james@noinc.com
www.noinc.com



SEALED BID: CRFQ Web-Based Case Management System

BUYER: Mark Atkins / File 51

SOLICITATION NO.: CRFQ 0506 MCH 1600000003

BID OPENING DATE: 08/11/2016

BID OPENING TIME: 1:30pm EST

FAX NUMBER: 304-558-3970

08/10/16 09:16:55
WV Purchasing Division

NO.INC

No.Inc
3600 Clipper Mill Rd.
Suite 440
Baltimore, MD 21211
Phone 410-332-0041
Cell 443-857-8946
james@noinc.com

August 9, 2016

Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

Dear Mr. Atkins,

Subject: Response to RFP (CRFQ Web-Based Case Management System)

My name is James Hagen and I am president of the technology services company, No.Inc. We have been developing custom software solutions for state and local agencies for 16 years and I am pleased to have been introduced to the West Virginia Department of Health and Human Resources, Bureau for Public Health, Office of Maternal, Child and Family Health via this RFP for a Web-Based Case Management System. The opportunity to work with OMCFH is very exciting for us and we believe we can greatly contribute to the work of your organization.

Thank you for accepting our response to the RFP for the Web-Based Case Management System. We have put together a detailed proposal for your consideration and look forward to the opportunity of working together.

No.Inc has significant experience developing sustaining and disruptive online technology. Our track record includes the creation of many successful products and web and mobile software applications for our clients. In fact, the case management systems we have developed for Maryland closely match the scope of work described in the RFP.

We are proposing a custom software solution developed specifically for West Virginia. One that we will design and develop in close collaboration with OMCFH and WVOT. Our extensive subject matter knowledge around case management and our level of technical experience pertaining to enterprise software development for government agencies make us the ideal candidate for this project. In addition, we bring a vast collection of our own tools and code libraries that will be applied to this project to complete it on time and on budget.

NO.INC

I look forward to participating in the evaluation phase of this process and I am available for presentations, demos, and phone calls. I've listed my information below and the information for others on my team that have authorization to do the same.

James Hagen
President
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Andrew Spangler
Creative Director &
Manager, Design Services
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Julius Moore
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Please feel free to contact me with any questions or clarifications.

Sincerely,



James Hagen
President, No.Inc

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NO.INC

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Project Overview, SOW, Pricing, and Schedule

Project Overview

Background

Since 2000, No.Inc has worked at the leading edge of custom software development for public agencies, educational institutions, and nonprofit organizations. Our clients across the country seek our expertise and our proven technologies to help them redefine the power of data management, tracking, and reporting. Built on processes that emphasize quality, user experiences designed by research and performing at enterprise-scale, No.Inc today is helping set the standard for future-facing technology solutions that are friendly and fast.

Services to be Provided

No.Inc is recommending a custom software solution for the Office of Maternal, Child and Family Health (OMCFH) to provide a web-based performance and case management system to support the coordination and integration of information and services for children and youth with special health care needs.

The No.Inc team will collaborate with the OMCFH and the WVOT teams to design and develop a completely custom solution that meets all stated business requirements outlined in this proposal. We believe a custom solution, designed in collaboration with the OMCFH and WVOT teams, will provide the best value for OMCFH. A custom solution will allow for easy adaptation to custom business workflows, seamless integration of systems, and efficient and reliable support.

No.Inc's proposed services include design, development, hosting, quality assurance testing, deployment, system and data security, disaster protection and recovery, maintenance, setup, documentation, configuration, support, and training for OMCFH advanced and basic users.

Our extensive experience building custom case management solutions for state agencies will benefit OMCFH by allowing the team to fast track several aspects of the project. We will be utilizing technology we have developed and matured over the course of many years and projects. We will also utilize several open source tools to meet the needs of OMCFH including JasperReport for ad-hoc reporting and data visualization and PHPOffice for Microsoft Office document generation.

Project Overview, SOW, Pricing, and Schedule

No.Inc Technology Tools

The following tools have been developed and matured by No.Inc over the course of several years and projects. Utilizing these tools will allow us to develop a case management solution for OMCFH that is enterprise ready while delivering on time and on budget.

- **User account administration**
- **Bulk CSV data import tools**
- **Cloud technology for job scheduling, scaling, load balancing**
- **Form generation**
- **Database management**
- **Survey management**
- **Assessment management**
- **Permission management**
- **CSV export tools**
- **API framework**
- **Notification engine**
- **Dashboard engine**
- **Cloud optimized search engine**
- **Transaction logging**
- **Form validation**
- **Program level auditing**
- **HIPAA compliance**

Statement of Work

Requirement	Comply
4.1.1 The web-based system will meet the following minimum requirements:	
4.1.1.1 Software must track and allow users to access service deliverables.	Y
4.1.1.2 Software must allow limited access users, such as physicians and caregivers of CYSHCN, the ability to review and approve documents using an electronic signature.	Y
4.1.1.3 Software must include a file generation tool which will allow OMCFH to submit required Title V Agency and Federal reports.	Y
4.1.1.4 Software must document all data to build and maintain the care plan for the CYSHCN and families receiving OMCFH services and to report on expected program outcomes including information regarding CYSHCN demographics, medical insurance coverage, community and educational services received diagnoses, and treating physicians.	Y
4.1.1.5 Software must record dates and scores of the Children with Special Health Care Needs Screener© administered with families of CYSHCN.	Y
4.1.1.6 Software must be able to interface with ApplicationXtender®.	Y
4.1.1.7 Software must be able to accept batch uploads from other DHHR systems; i.e. Medicaid Management Information System (MMIS).	Y
4.1.1.8 Software must record client level data on health screening; including referrals and completion of referrals.	Y
4.1.1.9 Software must record Consents to Release Information to professionals of CYSHCN.	Y
4.1.1.10 Software must have the ability to accept batch uploads for all data elements within the system.	Y
4.1.1.11 Software must record communications among integrated medical homes.	Y
4.1.1.12 Software must provide a comprehensive view of CYSHCN participants across all programs and sites to users with appropriate authority.	Y

<p>4.1.1.13 Software must maintain data on CSHCN Program eligibility, including initial and annual eligibility determinations and subsequent reapplications.</p>	<p>Y</p>
<p>4.1.1.14 Software must record care coordination activities and related data, including but not limited to the following:</p> <ul style="list-style-type: none"> ● 4.1.1.14.1 Home and site visits ● 4.1.1.14.2 Assessments ● 4.1.1.14.3 Care plans ● 4.1.1.14.4 Medical summaries ● 4.1.1.14.5 Transition ● 4.1.1.14.6 CYSHCN contacts ● 4.1.1.14.7 Case comments ● 4.1.1.14.8 Any information pertinent to the client’s official record. 	<p>Y</p>
<p>4.1.1.15 Software must allow for the electronic entry of CSHCN Program forms and maintain a historical record of data entered into these forms.</p>	<p>Y</p>
<p>4.1.1.16 Software must generate form letters for correspondence between the CSHCN Program, CYSHCN and the medical home. Software must accommodate unlimited modifications to letterhead of said form letters.</p>	<p>Y</p>
<p>4.1.1.17 Software must record data on emergency room and urgent care center utilization.</p>	<p>Y</p>
<p>4.1.1.18 Software must record data on physician visits, including both well-child and acute care visits.</p>	<p>Y</p>
<p>4.1.1.19 Software must maintain CSHCN Program clinical services data regarding scheduling, clinic outcomes, appointment outcomes and reason(s) for cancellation.</p>	<p>Y</p>
<p>4.1.1.20 Software must record data from physician and family surveys.</p>	<p>Y</p>
<p>4.1.1.21 Software must record data from CYSHCN pre- and postintervention assessments.</p>	<p>Y</p>
<p>4.1.1.22 Software must allow for differential levels of access for different users, including CYSHCN and family.</p>	<p>Y</p>
<p>4.1.1.23 Software must enable the State to make changes without additional programming. (For example: creating new forms or assessments, creating new entities, creating new demographics and creating ad-hoc reports).</p>	<p>Y</p>
<p>4.1.1.24 Software must allow the Title V Agency to extract data for adhoc data analysis and reporting in other programs (Microsoft Excel, Microsoft Access, SAS, Stata, and IBM SPSS).</p>	<p>Y</p>
<p>4.1.1.25 Software must enable the use of wizards (a built-in tool that provides</p>	<p>Y</p>

step-by-step guidance through a set procedure) to quickly build new graphs for selected outcomes. The graphs should show change over time with filters by population.	
4.1.1.26 Software must enable duplicate check settings to be established on multiple demographic elements and include like or exact matches.	Y
4.1.1.27 Software must enable the Title V Agency to create ad-hoc reports and must include licensing for ad-hoc report creation and publishing.	Y
4.1.1.28 Software must enable data sharing among providers governed by rules established within the system.	Y
4.1.1.29 Software must provide for a notification engine to generate email and dashboard based notifications based on events within the software. The business rules should be able to be set and changed by the Title V Agency over time.	Y
4.1.1.30 Software must enable correlation reporting through wizard based tools to enable rapid analysis of client outcomes.	Y
4.1.1.31 Software must include configurable dashboard views for participants, families, entities and staff.	Y
4.1.1.32 Software must include an open web services based application programming interface (API) to facilitate data integration using Simple Object Access Protocol (SOAP) standards.	Y
4.1.1.33 Software must include a searchable online help manual for all functions.	Y
4.1.1.34 Software must include search functionality for participants, entities and families.	Y
4.1.1.35 Software must enable access to ApplicationXtender® where documents are to be uploaded and attached to client records.	Y
4.1.1.36 Software must provide security support for HIPAA compliance in accordance with West Virginia DHHR privacy policies.	Y
4.1.1.37 Batch import must allow for multiple search criteria simultaneously, including but not limited to the following: <ul style="list-style-type: none"> ● Wildcard search capabilities (in case of misspelling of names). ● DOB: Date of Birth. ● Name (first, middle, and last). ● Geographic location. 	Y
4.1.1.38 Software must generate reminders for well child visits due based on calculation of age and previous appointment dates.	Y

4.1.1.39 Family information must relate to client in a one to many relationship, meaning the client's record is the primary record but information from multiple related records can be linked back to the client's record for easy reference.	Y
4.1.1.40 Software must allow users to view premade reports reflecting the client(s) information based upon the user's level of authorization.	Y
4.1.1.41 Software must have a limited deletion role – only the System Administrator will be authorized to delete.	Y
4.1.1.42 Software must allow for records to be marked as inactive and the information be excluded in reports.	Y
4.1.1.43 Software must allow for records to be reactivated, at which point all existing information will be included in reports.	Y
4.1.1.44 Software must track individual transactions for Title V funded services by services and client.	Y
4.1.1.45 Software must set alerts based on defined formulas calculated using dates or manually entered ones.	Y
4.1.2 Conceptual design of web-based performance and case management system to support the coordination and integration of information and services for CYSHCN (0 – 30 calendar days after contract start date).	
4.1.2.1 Vendor will attend and participate in a meeting at OMCFH located at 350 Capitol Street, Charleston, West Virginia 25301 to develop a conceptual design. This meeting will last no longer than two (2) days. Vendor will be responsible for all costs incurred for its staff to attend the session; including travel expenses, lodging and meals.	Y
4.1.2.2 Vendor, OMCFH and West Virginia Office of Technology (WVOT) staff will work together during the meeting to ensure the conceptual design focuses on functional requirements, administrative requirements, system maintenance requirements, and reporting requirements.	Y
4.1.3 Written Design of Web-Based Data Collection System (31 – 60 calendar days after contract start date).	
4.1.3.1 Vendor will complete a written design (blueprint) for the webbased performance and case management system based upon the conceptual design phase and provide copies to OMCFH for review and approval. During the written design phase, vendor will communicate with OMCFH as often as necessary by telephone and will provide progress reports to OMCFH via email every two weeks.	Y
4.1.4 Development of Web-Based Data Collection System (61 – 150 calendar days after	

contract start date).	
4.1.4.1 Vendor will use the OMCFH approved written design to develop/implement the web-based performance and case management system to support the coordination and integration of information and services for CYSHCN.	Y
4.1.5 Training (151 – 240 calendar days after contract start date).	
4.1.5.1 Vendor will provide at least one (1) train-the-trainer workshop for the CSHCN administration team at 350 Capitol Street, Charleston, West Virginia 25301. Vendor will be responsible for all costs incurred for its staff to attend the session; including travel expenses, lodging and meal.	Y
4.1.5.2 Vendor will develop and provide the following training materials for OMCFH approval. <ul style="list-style-type: none"> • 4.1.5.2.1 Advanced User and Basic User Training Guides with step-by-step instructions (in PDF format) for using the web-based data collection system and generating reports. • 4.1.5.2.2 Basic User Training Webinar that includes step-by-step instructions for using the web-based data collection system and generating reports. Webinar will become the property of OMCFH upon delivery; be hosted on OMCFH’s website; and will be used as a refresher course tool. • 4.1.5.2.3 Advance User Training Webinar that includes step-bystep instructions for system development. Webinar will become the property of OMCFH upon delivery and will be hosted on OMCFH’s website. 	Y
4.1.6 Go-Live for CYSHCN (241 – 270 calendar days after contract start date)	
4.1.6.1 Vendor will make software available live on its website at which time the WV Office of Technology will link it to OMCFH’s website resulting in it being available for full use by OMCFH and authorized local pediatric provider users. All data captured will be owned by OMCFH.	Y
<p>Vendor will provide all software source codes or escrow (at vendor’s expense) all software source codes to ensure that the State obtains access to the software source codes should the maintenance of the software cannot otherwise be assured.</p> <p>Any escrow agreement will be between the vendor, the OMCFH and the escrow agent. After a mandatory verification by the OMCFH, the escrow agent will hold all software source codes.</p> <p>At the moment the vendor can no longer guarantee business continuity, the escrow agent will ensure that the software source codes are released to the OMCFH.</p>	

4.1.7 Maintenance, Support, and Upgrades (Year 1)	
4.1.7.1 Vendor will provide live, toll-free support (Monday through Friday from 8:00am to 8:00pm EST) to all authorized users throughout the life of the contract.	Y
4.1.7.2 Vendor will provide maintenance and will include all upgrades of the web-based data system (specific to the license purchased) to CYSHCN. Upgrades will be based only upon the data referenced in Section 4.1.1 and/or Attachment_2 "Business Requirements Document" of this RFQ.	Y
4.1.7.3 Vendor will provide access for all registered users to web-based software trainings offered no less than weekly for the duration of the contract.	Y
4.1.7.4 Vendor will develop and maintain updates to an established project timeline with anticipated completion dates (see 4.1.3.1 for more detail).	Y
4.1.8 Maintenance, Support, and Upgrades (Optional Renewal Year 2)	
4.1.8.1 Vendor will provide live, toll-free support (Monday through Friday from 8:00am to 8:00pm EST) to all authorized users throughout the life of the contract.	Y
4.1.8.2 Vendor will provide maintenance and will include all upgrades of the web-based data system (specific to the license purchased) to CYSHCN. Upgrades will be based only upon the data referenced in Section 4.1.1 and/or Attachment_2 "Business Requirements Document" of this RFQ.	Y
4.1.8.3 Vendor will provide access for all registered users to webbased software trainings offered no less than weekly for the duration of the contract.	Y
4.1.8.4 Vendor will develop and maintain updates to a project timeline with anticipated completion dates (see 4.1.3.1 for more detail).	Y
4.1.9 Maintenance, Support, and Upgrades (Optional Renewal Year 3)	
4.1.9.1 Vendor will provide live, toll-free support (Monday through Friday from 8:00am to 8:00pm EST) to all authorized users throughout the life of the contract.	Y
4.1.9.2 Vendor will provide maintenance and will include all upgrades of the web-based data system (specific to the license purchased) to CYSHCN. Upgrades will be based only upon the data referenced in Section 4.1.1 and/or Attachment_2 "Business Requirements Document" of this RFQ.	Y
4.1.9.3 Vendor will provide access for all registered users to web-based software trainings offered no less than weekly for the duration of the contract.	Y

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4.1.9.4 Vendor will develop and maintain updates to a project timeline with anticipated completion dates (see 4.1.3.1 for more detail).	Y
4.1.10 Maintenance, Support, and Upgrades (Optional Renewal Year 4)	
4.1.10.1 Vendor will provide live, toll-free support (Monday through Friday from 8:00am to 8:00pm EST) to all authorized users throughout the life of the contract.	Y
4.1.10.2 Vendor will provide maintenance and will include all upgrades of the web-based data system (specific to the license purchased) to CYSHCN. Upgrades will be based only upon the data referenced in Section 4.1.1 and/or Attachment_2 "Business Requirements Document" of this RFQ.	Y
4.1.10.3 Vendor will provide access for all registered users to webbased software trainings offered no less than weekly for the duration of the contract.	Y
4.1.10.4 Vendor will develop and maintain updates to a project timeline with anticipated completion dates (see 4.1.3.1 for more detail).	Y

NO.1NC

Project Overview, SOW, Pricing, and Schedule

Pricing

Pricing information is on the following page on the supplied form.

**EXHIBIT A
PRICING PAGE**

**REQUEST FOR QUOTATION
CRFQ 0506 MCH160000003**

Contract Item#	Description	Quantity	Unit Price	Extended Price
4.1.2	Conceptual Design of web-based performance and case management system to support the coordination and integration of information and services for CYSHCN (Month 1).	1	\$ <u>15,188</u>	\$ <u>15,188</u>
4.1.3	Written Design of Web-Based Data Collection System (Months 1-2).	1	\$ <u>90,639</u>	\$ <u>90,639</u>
4.1.4	Development of Web Based Data Collection System (Months 2-5).	1	\$ <u>476,766</u>	\$ <u>476,766</u>
4.1.5	Training (Months 6-8).	1	\$ <u>23,400</u>	\$ <u>23,400</u>
4.1.6	Go-Live for CYSHCN (Month 9)	1	\$ <u>2,700</u>	\$ <u>2,700</u>
4.1.7	Maintenance, Support and Upgrades (Year 1)	1	\$ <u>172,351</u>	\$ <u>172,351</u>
4.1.8	Maintenance, Support and Upgrades (Year 2)*	1	\$ <u>110,588</u>	\$ <u>110,588</u>
4.1.9	Maintenance, Support and Upgrades (Year 3)*	1	\$ <u>110,588</u>	\$ <u>110,588</u>
4.1.10	Maintenance, Support and Upgrades (Year 4)*	1	\$ <u>110,588</u>	\$ <u>110,588</u>

**EXHIBIT A
PRICING PAGE**

**REQUEST FOR QUOTATION
CRFQ 0506 MCH1600000003**

			<u>Grand Total Price</u>	\$ 1,112,808
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*Contract will be issued for only the Year one (1) costs. Optional contract renewals for Maintenance, Support, and Upgrades for Year two (Y2), Year three (Y3), and Year four (Y4) will be included in the Grand Total Price cost for bid evaluation only and will be added annually by Change Order upon mutual agreement between the Agency and the successful bidder.

Contract will be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall Total Bid Amount.

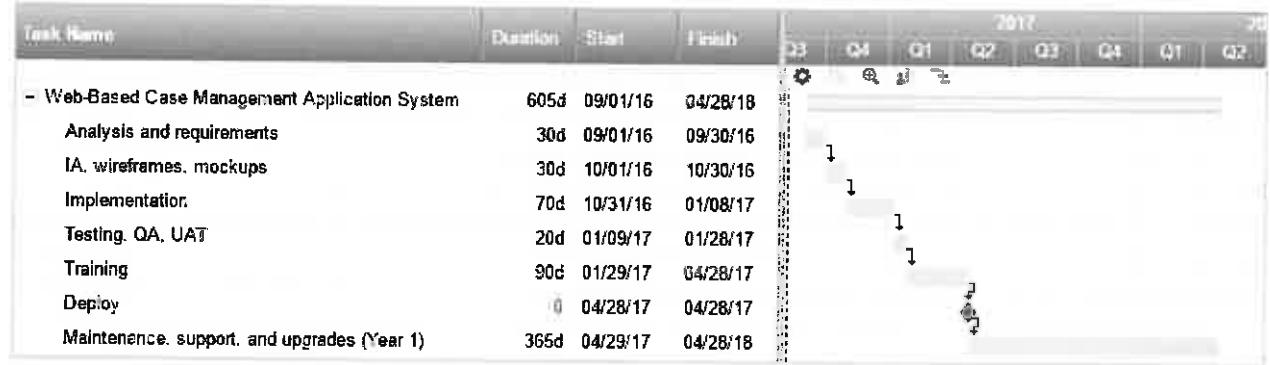
Delivery of orders will be F.O.B. Destination.

Vendor Name:	No.Inc LLC
Physical Address:	3600 Clipper Mill Rd. Suite 440 Baltimore, MD 21211
Remit to Address:	3600 Clipper Mill Rd. Suite 440 Baltimore, MD 21211
Telephone:	410-332-0041
Fax:	410-332-0042
Email:	james@noinc.com
Vendor Representative (print name):	James Hagen

Signature: 	Date: 8/6/2016
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Project Overview, SOW, Pricing, and Schedule

Project Schedule



No.Inc Company Overview

No.Inc Company Overview

Company Information

No.inc is a Limited Liability Company (LLC) incorporated in Maryland. The company has been in business since April of 2000. It is owned 50%/50% by James Hagen and Andrew Spangler.

- a) No.inc is incorporated in Maryland. A certificate of good standing issued from the state of Maryland on June 6, 2016 is attached.
- b) The Federal Employer Identification Number for No.Inc is: 52-2252235
- c) The principles of No.Inc:
 - i) James Hagen, President
 - ii) Andrew Spangler, Creative Director
- d) No.Inc has every employee sign the following Drug-Free Workplace Policy:
 - i) "It is the policy of the Company to create a drug-free workplace. The use of controlled substances is inconsistent with the behavior expected of employees, subjects all employees and visitors to our facilities to unacceptable safety risks, and undermines the Company's ability to operate effectively and efficiently. In this connection, the unlawful manufacture, distribution, dispensation, possession, sale, or use of a controlled substance in the workplace or while engaged in Company business off the Company's premises is strictly prohibited. Such conduct is also prohibited during nonworking time to the extent that in the opinion of the Company, it impairs an employee's ability to perform on the job or threatens the reputation or integrity of the Company."
- e) Core contact:
 - James Hagen
 - President
 - james@noinc.com
 - Phone: 410-332-0041
 - Fax: 410-332-0042
- f) No.Inc's corporate office:
 - 3600 Clipper Mill Rd.
 - Suite 440
 - Baltimore, MD 21211
- g) No.Inc has been in business for 16 years
- h) No.Inc website: www.noinc.com

No.Inc Company Overview

Core Capabilities

No.Inc has a long, extensive, and deep experience developing enterprise software for state and local agencies. This experience provides a strategic advantage for the company's relationship with OMCFH. Our solutions are in place in Maryland, Georgia, Ohio, Connecticut, Tennessee, Washington DC, and Michigan. They range from mobile apps, to fully featured enterprise systems with hundreds of thousands of users.

Many of the projects taken on by the company are undertaken with like-minded thought leaders in education and educational technology. The approach to each project is to seek the best ways to build the future into the solution—both in terms of technology and strategy. Every project includes extensive discovery, a time when the culture, language, and needs of the client are analyzed and understood. Development happens in collaborative teams, seeking input and providing guidance in equal measure as solutions are recommended and prototypes are tested. The company's deep understanding of technology means that when it comes time to go live, the solutions are ready to ramp up quickly, no matter what the requirements.

Skills:

- Product development
- Full SDLC
- User research
 - Field Research, Focus Groups, Interviews, Surveys, Usability Testing
- Design
 - Information architecture, User, experience design, User interface design, Accessibility, Prototyping
- Full-stack web development
- Technical architecture
- Scalability and optimization
- Front-end code development
 - HTML 5, CSS 3, Responsive, Bootstrap, Angular JS, Javascript, jQuery
- Back-end code development
 - PHP, .NET, Ruby, Python, Perl, Node JS, SQL, Objective C, Java, Memcache, Linux, Visual Basic, Basic, Pascal, Unity, C, C++, HipHop, WordPress, Symfony
- Database development
- Quality Assurance Testing
 - Unit Testing, Integration Testing, Component Interface Testing, System Testing, User Acceptance Testing
- Documentation
- Deployments and systems administration
 - AWS, Azure
- Support
- Maintenance

No.Inc Company Overview

Awards

Adobe Showcase Site of the Day

TidalTV

Peabody Institute Website

Baltimore Addys

No.inc Christmas Card, Silver, Self-Promotion Interactive

Centro Watt Website, Silver, Business-to-Business

Baltimore Area Convention and Visitors Association Super Stuffed Summer Promotion, Gold, Online Micro or Mini Sites

Baltimore Area Convention and Visitors Association Winter Weekend Getaway Promotion, Gold, Interactive Campaign

Mrs. Paul's Fish N' Dips, Gold, Mini-site

No.inc Holiday Card, Gold, Self-Promotion

Santa Clara University Mini-site, Gold, Business-to-Consumer

SurroudArt Website, Silver, Business-to-Business

No.inc Website, Gold, Business-to-Business

Baltimore Business Journal

No.inc, Baltimore's Biggest Web Design Firms

No.inc, Baltimore's Most Philanthropic Companies

Baltimore Magazine

No.inc, Best Web Designers

Communicator: International Academy of Visual Arts and Sciences

Advertising.com Corporate Website, Silver

Creativity Annual

Advertising.com Corporate Website, Silver, Website B2B

Davey Awards: International Academy of Visual Arts and Sciences

Advertising.com Corporate Website, Silver, Websites – Professional Services

International Council of Shopping Centers Maxi Awards

Centro Properties Group Portfolio Management System, Gold, Revenue Impact

International Web Page Awards

No.inc Website, Creative Excellence

London International Advertising Awards

No.inc Website, Finalist, Self-Promotion

OMNI Intermedia Awards

Administrative Office of U.S. Courts Understanding the Federal Courts Website, Bronze, Government

Jemicy School Website, Bronze, Education

No.inc Portfolio CD-ROM, Silver, Self-Promotion

eVenues Sales CD-ROM, Bronze, Retail

David Ashton and Associates Website, Bronze, External Communications

Robert Rytter and Associates Website, Bronze, External Communications

Lion Brothers Website, Bronze, External Communications

B&B Welding Company Website, Bronze, External Communications

Summit Creative Awards

Peabody Institute Website, Silver, Non-Profit / Government Website

The Rouse Company Website, Bronze, Business-to-Business Website – Image

Baltimore School for the Arts Website, Bronze, Consumer Informational

Web Marketing Association Web Awards

TidalTV, Outstanding Website, Television

Advertising.com Corporate Website, Outstanding Website, Business-to-Business

No.Inc Owner Bios

James Hagen

President & Director of Analysis Services



Jim co-founded No.Inc with Andy Spangler in 2000 as a consulting firm focused on providing interactive strategy and solutions for such clients as AOL, Advertising.com, Coca-Cola, Johns Hopkins University, Laureate Education, the Smithsonian Institution, and Pearson Learning.

Responsible for defining the company's customer engagement process, project management practices, financial strategy, and business operations systems, Jim has led the effort to grow No.Inc into a full-service EdTech software development firm. Jim has created numerous award-winning solutions with such technology leaders as Advertising.com, TidalTV.com, and Johns Hopkins University. He received his BFA from the Maryland Institute College of Art. In his spare time he teaches interactive design at Johns Hopkins and races sailboats in the Chesapeake Bay.

Andy Spangler

Creative Director & Director of Design Services



Co-founder Andy Spangler oversees the shared creative vision between No.Inc and its clients. His 20 plus years of related experience include digital communications, post-production, animation, social media, information architecture, and online games.

Prior to co-founding No.Inc with Jim Hagen, Andy served as creative lead on projects for numerous international corporations including MTV, the Nature Conservancy, and British Telecom, among others. He directed the creative process for a collection of online demos for Verizon Communications that were integral to Verizon's rollout of a new Enterprise Center Dashboard servicing millions of users and requiring translation into nine languages including Chinese and Japanese. He brings seasoned expertise in keys areas such as rich media and interaction design, and his work has been showcased in publications such as Vogue, Shift (Japan), and Elements of Web Design by Peach Pit Press.

No.Inc Company Overview

Key Personnel

The vast majority of the No.Inc team has long, extensive, and deep experience designing and developing educational technology.

Name and Title	Experience	Skills	Customers
James Hagen President & Director of Analysis Services	17 years of educational technology projects: IEP, IFSP, PD Learning Platform, Portfolio-Based Assessment System, Daycare Quality Rating & Improvement System, Teacher Observation and Evaluation Tool, Classroom Scenario Simulator, Student Progress Monitoring, Professional Development Credentialing Assessment System, Learning Content Management System, Learning Community System, Longitudinal Student Data System	Business Analysis User Experience Design Information Architecture Project Management	Maryland State Department of Education, Johns Hopkins University, Ohio Department of Education, Maryland Business Roundtable for Education, IMS Global Learning Consortium, Pearson Learning
Andrew Spangler Creative Director & Director of Design Services	17 years of educational technology projects: Kindergarten Entry Assessment, Early Education Formative Assessment, Orthopedic Teaching Tool, STEM Teacher and Professional Community, STEM Career Planning Tool	User Experience Design User Interface Design Project Management	Maryland State Department of Education, Johns Hopkins University, Ohio Department of Education, Maryland Business Roundtable for Education, National Space Grant Foundation
Julius Moore Lead Engineer and Director of Technology Services	13 years of educational technology projects: Early Education Formative Assessment, Daycare Quality Rating & Improvement System, Portfolio-Based Assessment System	Front-End Development Mobile Development Back-End Development JavaScript, Java, C, C++, Visual BASIC, BASIC, HTML 5, Pascal, TCL Script, ASP.net, SQL Script, ColdFusion MX 7, PHP, Unity3D, Node.js, Eclipse, Git, Symfony	Maryland State Department of Education, Johns Hopkins University, Ohio Department of Education, Howard County Public School System, University of Maryland Baltimore County
Bryan Henry Enterprise Architect	3 years of educational technology projects: IEP, IFSP, PD Learning Platform, Portfolio-Based Assessment	PHP, Perl, HTML 5, CSS 3, JavaScript, Angular JS, Shell	Maryland State Department of Education,

	System, Daycare Quality Rating & Improvement System, Professional Development Credentialing Assessment System, Learning Content Management System, Learning Community System	Scripting, jQuery, Java, GTK, SQL, MySQL, Memcache, Linux, SSH, SSL, Visual Basic, C, C++, Git, CodeIgniter Web Framework, Zend Web Framework, Amazon Web Services, Network Administration, Arduino, CMR, HipHop, Word Press, Symfony	Johns Hopkins University, Ohio Department of Education, Maryland Business Roundtable for Education, IMS Global Learning Consortium, Pearson Learning
Mario Garcia Engineer	AdTech systems, BioTech systems, EdTech Systems	Front-End Development Mobile Development Back-End Development JavaScript, Java, C, C++, Visual BASIC, BASIC, HTML 5, Pascal, TCL Script, ASP.net, SQL Script, ColdFusion MX 7, PHP, Unity3D, Node.js, Eclipse, Git, Symfony	Videology, CSC/42Six, BioFortis
Matthew Hall Business Analyst & Programmer	10 years of educational technology projects: IEP, IFSP, PD Learning Platform, Portfolio-Based Assessment System, Daycare Quality Rating & Improvement System, Teacher Observation and Evaluation Tool, Classroom Scenario Simulator, Student Progress Monitoring, Professional Development Credentialing Assessment System, Learning Content Management System, Learning Community System, Longitudinal Student Data System	PHP, HTML 5, CSS 3, JavaScript, Angular JS, Section 508, WCAG, ARIA, Shell Scripting, jQuery, SQL, MySQL, Memcache, Linux, SSH, SSL, Git, Amazon Web Services, Network Administration, Symfony	Maryland State Department of Education, Johns Hopkins University, Ohio Department of Education, Maryland Business Roundtable for Education, IMS Global Learning Consortium, Pearson Learning
Kate Ryabtseva Engineer	3 years of educational technology projects: PD Learning Platform, Portfolio-Based Assessment System, Daycare Quality Rating & Improvement System	PHP, HTML 5, CSS 3, JavaScript, Angular JS, Shell Scripting, jQuery, SQL, MySQL, Memcache, Linux, SSH, SSL, Git, Amazon Web Services, Network Administration, Symfony	Maryland State Department of Education, Johns Hopkins University, Ohio Department of Education

Matty Woodruff Engineer	2 years of educational technology projects: IFSP, Portfolio-Based Assessment System, Daycare Quality Rating & Improvement System	PHP, HTML 5, CSS 3, JavaScript, Angular JS, Shell Scripting, jQuery, SQL, MySQL, Memcache, Linux, SSH, SSL, Git, Amazon Web Services, Network Administration, Symfony	Maryland State Department of Education, Johns Hopkins University, Ohio Department of Education
John Eubank Engineer	1 month of educational technology projects: Portfolio-Based Assessment System, Daycare Quality Rating & Improvement System	MySQL, PostgreSQL, SQLite, MongoDB, PHP, PHPUnit, API Requests, JavaScript – JQuery, JSON, HTML5, Smarty Templates, CSS3 – Responsive design, Command Line & Git Version Control	Maryland State Department of Education, Johns Hopkins University

No.Inc Company Overview

References

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Case Studies

The following case studies represent custom software solutions developed by No.Inc that are most closely related to the solution specified by OMCFH.

Maryland EXCELS

Maryland EXCELS was developed as a case management system for the state to manage day care and early education providers. Provider data and program participation are managed using custom workflows used by program coordinators, volunteer evaluators, providers, and state administrators.

Kindergarten Readiness Assessment (KRA)

The KRA is used in five states to formally assess all kindergarteners during their first six weeks of school. Data is managed by local data managers using powerful, intuitive tools for importing, extracting, and managing student, teacher, and enrollment data.

Early Learning Assessment (ELA)

The ELA is used in five states to informally assess early learners ages three to six. Data is managed by local data managers using powerful, intuitive tools for importing, extracting, and managing student, teacher, and enrollment data.

TidalHeath

TidalHealth was developed as a HIPAA compliant, personal healthcare information management tool for caregivers such as children of aging adults or parents of children with special healthcare needs.

Maryland IFSP Referral App

The IFSP Referral App was developed as a HIPAA compliant mobile app that allows parents, caregivers, and service providers to refer and track services for children with special healthcare needs.

Student Compass

Student Compass is a wraparound tool for Maryland's IEP and IFSP allowing student goals to be aligned with intervention and curriculum data and be tracked in a granular way. Student Compass also includes a wizard guided reporting tool that allows a user to select a dataset, apply filters, and split a population based on attributes. This tool is used to generate visual reports and dashboards.

Special Education Transition Portfolio

The Special Education Transition Portfolio takes a portfolio-based assessment approach toward preparing special education students for their transition out of special education.

Maryland's Online IEP

The system is used to manage, plan, and document the Individualized Education Program for special education students. Multiple user roles (case managers, administrators, specialists, teachers, and parents) utilize the system in classroom environments, administrative planning sessions, and during IEP meetings.

Maryland's Online IFSP

The system is used to collect and manage all data related to a family's IFSP. A child's services are planned and tracked using the system and several reports are generated that feed into other state systems.

NO.INC

Project Name

Maryland EXCELS

Quality Rating & Improvement System

Project Description

No.Inc partnered with Johns Hopkins University's Center for Technology in Education to plan, design, and develop the Quality Rating & Improvement System for Maryland (Maryland EXCELS). Serving more than 5,200 early childhood care providers across the state, the system is used daily by some 100 state quality assurance staff members and state QRIS administrators. The system helps participating early childhood care providers to continuously improve programs by working to meet improvement standards and best practices as defined by the state.

The Challenges

- Design a software system flexible enough to support a new process that would evolve
- Accommodate a business process developed in parallel with the software
- Accommodate a wide range of technical familiarity within audiences
- Integrated data from state licensing system

The Approach

- Elicit requirements from various stakeholder groups
- Pilot a prototype and conduct field tests to collect user feedback
- Build a flexible system that adapts to evolving process
- Publish ratings through a new Maryland EXCELS website and mobile app

The Results

- Participation in the state QRIS program has increased over 5,000%
- Highest reviewer to program ratio in the country due to the efficiency of an online process

Client

Johns Hopkins University, School of Education (JHU)
Maryland State Department of Education (MSDE)

Dates of Contract

June 2015 - January 2017

Project Manager

NO.INC

James Hagen

Consultant's Role and Level of Involvement

Product development, full SDLC, user research, information architecture, user experience design, user interface design, accessibility, technical architecture, scalability and optimization, prototyping, front-end code development, back-end code development, database development, automated testing, documentation, deployments, system administration, support, and maintenance.

Contact Person

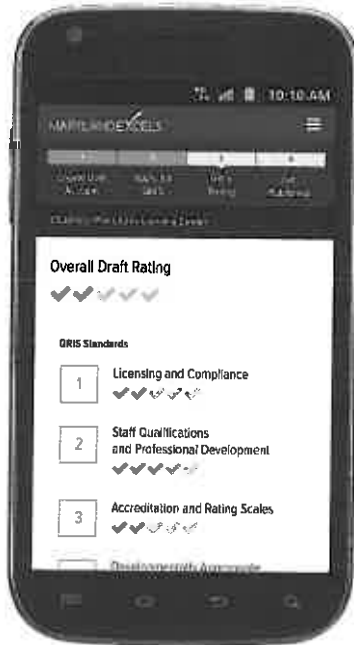
Dr. Chris Swanson, Johns Hopkins University

Present Status of the Engagement

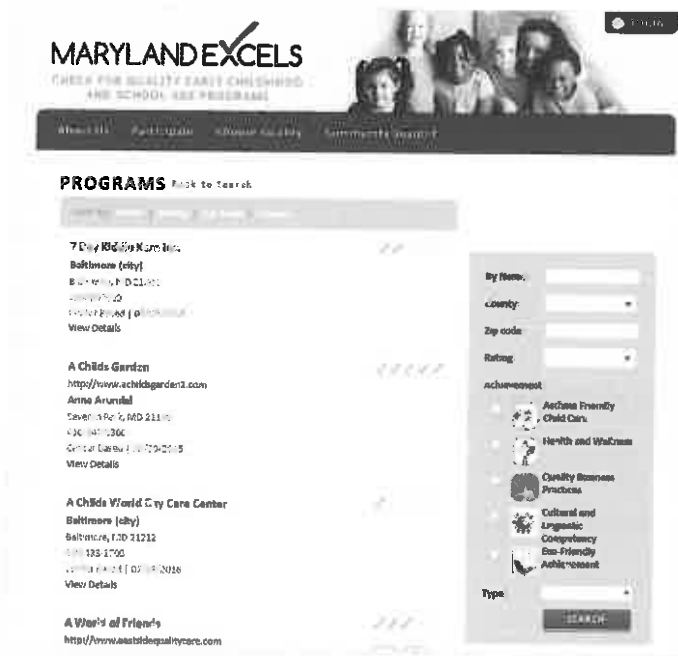
1.0 in fifth year of production. 2.0 in development.

Maryland EXCELS

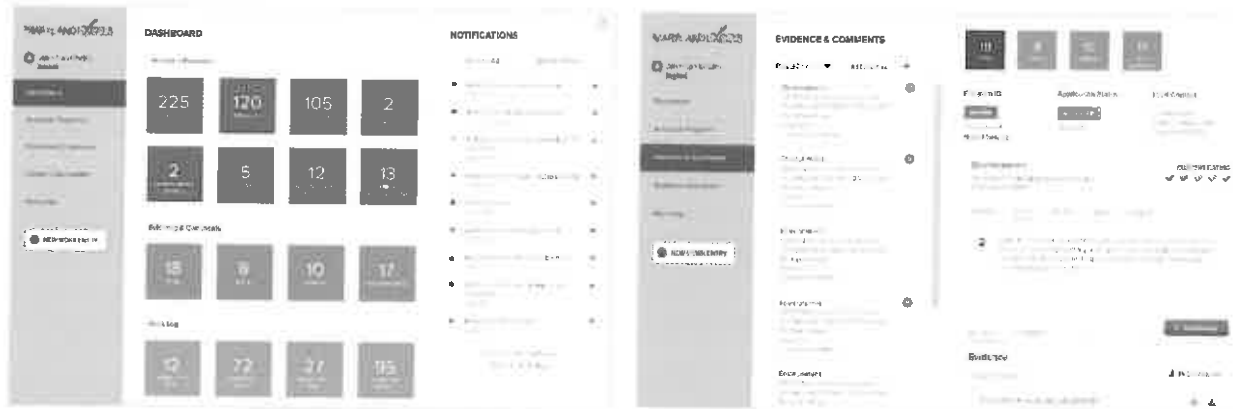
Responsive Mobile UI for Providers



Public Program Directory



Administration System



NO.1NC

Project Name

Kindergarten Readiness Assessment (KRA)

Summative Kindergarten Entry Assessment

Project Description

No.Inc partnered with Johns Hopkins University's Center for Technology in Education to plan, design, and develop the technology to support the Kindergarten Readiness Assessment for Maryland and Ohio. Administered to about 400,000 kindergarteners in multiple states, the assessment is used daily by more than 11,000 teachers and administrators. A combination of hands on mobile apps, teacher assisted activities, and observations are used to administer 50 items.

The Challenges

- Accommodate 10,000 concurrent users; currently total of 11,000 users and 400,000 students in system
- Rapidly implement nine cross-platform user interfaces including mobile iOS and Android
- Decentralize data management to respect school district autonomy
- Address wide range of audience technical familiarity
- Support an entirely new process without precedent

The Approach

- Gather requirements from multiple states and create a single system
- Pilot a prototype and collect user feedback
- Create scalable system using the Amazon Cloud
- Include interactive games developed for young children (iOS and Android)
- Provide sophisticated data management tools for loading and managing data by district
- Build a system flexible enough to adapt as the process evolves
- Utilize the Electronic Learning Community to provide integrated professional development

The Results

- Successful completion in multiple states in 2014 and 2015
- Baseline results reported in each state by subgroups

Client

Johns Hopkins University, School of Education (JHU)
Maryland State Department of Education (MSDE)

NO.1NC

Ohio Department of Education (ODE)

Dates of Contract

June 2014 - November 2016

Project Manager

Andrew Spangler

Consultant's Role and Level of Involvement

Product development, full SDLC, user research, information architecture, user experience design, user interface design, accessibility, technical architecture, scalability and optimization, prototyping, front-end code development, back-end code development, database development, automated testing, documentation, deployments, system administration, support, and maintenance.

Contact Person

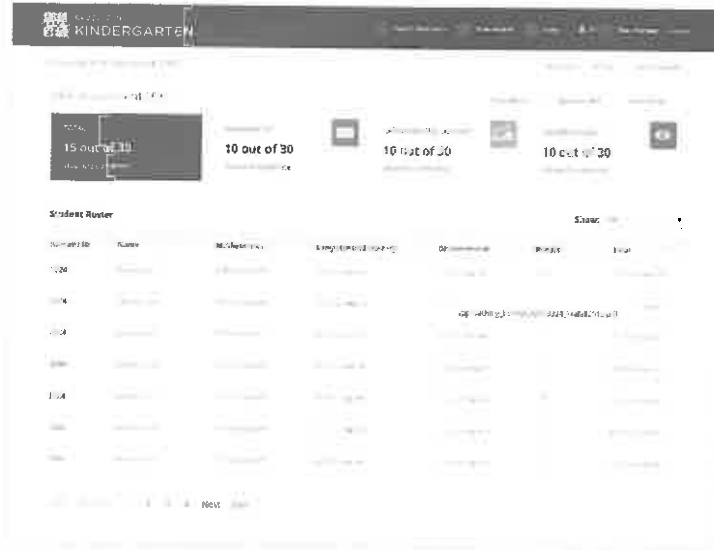
David Peloff, Johns Hopkins University

Present Status of the Engagement

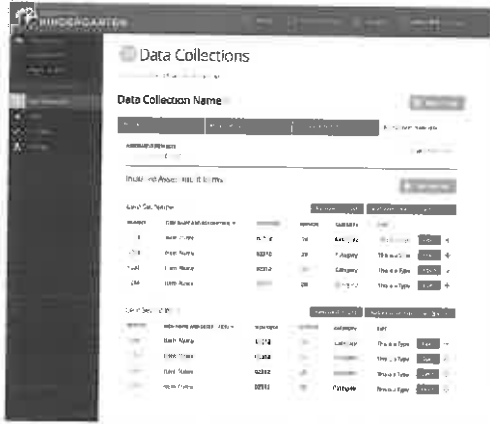
In third year of assessment administration

Kindergarten Readiness Assessment

Responsive Mobile UI - Teacher Facing User Interface



Admin Interface



Student Facing Mobile Interface



NO.1NC

Project Name

Early Learning Assessment

Early Education Formative Assessment

Project Description

No.Inc partnered with Johns Hopkins University's Center for Technology in Education to plan, design, and develop the technology to support the statewide Early Learning Assessment in Maryland and Ohio. The formative assessment will be administered to about 1,000,000 early learners across both states and will be used daily by over 20,000 teachers and administrators. Teachers plan, score, and collect artifacts on any combination of up to 50 items in a special activity workspace built into the solution.

The Challenges

- Collaborate with content experts, stakeholders, and decision makers
- Accommodate 10,000 concurrent users; total of 120,000 users and 1,000,000 students in system
- Meet special education requirements regarding Child Outcomes Summary
- Decentralize data management to respect school district autonomy

The Approach

- Develop a cross-platform mobile app using Unity (iOS and Android)
- Integrate with existing classroom process and flow using activity planner approach
- Speed data entry using recognizable browser based spreadsheet style data entry
- Build on platform developed for Kindergarten Readiness Assessment
- Gather requirements from both states and create one system
- Create scalable system using the Amazon Cloud (AWS)
- Provide sophisticated data management tools for loading and managing data by district

The Results

- Targeted implementation in both states for 2016
- An extremely useful and widely used tool for teachers that is useful in the classroom as well as at local and state agency levels

Client

Johns Hopkins University, School of Education (JHU)

Maryland State Department of Education (MSDE)

Ohio Department of Education (ODE)

NO.1NC

Dates of Contract

January 2015 - November 2016

Project Manager

Andrew Spangler

Consultant's Role and Level of Involvement

Product development, full SDLC, user research, information architecture, user experience design, user interface design, accessibility, technical architecture, scalability and optimization, prototyping, front-end code development, back-end code development, database development, automated testing, documentation, deployments, system administration, support, and maintenance.

Contact Person

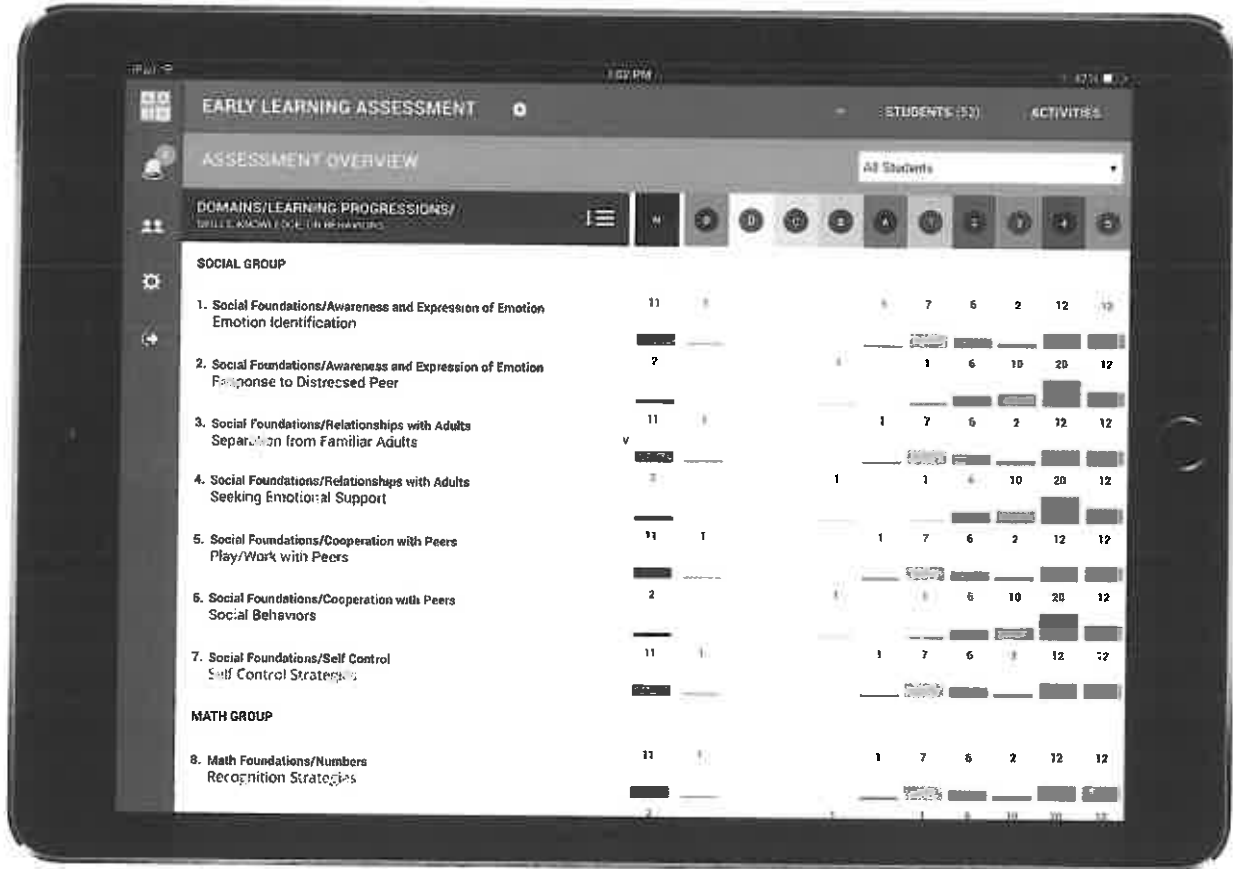
David Peloff, Johns Hopkins University

Present Status of the Engagement

Quality assurance testing and user acceptance testing, assessment administration in fall 2016

Early Learning Assessment

Teacher Facing Mobile User Interface



Project Name

TidalHealth

Personal Medical Information Management Solution for Families

Project Description

No.Inc partnered with TidalHealth to create a personal medical information management solution for families. Individuals use the system to manage their own medical information and caregivers use the system to manage medical information for their aging parent or child with special health care needs.

The system stores diagnosis, appointment, medication, allergy, immunization, and insurance information. Paper documents can be added to the system by fax using a personalized fax cover sheet that identifies the user using a QR code. Information can also be shared amongst physicians and caregivers using a patient driven consent system.

The Challenges

- Create a HIPAA compliant platform for storing and sharing personal medical information
- Allow for documents to be easily added to the system by physicians without asking them to create and manage their own accounts

The Approach

- Create a patient driven consent workflow for sharing and managing personal medical information
- Utilize existing workflows and tools available to physician practices to allow them to provide documentation

The Results

- A cloud-based platform for storing and sharing personal medical information
- Developed fax based technology for automatically identifying and matching user records with faxed documents

NO.1NC

Client

TidalHealth

Dates of Contract

June 2007 - January 2010

Project Manager

James Hagen

Consultant's Role and Level of Involvement

Product development, full SDLC, user research, information architecture, user experience design, user interface design, accessibility, technical architecture, scalability and optimization, prototyping, front-end code development, back-end code development, database development, automated testing, documentation, deployments, system administration, support, and maintenance.

Contact Person

Scott Ferber, TidalHealth

Present Status of the Engagement

Launched (TidalHealth closed as of 2012)

Profile

The screenshot shows the TidalHealth patient profile for James Hagen. The page includes a navigation bar with 'Dashboard', 'Profile', 'Reporting', 'Health Resources', and 'Account'. The profile section features a patient photo, name, and 'Add Profile'/'Delete Profile' buttons. A 'Doctors and visits' section lists Dr. Luke Grabowski, a Family Doctor, with a 'Checkup' status and a 'View all visits' link. An 'Insurance' section lists 'Health Maintenance Org' as the 'Care Plan'. On the right, there are sections for 'Medications', 'Diagnoses', and 'Allergies', each with an 'Add' button. A 'Lab and Test Results' section is partially visible on the left.

Diagnosis

The screenshot shows the 'Editing James's diagnosis' interface. It features a header with the patient's name and a 'Newly Added' badge. The main area contains a table with columns for 'Diagnosis', 'ICD-10 Code', and 'Status'. A sidebar on the left includes 'Add Diagnosis' and 'Add ICD-10 Code' buttons. The bottom of the screen shows a 'Save' button and a 'Cancel' button.

Family Tree

The screenshot shows the 'Family Tree' interface. It displays a visual representation of the patient's family members, including 'John Doe' and 'Dorothy Doe'. A 'Family Profile' section provides details for 'John Doe', including his name, birth date, gender, and contact information. A sidebar on the right contains a 'Family Tree' section with a 'Add to My Family Tree' button and a list of actions like 'Add to My Family Tree', 'Add to My Family Tree', and 'Add to My Family Tree'.

NO.INC

Project Name

IFSP Referral App

Mobile app for referring children to Maryland's IFSP program

Project Description

No.Inc partnered with Johns Hopkins University's Center for Technology in Education to create a mobile app that allows parents and physicians to create an online referral for Maryland's Individual Family Service Plan. The user can submit documents including assessment results, notes, and photos. Once submitted, the user receives updates about the referral.

The Challenges

- Create a HIPAA compliant platform for storing and sharing personal medical information about children
- Allow parents to fill out a shortened, quick form while allowing physicians to provide extensive, detailed information and documents
- Allow parents to receive a streamlined series of notifications about their one or two children while allowing physicians to receive notifications about dozens of patients
- Allow for MSDE staff to easily accept or decline referral from within the existing Maryland IFSP system

The Approach

- Create a mobile friendly, web-based application to be used by parents and physicians
- Make user registration optional to allow for maximum usage
- Allow for secure document upload
- Seamlessly integrate with Maryland's IFSP system using an API

The Results

- A cloud-based mobile application that serves the community and the state

NO.1NC

Client

Johns Hopkins University, School of Education (JHU)
Maryland State Department of Education (MSDE)

Dates of Contract

August 2015 - December 2016

Project Manager

James Hagen

Consultant's Role and Level of Involvement

Product development, full SDLC, user research, information architecture, user experience design, user interface design, accessibility, technical architecture, scalability and optimization, prototyping, front-end code development, back-end code development, database development, automated testing, documentation, deployments, system administration, support, and maintenance.

Contact Person

Dave Peloff, Johns Hopkins University

Present Status of the Engagement

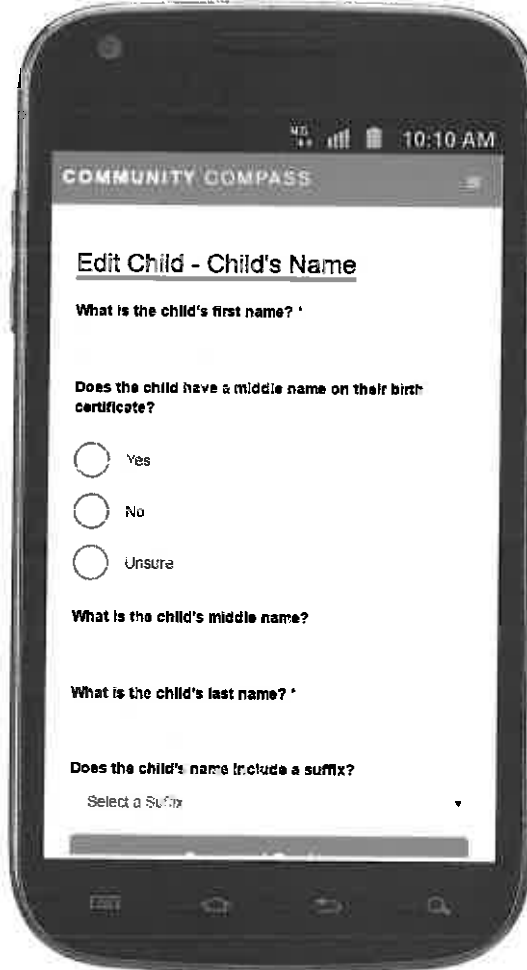
Under Development

IFSP Referral App

Dashboard



Referral Form



NO.INC

Project Name

Student Compass

Student Progress Monitoring Tool

Project Description

No.Inc partnered with Johns Hopkins University's Center for Technology in Education to create the user interface design for a learner-centric progress monitoring system that integrates with the state's Individualized Education Program (IEP) system, Individual Family Service Plan (IFSP) system, Child Outcomes Summary (COS) system, and Special Services Information System (SSIS). This instructional support tool allows teachers, case managers, and service providers to view and track the student's learning data from all of the integrated systems in one place. The most powerful feature of the tool is its ability to allow users to map student goals with curriculum, services, and interventions, and log progress on a timeline against a measurable target date and level of progress.

The reporting module includes a wizard based step-by-step guide for building reports on goal performance. The user interface allows the user to apply various population filters to track performance over time.

The Challenges

- Support several user groups with varying goals and tasks
- Make it easy enough to minimize significant classroom training
- Accommodate advanced and beginner users equally

The Approach

- Use case and task flow development
- Wireframe prototyping and design
- Develop high-fidelity prototype and design
- Build in user flexibility to accommodate experienced and new users

The Results

- Sleek, modern, and thoroughly professional UI design
- Wide adoption and plans to grow the tool

NO.1NC

Client

Johns Hopkins University, School of Education (JHU)
Maryland State Department of Education (MSDE)

Dates of Contract

March 2014 - July 2015

Project Manager

James Hagen

Consultant's Role and Level of Involvement

Product development, user research, information architecture, user experience design, user interface design, accessibility, prototyping, front-end code development, and documentation.

Contact Person

Giselle Patton, Johns Hopkins University

Present Status of the Engagement

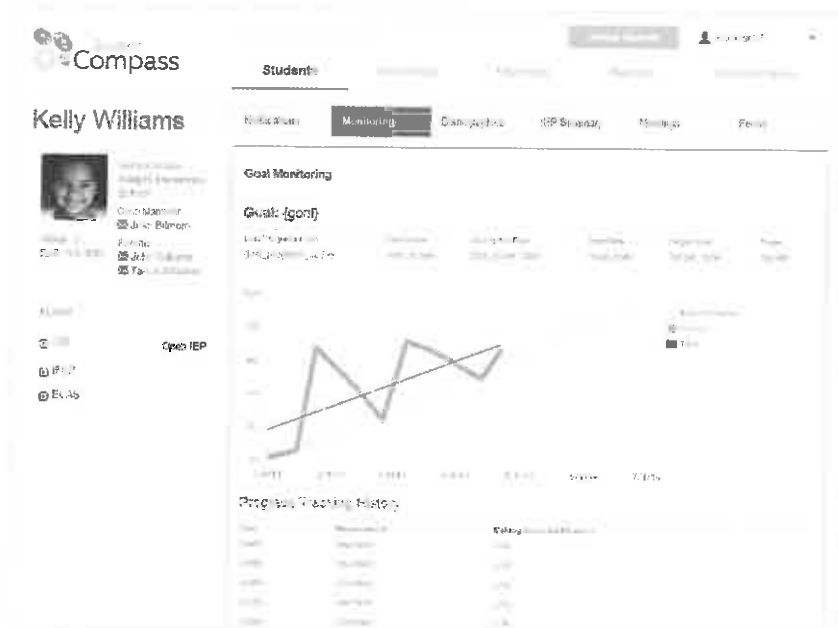
Launched

Student Compass

Responsive Mobile UI



Progress Monitoring: Goal Detail



Goal Reporting



Project Name

Special Education Transition Portfolio

Portfolio Based Assessment

Project Description

No.Inc partnered with Johns Hopkins University's Center for Technology in Education to plan, design, and develop a portfolio system for special education students. The Transition Portfolio is a learning tool that outlines a pathway toward the completion of student transition goals. Students submit artifacts (media, images, written work, etc.) in response to teacher assignments, and then work on those artifacts by collecting and responding to feedback from teachers, parents, and peers. Once the artifacts have been refined, students assemble public portfolios to share with others.

The Challenges

- Create a flexible online space for student use and curriculum delivery
- Accommodate students with disabilities
- Support various curriculum and transition pathways depending on learner type
- Provide easy-to-use interface to encourage teacher driven management

The Approach

- Take a universal design approach to make the system accessible by students with disabilities
- Implement responsive design for maximum usability on mobile devices
- Enhance student control by separating public portfolio from curricular work

The Results

- Pilot launch fall 2015
- Special Education Transition Portfolio system available to all Maryland transition students beginning 2016

Client

Johns Hopkins University, School of Education (JHU)

Maryland State Department of Education (MSDE)

Dates of Contract

January 2015 - August 2016

Project Manager

James Hagen

Consultant's Role and Level of Involvement

Product development, full SDLC, user research, information architecture, user experience design, user interface design, accessibility, technical architecture, scalability and optimization, prototyping, front-end code development, back-end code development, database development, automated testing, documentation, deployments, system administration, support, and maintenance.

Contact Person

Giselle Patton, Johns Hopkins University

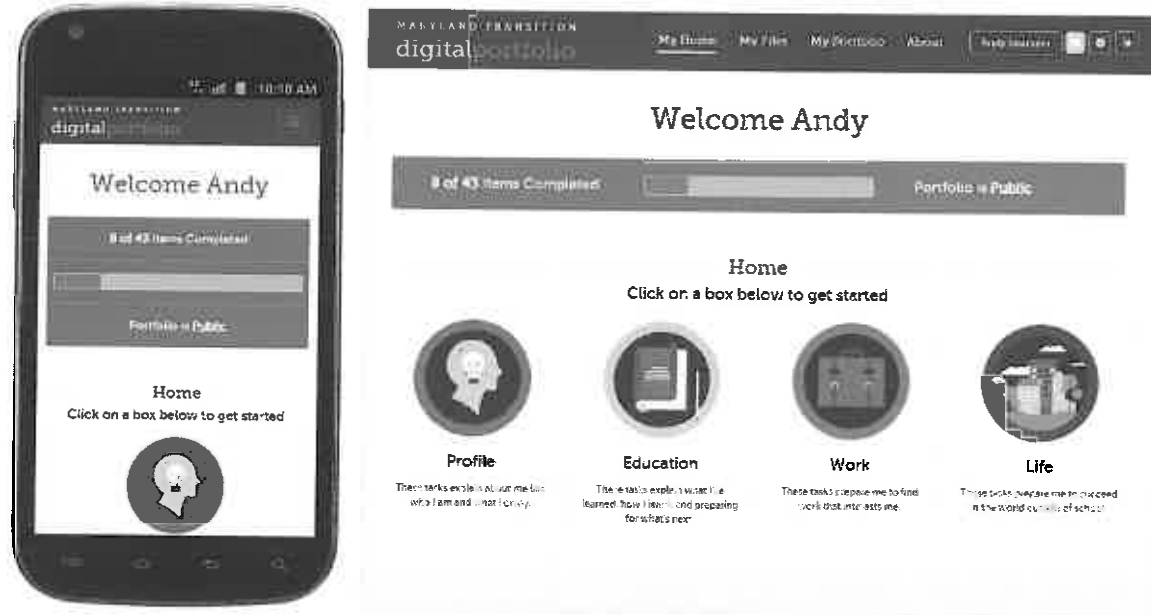
Present Status of the Engagement

Pilot v1.0 in four counties in Maryland

Quality assurance testing v2.0

Special Education Transition Portfolio

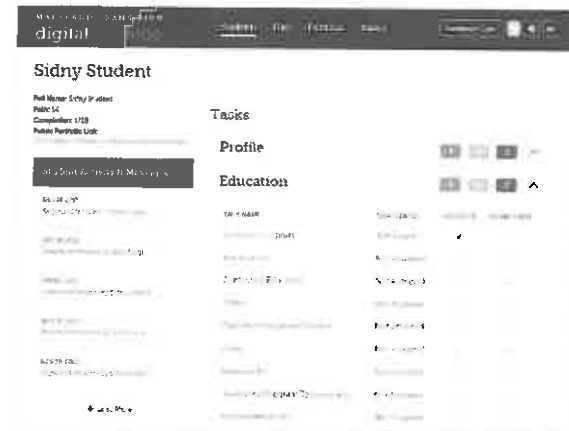
Responsive Mobile UI - Student Tasks



Task Artifact



Coordinator Admin



NO.INC

Project Name

Maryland's Online IEP

Individualized Education Program

Project Description

No.Inc partnered with Johns Hopkins University's Center for Technology in Education to create the user interface design of the Maryland IEP system. The system is used to manage, plan, and document the Individualized Education Program for special education students. Multiple user roles (case managers, administrators, specialists, teachers, and parents) utilize the system in classroom environments, administrative planning sessions, and during IEP meetings.

The Challenges

- Support several user groups with varying goals and tasks
- Make it easy enough to minimize significant classroom training
- Accommodate advanced and beginner users equally

The Approach

- Audit usability of existing system
- Use case and task flow development
- Wireframe prototyping and design
- Develop high fidelity prototype and design
- Produce template
- Build in user flexibility to accommodate experienced and new users

The Results

- Reduced errors and improved troubleshooting due to accurate mapping of workplace terminology to interface elements
- Sleek, modern, and thoroughly professional UI design

Client

**Johns Hopkins University, School of Education (JHU)
Maryland State Department of Education (MSDE)**

Dates of Contract

March 2014 - July 2015

Project Manager

NO.1NC

James Hagen

Consultant's Role and Level of Involvement

Product development, user research, information architecture, user experience design, user interface design, accessibility, prototyping, front-end code development, and documentation.

Contact Person

Giselle Patton, Johns Hopkins University

Present Status of the Engagement

Launched, providing user interface designs and prototypes for ongoing improvements.

Maryland's Online IEP

Case Management

The screenshot shows the 'Case Management' interface for a student named Kelly Williams. The top navigation bar includes 'Students', 'Monitoring', 'Demographics', 'IEP Summary', 'Meetings', and 'Forms'. The 'Meetings' tab is active, displaying 'Scheduled IEP Team Meetings'. A table lists several meetings with columns for 'DATE RANGE', 'Custom', 'THROUGH', and 'Apply'. Each meeting entry includes a calendar icon, a 'Send Notifications' checkbox, and an 'Edit Meeting' link. A '+ Schedule an IEP Meeting' button is located at the top right of the table. Below the table is the 'IEP Team' section, which includes an 'Add a Team Member' button and a table with columns for 'Name' and 'Type'.

IEP Goals

The screenshot shows the 'IEP Goals' interface. It features a sidebar with navigation options like 'IEP', 'IFSP', and 'ECAS'. The main content area displays a list of goals with columns for 'Goal ID', 'Goal Description', and 'Status'. A '+ Add Goal' button is visible at the bottom of the list.

Performance Summary

The screenshot shows the 'Performance Summary' interface. It displays a table with columns for 'Performance ID', 'Performance Description', 'Start Date', 'End Date', and 'Status'. A '+ Add Performance' button is located at the bottom right of the table.

NO.INC

Project Name

Maryland's Online IFSP
Individual Family Service Plan

Project Description

No.Inc partnered with Johns Hopkins University's Center for Technology in Education to plan and design the Maryland Individual Family Service Plan (IFSP) system. The system is used to collect and manage all data related to a family's IFSP. The user interface is designed to be simple and user friendly to accommodate the wide range of technical familiarity among the users. The tool proactively supports the user's workflow by validating the entered data in real time and auditing the plan before it is committed.

The Challenges

- Replace a legacy system widely understood by staff but requiring thorough modernization

The Approach

- Audit usability of existing system
- Use case and task flow development
- Prototype wireframes and design
- Prototype final version and template production

The Results

- Reduced errors and improved troubleshooting due to accurate mapping of workplace terminology to interface elements
- Sleek, modern, and thoroughly professional UI design

Client

Johns Hopkins University, School of Education (JHU)
Maryland State Department of Education (MSDE)

Dates of Contract

March 2010 - July 2011

Project Manager

James Hagen

Consultant's Role and Level of Involvement

Product development, user research, information architecture, user experience design, user interface design, accessibility, prototyping, front-end code development, and documentation.

Contact Person

Dr. Chris Swanson, Johns Hopkins University

Present Status of the Engagement

Launched, providing user interface designs and prototypes for ongoing improvements.

Maryland's Online IFSP

Development Outcomes Wizard

Early Childhood Intervention & Education
System of Services For Young Children With Disabilities and Their Families

Developmental Outcomes Wizard

Getting Started Review Typical Development Create Outcomes

Case: Jack Bauer

Chronological Age: 12m4d

[Back](#) [Skip This Section](#)

Review Typical Development

The child's present level of development is shown in blue. Typical development, based on the child's chronological age, is shown in green.

Indicates Present Levels of Development Indicates Typical Development

I PERSONAL & SOCIAL II LANGUAGE III COGNITIVE IV PHYSICAL HIGHLIGHT ADAPTIVE SKILLS

Birth-4 Months

1. Express comfort and discomfort, enjoyment and unhappiness in her environment
2. Calm herself
3. Show interest in familiar adults
4. Show awareness of other children
5. Demonstrate attachment to individuals

9-12 Months (change)

1. Start to show more independence*
2. Show interest in familiar adults
3. Show interest in other children
4. Show interest in unfamiliar adults
5. Calm himself

*Indicator may include adaptive behaviors

Next Step

Present Levels of Development

Early Childhood Intervention & Education

System of Services For Young Children With Disabilities and Their Families

Developmental Outcomes Wizard

Getting Started Review Typical Development Create Outcomes

Case: Jack Bauer

Chronological Age: 12m4d

Getting Started

Our users for the change start business will... (text partially obscured)

Outcomes answer the following questions:

- How does the child's current level of development compare to the typical level of development?
- How does the child's current level of development compare to the typical level of development?
- How does the child's current level of development compare to the typical level of development?
- How does the child's current level of development compare to the typical level of development?
- How does the child's current level of development compare to the typical level of development?

Tip to Guide Outcome Development

- How does the child's current level of development compare to the typical level of development?

Resources

Present Level of Development

COGNITION	Present Level of Development
COMMUNICATION	Present Level of Development
PHYSICAL OR MOTOR SKILLS	Present Level of Development
ADAPTIVE SKILLS	Present Level of Development
FINE MOTOR	Present Level of Development
COARSE MOTOR	Present Level of Development

Evaluate Present Levels of Development

Outcomes

Early Childhood Intervention & Education

System of Services For Young Children With Disabilities and Their Families

Developmental Outcomes Wizard

Getting Started Review Typical Development Create Outcomes

Case: Jack Bauer

Chronological Age: 12m4d

Create Outcomes

A separate Child and Family Outcomes form is completed for each outcome.

OUTCOME

How often does this happen?

Review Typical Development Target Five to Eight months (change) Domain: Personal and Social

- Express comfort and discomfort, enjoyment and unhappiness in her environment
- Calm herself
- Show interest in familiar adults
- Show awareness of other children
- Demonstrate attachment to individuals

STRATEGIES / ACTIVITIES / LEARNING OPPORTUNITIES

Resources

Quality Outcomes Checklist

Quality Outcomes Checklist

Quality Outcomes Checklist

Quality Outcomes Checklist

Quality Outcomes Checklist

Quality Outcomes Checklist

Quality Outcomes Checklist

Quality Outcomes Checklist

Quality Outcomes Checklist

Quality Outcomes Checklist

No.Inc Company Overview

Detailed Methodology

No.Inc uses a responsible, agile process that allows for flexibility in development, but with a clear definition of the work, a design vision, and a tangible set of defined deliverables. The process begins with discovery and design phases which are followed by an implementation phase that is broken up into two week sprints. When a new module or new version of the software is required, the discovery and design phases are cycled again. This may be a result of new business needs, user testing results, or customer feedback.

No.Inc is proposing the following approach for this project:

The discovery phase will begin with a project brief. Audiences will be documented with user personas and their expected needs and tasks will be documented with use case scenarios. Technical and business requirements will be collaboratively developed and documented. To a great extent, this has already been provided by OMCFH.

The design phase will begin with information architecture development. An iterative approach will then be taken as wireframes (written design blueprint) and visual design mockups are developed in close collaboration with the OMCFH team. Weekly iteration presentations will be made up of a status report, a review, and a feedback session.

The implementation phase is typically done in two week sprints. Each sprint includes a review and retrospective at the end. The team meets daily to communicate progress and collaborate. In-progress prototypes will be provided for review to OMCFH at the end of each sprint. The goal is to have live reviews, always be able to demo the existing state of the project, and quick iterations.

No.Inc Company Overview

Process

Discovery Phase

Together with OMCFH, No.Inc will work to refine the objectives and define a common vision for the project. The process will start with a kick off meeting where roles will be established, the project plan will be presented, and lines of communication will be defined. The following are the core deliverables for this phase:

Project Brief

No.Inc will work with OMCFH to fill out a project brief for the project. This document will drive all future work on the project, informing every decision. The following template will be used:

Project Brief Template

Project overview

- State general project information, goals, and relevant background information for the software and website. This paragraph should be a statement overview of the project as a whole.
 - What is the basic overview of the project?
 - What is the single purpose of the software and website?
 - What are the secondary goals of the software and website?
 - What are the long-term goals?

Audience definition

- Profile each target audience. Provide enough detail to enhance the understanding of who the audience is. Include some user demographic information.
 - Who is the target?
 - What do they care about?
 - And what do they do online on a daily basis?
- Who is your target audience? Define a typical user and profile in detail. Include occupation, age range, gender, online frequency, online activities and any other relevant information. Profile more than one if applicable.
 - What is a typical task the user might perform in the software and website?

Tone and perception guidelines for creative

- How do you want your target audience to respond to your product?
- What do we want them to think and feel?
- How will this new product and website help to achieve this goal?
- What adjectives can be used to describe the way the product, website, and company should be perceived?

Communication strategy

- How will we convince them?
- What is the overall message you are trying to convey to your target audience?
- How will you convey the overall message?
- How will you measure the success of the product and website?

Single minded message

- State a single-minded word or phrase will appropriately describe the product and website once it is launched.

User profiles and use case scenarios

Before jumping into the design phase, use cases will be explored for each user type and a user experience framework will be mapped out that best meets the user's perceptions and needs. This will help with the design of the application's structure (that is, the user's perception of the application's structure, also called a mental model) when the design phase begins. The deliverable here will be a series of workflow diagrams that map out how the tasks defined in the project brief will translate into user experiences.

Asset Inventory

During the discovery phase, No.Inc will undergo efforts to identify all content to be included in the system with the purpose of understanding the nature of each possible piece.

- Broad strokes will be taken to identify major topics and themes.
- Top-level categories will be established as a baseline for a content matrix.
- A content matrix will be created that tracks content needs.

Technical specifications

- Technical specifications will be created for specific target bandwidth, browsers, and platforms
- The specifications will be based on target audiences and latest statistical data for those audiences
- Accessibility requirements will be defined in detail

NO.1NC

- Permissions matrix (provided by OMCFH)
- Business requirements document (provided by OMCFH)

Design

The design phase will build on what was learned in the discovery phase. Think of the discovery phase as a question creating exercise for which the design phase provides answers.

Wireframes

Following the discovery phase, No.Inc will work with OMCFH to conduct several weeks of wireframe design exercises and present progress once a week. Wireframes are non-graphical layouts of the proposed user interfaces.

This step of the process will be broken up into rounds where the most important, core interfaces are focused on first and added to every week. This approach allows the most iterations on the most important screens.

Technical Design

- Determination of basic components / modules of system
 - Determine high-level architecture of system in terms of specific modules
 - Define roles of specific modules
- Final determination of hosting / middleware / database requirements

Visual Design

- The visual design will be executed once the wireframes are in place and approved
- Using the wireframes as a blueprint, visual design directions will be developed in stages, allowing for OMCFH feedback at the end of each iteration.

HTML/CSS Front End Build

- The front end build will be created once the visual design direction and extension have been created and are approved. The build will be tested for browser compatibility

Implementation

The implementation phase is typically done in two week sprints. Each sprint includes a review and retrospective at the end. The team meets daily to communicate progress and collaborate.

In-progress prototypes will be provided for review to OMCFH at the end of each sprint.

Implementation

- Perform necessary DBA (Database Administrator) duties for initial setup of database environment
- Configure middleware application server to connect to database

NO.1NC

- Configure necessary security/authentication measures for interaction with the database server
- Implement table structure developed in Technical Design

Development of functionality documented in Information Architecture

- Core programming (“coding”) work
- Integration work, as necessary, to enable functionality, as defined by scope, in 3rd party applications
- Use modular coding techniques and best practises for clean, easily maintained code

Quality assurance / compatibility testing

- Ensure application is as bug-free as possible through ad-hoc testing
- Perform formal QA process
 - Ensure compatibility on platforms determined in Technical Requirements
 - Develop test plan
 - Execute test plan in full functional testing round
 - To be repeated until an acceptably stable release is reached:
 - Patch release to address issues. Perform regression testing round.
 - A single QA pass will typically require 1-2 weeks, and 1-4 passes may be required

Coordination/configuration of production hosting environment

- Work closely with OMCFH to ensure preparations are made for launch of working application

Delivery/deployment

- Delivery of full source code for application in archive package
- Delivery of database “dump” of all data and structures necessary for configuration of production hosting environment
- Ensure proper operation of application within new hosting environment

Internal Training

Provide train-the-trainer workshop to select group of core OMCFH representatives

No.Inc Company Overview

Project Management Approach

No.Inc's project management approach is rooted in good communication and a proven design process that manages the decision making process in a structured yet flexible way.

Within a cycle, the momentum of the process builds upon each previous step. No.Inc requires decision making at every presentation stage so that criteria can be established for the next step. No.Inc uses a responsible, agile process that allows for flexibility in development, but with a clear definition of the work, a design vision, and a tangible set of defined deliverables. The process begins with discovery and design phases which are followed by an implementation phase that is broken up into two week sprints. When a new module or new version of the software is required, the discovery and design phases are cycled again. This may be a result of new business needs, user testing, or customer feedback.

No.Inc uses a platform called Confluence to streamline the process and ensure that all parties involved have access to deliverables and any presentation materials that may need feedback or approval.

A project manager will be assigned from No.Inc and will be responsible for owning the project plan, keeping communication open, and managing the deadlines and budget.

Key activities include:

- Project guidance and direction
- Status reports (using Confluence)
- Issue tracking (using JIRA)
- Project deliverables (using Confluence)
- Project plan progress monitoring (using Smartsheet)
- Project documentation (using Confluence)

No.Inc Company Overview

Change Management Strategy

No.Inc's development process is collaborative. It is designed to make room for new ideas and changes to existing ideas. Time is our only constraint. As changes are introduced into the scope of a project, the project manager will analyze the impact of the change and offer recommendations to the client.

The recommendations could include:

- Simply making the change with no change to timeline or budget (the most common!)
- Swapping out a planned feature or design with the new request with no change to timeline or budget
- Reprioritizing with no change to timeline or budget
- Modifying the project plan to accommodate the change with no change to budget
- Putting the change on a roadmap by introducing a second phase of work with its own timeline and budget

Compliance Information

Compliance Information

Qualification: Experience with care coordination for children with specialized needs

Please find the attached executed contract for the Maryland Quality Ratings and Improvement System. The overview for this project can also be found in the Case Studies section of this proposal.

Other executed contracts can be provided upon request for:

- **Maryland's IFSP**
 - Case management for children with special needs (ages 0-5)
- **Maryland's IFSP Referral App**
 - Case management for referrals for IFSP (ages 0-5)
- **Maryland's IEP**
 - Case management for children with special needs (ages 5-21)

1002504099

Supply Chain Shared
Services

SUMMARY SHEET FOR SHOPPING CART NO:

Basis for Vendor Selection

Price Competition

() Lowest Competitive Bid (summary of verbal or written quotations below)

Vendor	Class	Total Price	Vendor Class	Total Price

- () CCR _____
 () Best Available Pricing Based on JHU Contract/ Pricing Agreement/ Periodic Bid No _____
 () Government Contract Pricing: GSA () Other Federal () State of Maryland ()

Technical or Performance Competition

- () Evaluation of Technical Specifications for Available Vendors (Justification Attached)
 () Sole Source- No Other Known Vendor Able to Fulfill Requirement (Justification Attached)
 () Past Performance/ Current Availability from Alternate Vendors Unsatisfactory (Justification Attached)
 () Replacement or Repair Parts Only Available from OEM
 () Upgrade of Existing Item/ Compatible with Existing Item or System (Justification Attached)
 () Amendment/Renewal of Existing Order No. _____
 () Demonstration/Used Equipment Available at Substantial Discount
 () Reagents, Antibodies, Pharmaceuticals, or Similar Products Evaluated by Researcher
 () Proprietary Software / Data Format / Publication(s) required
 () Sub-Contract Arranged through Sponsored Research Office at: Homewood () Medicine () Public Health ()
 () Other: _____

Cost/Price Analysis (Must be completed for all non-competitively bid procurements)

Based on the following analysis, the prices quoted are considered fair and reasonable.

- () Discounted Pricing based on JHU Contract/ Government Contract/ Educational Pricing Structure
 () Price Comparison with Same or Similar Items on Recent Quotations / Prior PO: _____ 2000654577
 () Price Comparison with Published Price List/Catalog: \$ _____ Source & Date: _____
 () Price Comparison With Other Institution: _____ \$ _____ Date _____
 () JHU Market Price or Value Analysis: _____ Date _____

Review Documentation

- () Preacquisition Screening (Equipment Over \$50,000) Funding Source: General () Sponsored ()
 () Vendor License or Agreement Approved Approval, If Required: Dept. () or HRA ()
 () Safety Department Approval Business Class: Small () Minority () Woman () ANC () NIT ()
 () Debarment over \$30,000 Certification (Grants & Contracts) CCR () HUBZone () Veteran () Veteran Dsbl. ()
 () Debarment/Anti-Lobbying/Clean Air & Water Certification over \$100K (Grants & Contracts) New Vendor Verification ()
 () Software Addendum
 () Purchase Approved Over \$50,000

Notes

[Signature]
 (Director or Associate Director of Purchasing)
 Buyer _____ Date 3/14/11

INDEPENDENT COMPUTER TECHNOLOGY SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this 4 day of January, 2011 between No.inc (Vendor), and Johns Hopkins University (JHU), a Maryland Corporation whose principal place of business is 3400 N. Charles Street, Baltimore, Maryland, 21218. In consideration of the mutual promises contained herein, the parties agree as follows:

1. The Complete Name of Vendor is: No.inc, llc

Vendor's principal place of business is located at:

104 Water Street

Suite 300

Baltimore, MD 21202

Vendor is a: Corporation L.L.C. L.L.P.
 Partnership Limited Partnership
 Proprietorship Other Legal Entity: _____

State of Organization or Incorporation: MD

Employer's Identification Number or Tax I.D. Number: 52-2252235

2. During the term of the Agreement, Vendor agrees to provide professional data processing services to JHU which JHU may authorize, from time to time, by the execution of Work Orders as described in this Agreement. **VENDOR SHALL NOT BE OBLIGATED TO PROVIDE SERVICE UNTIL A WORK ORDER OR OTHER WRITTEN AUTHORIZATION HAS BEEN EXECUTED BY BOTH PARTIES IN ACCORDANCE WITH THIS AGREEMENT.**
3. Vendor agrees to provide services to JHU, and JHU agrees to accept said services and pay Vendor for same as follows:
- 3.1. PERSONNEL AND RATES.
- 3.1.1. If the Work Order provides for services to be performed on a time and materials basis, or for a fixed time, Vendor will provide to JHU the various categories of personnel specified at the rates specified in all Work Order(s) issued under and incorporated into this Agreement. Rates specified therein shall be effective for six months from the date of the Work Order(s), unless otherwise stated in the Work Order.
- 3.1.2. If the Work Order is a fixed price Work Order, Vendor shall specify the personnel to be used to perform the services requested.
- 3.1.3. JHU has the right of refusal or approval of people presented by Vendor, but such right shall be exercised reasonably, and Vendor shall be given reasonable discretion for Fixed Price Work Orders.

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- 3.1.3. JHU has the right of refusal or approval of people presented by Vendor, but such right shall be exercised reasonably, and Vendor shall be given reasonable discretion for Fixed Price Work Orders.

3.1.4. Work Orders may specify subcontractors or allow subcontractors to perform part of the work. In such event, any subcontractors must agree to be bound by the terms of this Agreement, particularly as to confidentiality and ownership of work produced, and Vendor shall be liable to JHU for any breach by any subcontractor retained by Vendor. Rates for subcontractors and overrides to Vendor for managing subcontractors, if any, shall be specified in the Work Order. JHU must approve all subcontractors.

3.2. DIRECTION AND CONTROL. Vendor shall be an independent contractor, and control the method and manner of performing the work to be completed. Vendor shall be responsible for supervision and control of any Vendor employees who perform services pursuant to a Work Order. All such persons shall be employees of Vendor and not of JHU. The responsibility for specification of the work to be performed and the specific services hereunder shall be exclusively that of JHU. The function and direction of Vendor personnel, and the services to be performed, will be detailed in the appropriate Work Order.

4. WORK ORDERS

4.1. FORM OF WORK ORDERS

4.1.1. Each Work Order shall be issued in accordance with the terms of this Agreement, and will contain, where required by JHU, estimate(s) of cost, time and/or funding limitations. All Work Orders or other forms of written authorization shall be subject to the terms and conditions set forth in this Agreement. In the event any conditions contained in a Work Order conflict with any terms, conditions, or clauses in this Agreement, the provisions of this Agreement shall govern, unless clearly and specifically stated otherwise in the Work Order, and specifically reviewed by and authorized by the JHU Office of General Counsel. In the event of an ambiguity between the Work Order and this Agreement, the terms of this Agreement shall control.

4.1.2. All Work Orders to be valid must contain detailed payment terms

- 4.2. Work Orders shall be written as Fixed Price, Fixed Time, or Time and Materials.
- 4.2.1. Fixed Price Work Orders shall specify a fixed price for which a specific task shall be performed to completion by a date certain. It shall be the responsibility of Vendor to complete the task and all of the deliverables for the price stated in the time required. Payments in Fixed Price Work Orders must be made only on the achievement of defined milestones, to be specified in the Work Order. Where appropriate, a small portion of the total cost may be paid on execution of the Work Order.
- 4.2.2. Fixed Time Work Orders shall specify one or more individuals whose services shall be provided to JHU for a fixed time at an agreed compensation rate. All Fixed Time Work Orders may be terminated by JHU on 30 days notice.
- 4.2.3. Time and Materials Work Orders shall specify the time and materials estimated to perform a specific task.
- 4.2.3.1. Estimated costs in Time and Materials Work Orders.
- 4.2.3.2. Estimated costs provided by Vendor, in Time and Materials Work Orders, which may be included at the request of JHU, are provided as a reasonable estimate of total cost, not as a fixed price.
- 4.2.3.3. Vendor will make a reasonable attempt to notify JHU as soon as practicable if it appears that the estimated cost will be exceeded. Vendor shall not be obligated to but may continue performance under any Work Order and may incur charges in excess of the total cost estimated, but not more than twenty-percent (20%) in excess, until an amendment is made to said Work Order and is approved in writing by JHU or a notice of termination has been received by Vendor.
- 4.2.3.4. Vendor shall in no circumstance exceed estimates by more than twenty-percent (20%) without an amendment to the Work Order. If Vendor exceeds estimates by more than twenty-percent (20%), without an amendment to increase said estimate, all charges in excess of the twenty-percent (20%) will be the responsibility of the Vendor.
- 4.2.3.5. Funding limits represent a not-to exceed amount. If included in a Time and Materials Work Order, a funding limit may not be exceeded without written authorization of JHU.

- 4.3. **ACTIVATION OF WORK ORDERS.** The following procedure will be followed to initiate and activate a Work Order under this Agreement.
- 4.3.1. Vendor or JHU will prepare a Work Statement on a Work Order and submit such form in duplicate, together with all appropriate technical attachments, to the other party for approval.
- 4.3.2. JHU upon its acceptance shall execute the Work Order and return one fully executed copy to Vendor.
- 4.3.3. A Work Order shall become effective only when signed by both parties.
- 4.4. **TIME REPORTS.** Time reports shall be required in Time and Materials Work Orders, and may be required in other Work Orders as agreed. Where time reports are required, Vendor shall prepare and submit to JHU, monthly or as otherwise specified in the Work Order, Time Reports showing the total number of hours worked for each of Vendor's employees performing services pursuant to the applicable Work Order. JHU shall review each Time Report and if believed correct, sign it and return it to the Vendor's designated staff member without undue delay. JHU's signature shall be a prerequisite to payment in Time and Materials Work Orders.
- 4.5. **PROJECT RELATED EXPENSES.** Where travel for Vendor personnel is approved on the Work Order by JHU, all necessary and reasonable travel expenses by Vendor personnel directly relating to any JHU project will be billed to JHU. Local mileage and other travel related expenses to and from the designated work site will not be allowed, unless specifically so provided in the Work Order. Any expenses for which Vendor seeks reimbursement must be pre-approved, but expenses as a class, such as mileage between work sites, may be specified and pre-approved in a Work Order.
5. **TERM OF AGREEMENT.** This Agreement will commence on the day first above written and remain in full force until terminated as provided for herein.
6. **INSURANCE AND LIABILITY.** Vendor agrees to carry the following insurance coverage during the term of this agreement:
- 6.1. Worker's compensation as required by the laws of the state in which the work is being performed.
- 6.2. Comprehensive general liability and property damage insurance with combined bodily injured and property damages limit of \$1,000,000 for each occurrence.
- 6.3. Fidelity bonding up to \$500,000 for claims arising from fraudulent or dishonest acts on the part of any Vendor employee. This requirement may be waived in a Work Order.

7. **INDEMNIFICATION.** Vendor hereby agrees that it will defend, at its own expense, any claim or suit brought against JHU by third parties (not affiliates of JHU) arising from or related to any act or omission of Vendor. Vendor further agrees to indemnify JHU against any award of damages and costs (including reasonable attorney's fees) made against JHU by a court of last resort arising from or related to any act or omission of Vendor. Indemnification of costs shall extend only to actual costs assessed. Vendor's obligation to indemnify JHU as set forth above is conditioned on JHU giving Vendor prompt written notice of all claims, providing reasonable cooperation in their investigation and defense, and permitting Vendor to defend JHU at Vendor's expense with legal counsel of Vendor's choice. Notwithstanding the above, Vendor will not be required to defend or indemnify JHU with respect to losses or expenses caused by JHU's own negligence or willful misconduct. In the event of claims combining indemnifiable and non-indemnifiable allegations, Vendor shall provide costs of defense, but remains obligated to pay only those damages assessed as the result of acts or omissions of Vendor.

8. CONFIDENTIALITY.

- 8.1. Confidential materials furnished by JHU relating to the performance of any Work Order, and JHU's software and hardware are the property of JHU and shall be treated as "confidential" (except such information and materials as may be established to be in the public domain) and shall not be disclosed to third parties by Vendor and its employees without JHU's prior approval.
- 8.2. Confidential materials furnished to JHU by Vendor relating to the performance of any Work Order, and Vendor's software and hardware are the property of Vendor and shall be treated as "confidential" (except such information and materials as may be established to be in the public domain) and shall not be disclosed to third parties by JHU and its employees without Vendor's prior approval. This shall not apply to materials necessary to operate the system supplied or information or materials which are necessary to be disclosed to maintain, repair or upgrade the system or software.
- 8.3. A party's Confidential Information shall not include information which: [a] is or becomes a part of the public domain through no act or omissions of the receiving party; [b] was in the receiving party's lawful possession prior to the disclosure and had not been obtained by the receiving party either directly or indirectly from the disclosing party; [c] is lawfully disclosed to the other party by a third party without restriction on disclosure; or [d] is independently developed by the receiving party. In the event that a receiving party receives a binding request from a governmental agency or court requiring disclosure of Confidential Information, the receiving party will notify the disclosing party in sufficient time to permit the disclosing party to object to and defend against the disclosure.

9. PERSONAL INFORMATION PROTECTION.

- 9.1. Vendor agrees to comply with Section 14-3503 of the Commercial Law Article of the Maryland Annotated Code by implementing and maintaining reasonable security procedures and practices that: (1) are appropriate to the nature of any personal information disclosed to the vendor by JHU; and (2) are reasonably designed to help protect such personal information from unauthorized access, use, modification, disclosure, or destruction.
- 9.2. Other Information Protection-- Vendor agrees to apply the same security procedures and practices listed in subsection 9.1 to protect restricted or proprietary data in the possession of JHU from unauthorized access, use, or disclosure. In furtherance of this obligation, if Vendor's services to JHU involve an expectation that stored data will be wiped or destroyed, Vendor will ensure that such stored data is completely removed and cannot be recovered.

10. SOURCE CODE AND OWNERSHIP RIGHTS.

- 10.1. Software or documentation developed by Vendor prior to this Agreement or developed by Vendor outside of this Agreement and used and/or modified by Vendor to fulfill its obligations under this Agreement will remain the property of Vendor. If Vendor incorporates Vendor developed software into programs developed for JHU, such software shall become a part of JHU's programs, and JHU shall have the full right to duplicate, distribute, copy, market, trade, sell, license, modify, reprogram or otherwise utilize JHU's programs, including Vendor's software, as JHU has with regard to other software developed exclusively for JHU, without any further permission or release from Vendor. Other than this complete non-exclusive license for full use of Vendor's software as part of JHU's programs, Vendor retains full rights in its prior developed software. JHU and its employees will treat as "confidential" all software or documentation referred to in this paragraph (except such information as may be established to be in the public domain) and shall not disclose to third parties any such Vendor information without Vendor's prior approval, except as reasonably necessary to develop, modify, utilize and market JHU's software.

- 10.2. Software, documentation and other materials, intellectual property and deliverables developed for JHU by Vendor personnel pursuant to this Agreement and any Work Orders, shall be owned by and shall be the exclusive property of JHU for use as a contribution to a collective work, and considered a "WORK MADE FOR HIRE" as that term is defined for copyright and other purposes. Vendor hereby assigns all copyrights, patents, service marks and trademarks of all software, documentation, and other products and materials developed pursuant to this Agreement finally and irrevocably to JHU; and Vendor agrees to execute any and all documents necessary to accomplish such assignment and/or to allow JHU to register any patent, service or trade mark, or copyright arising from the Work performed pursuant to this Agreement.
- 10.3. Upon termination or expiration of this Agreement, all software, documentation or materials belonging to Vendor or JHU shall be returned to the respective owner thereof and no copies shall be retained by the non-owning party unless the respective owner consents thereto. This shall not include documentation or other materials necessary for JHU to properly utilize the products developed.
- 10.4. SOURCE CODE. Vendor shall provide as part of the deliverables, reasonably commented source code which shall be the exclusive property of JHU. Vendor shall also provide reasonably commented source code for all prior or outside Vendor developed software which becomes part of JHU's system, pursuant to services performed under this agreement, to which JHU has a non-exclusive license as previously described in this Agreement.
- 10.5. SOFTWARE OWNED BY THIRD PARTIES.
 - 10.5.1. Vendor shall fully disclose third party software included in and/or necessary to operate the JHU system.
 - 10.5.2. If the software developed for JHU runs with or is dependent upon software developed by others (other than operating systems which are those programs which must be initialized at hardware start-up and which control system services and operation), Vendor shall provide JHU with a fully paid license to use such software in the configuration and on the number of sites as provided in the Work Order and/or as needed to properly operate the software. Work Orders may specify which, if any, software shall be acquired at the expense of JHU. VENDOR SHALL PLACE NO SOFTWARE ON ANY JHU COMPUTER WHICH IS NOT FULLY LICENSED FOR USE BY JHU ON SUCH COMPUTER, EXCEPT IN ACCORDANCE WITH LICENSE AGREEMENTS WHICH VENDOR MAY HAVE WITH THE OWNERS OF SUCH SOFTWARE.
 - 10.5.3. Vendor is advised that JHU may wish to market the software prepared for JHU by Vendor, and Vendor shall not include in the JHU software any third party software which would preclude JHU from marketing JHU's software.

11. WARRANTIES AND REPRESENTATIONS OF VENDOR.

- 11.1. Vendor warrants that all work performed shall be done in a good and workmanlike manner in accordance with the standards in the trade.
- 11.2. Vendor agrees that as delivered to JHU, the software does not contain any virus, worm, trap door, back door, timer, or clock that would erase data or programming or otherwise cause the software to become inoperable or incapable of being used in accordance with its user manuals. Vendor agrees to use best efforts to ensure virus-free software releases by employing the use of a virus scan program prior to any release being sent to JHU.
- 11.3. PATENTS AND TRADEMARKS. Vendor warrants that it owns the Software and User Documentation created and/or provided to JHU and that it has the rights in the Software and User Documentation granted hereby. Vendor further warrants that the Software and the User Documentation shall be delivered free of any rightful claim of any third party for infringement of any United States patent, copyright, trade secret, or other intellectual property right. Vendor shall indemnify and hold harmless JHU and its subsidiaries or affiliates under its control, and their trustees, officers, employees and agents, against any and all losses, liabilities, judgments, awards and costs (including legal fees and expenses) arising out of or related to any claim that JHU's use or possession of the Software or User Documentation pursuant to and for the purposes set forth in this Agreement, or any license granted hereunder, infringes or violates the copyright, trade secret or other proprietary right of any third party. Vendor shall defend and settle at its sole expense all suits or proceedings arising out of the foregoing, provided that JHU gives Vendor prompt notice of any such claim of which it learns. No such settlement which prevents JHU from continuing to use the Software as provided herein shall be made without JHU's prior written consent. In all events, JHU shall, at its own cost and expense, have the right to participate in the defense of any such suit or proceeding through counsel of its own choosing. In case the Software or User Documentation, or any part thereof, are held to constitute such an infringement and the use for the purpose intended of said Software is enjoined, then Vendor shall, at its reasonable expense and option, either procure for JHU the right to continue using same, or replace same with a non-infringing product, or modify same so it becomes non-infringing. If Vendor shall not be able to do so in a timely manner, Vendor shall reimburse to JHU all sums paid to Vendor by JHU for the software and documentation.
- 11.4. Vendor warrants that for a one year period after Acceptance, or for as long as Client purchases maintenance service, Software will perform in accordance with the Specifications set forth in this Agreement and the User Documentation and that the Software will be free from material defects in design, material and workmanship.
- 11.5. Vendor is fully aware of Client's business requirements and intended uses for the Software and the Software shall satisfy such requirements and is fit for such intended uses.

12. **EMPLOYEE SOLICITATION.** Vendor and JHU recognize and acknowledge that employees who are engaged in electronic data processing activities possess special, unique and extraordinary technical talents which are in great demand in the present economy and further recognize and acknowledge that each party has incurred substantial expense in recruiting and training such employees and would incur even greater expense if required to replace any such employee. Therefore, neither party will solicit employees of the other party.
13. **EMPLOYEE ROTATION.** Vendor reserves the right to replace a Vendor employee at any installation of JHU during the performance of any Work Order(s) provided that such replacement employee shall possess substantially equivalent training, skills and level of competence required to perform assigned duties as defined in the Work Order. Provided further, however, that as to certain employees of Vendor which JHU shall identify as key persons in any Work Order, substitution of such persons shall be with the agreement of JHU, and JHU may terminate a Work Order if a key person terminates and cannot be replaced to the satisfaction of JHU.
14. **INVOICES AND PAYMENTS.** Vendor shall prepare and submit invoices to JHU monthly, or as otherwise specified in a Work Order, and JHU will pay to Vendor the invoice amounts within 60 days after receipt of invoice.
15. **TERMINATION OF AGREEMENT.**
 - 15.1. Either party by written notice of not less than 30 days may terminate this Agreement; however, the terms provided in Sections 6, 7, 8 and 9 shall survive any such termination. Termination of this Agreement shall terminate the ability to enter additional Work Orders under this Agreement.
 - 15.2. Subject to the section concerning termination of Work Orders, all Work Orders executed prior to the effective date of termination of this Agreement shall be completed as if this Agreement were still in force and effect, unless the Work Order has been terminated in accordance with this Agreement, or the Work Order.
 - 15.3. In the event JHU does not execute Work Order(s) within six months of the date this Agreement is fully executed, this Agreement shall automatically terminate. This Agreement shall likewise terminate in the event that more than six months have elapsed since completion of the last Work Order executed as provided herein.

16. TERMINATION OF WORK ORDERS.

16.1. Without Cause.

16.1.1. Any individual Work Order under this Agreement may be terminated, in whole or in part, by JHU, upon not less than 30 days written notice to Vendor, whenever, for any reason JHU shall determine that such termination is in its best interest. When terminating under this provision, JHU shall pay for time, materials and project related expenses incurred prior to the termination date, and any irrevocable expenses committed to by Vendor prior to notice of cancellation. This provision shall apply to all Work orders, including Fixed Price and Fixed Time.

16.1.2. Vendor shall, on or before the date of termination, turn over to JHU all programs, source code, documentation, reports, data, flow diagrams, materials, and all work in process generated during the performance of the terminated Work Order. This shall be a prerequisite to JHU's obligation to pay vendor under the preceding subsection.

16.2. For Cause.

16.2.1. JHU may terminate this Agreement and/or any Work Order immediately upon notice to Vendor of any material breach of this Agreement or the terms of any Work Order, subject to Vendor's right to cure any breach within 15 days of the date of the Notice. Failure to complete a project within the time specified in a Work Order shall be a material breach, but Vendor shall have 15 days to complete the project after the first notice of JHU's intent to terminate due to non-completion.

16.2.2. If this Agreement is terminated because of breach by Vendor, JHU may, but shall not be obligated to, accept any Deliverables, or part thereof completed by Vendor up to the termination, and for any Deliverables accepted, JHU shall pay Vendor the reasonable value of work completed and accepted as agreed by the parties. To the extent that the Work Order specifically states a price for a specific completed Deliverable, JHU shall have the right, but not the obligation, to receive such completed Deliverable for the cost stated.

17. **NOTICES.** Any notices provided for in this Agreement shall be given in writing and transmitted by personal delivery or prepaid first class registered or certified mail addressed as follows:

VENDOR:

JHU:

Director of Purchasing
B001 Eastern 113
The Johns Hopkins University
1101 E 33rd Street
Baltimore, MD 21218

With a copy to:

The Office of the VP and General Counsel
Garland Hall
The Johns Hopkins University
3400 N. Charles Street
Baltimore, MD 21218

18. **INDEPENDENT CONTRACTOR.** In making and performing this Agreement, the parties act and shall act at all times as independent contractors, and at no time shall either party make any commitments or incur any charges or expenses for or in the name of the other party.
19. **FORCED WORK STOPPAGE.** Neither party shall be liable for any failure to perform its obligations under this Agreement if prevented from doing so by a cause or causes beyond its control. Without limiting the generality of the foregoing, such causes include Acts of God, or the public enemy, fires, floods, storms, earthquakes, riots, strikes, lockouts, wars or war operations, restraints of government or other cause or causes which could not with reasonable diligence be controlled or prevented by the party.
20. **ASSIGNMENT.** Except as provided herein, this Agreement may not be assigned except upon the written Agreement of the parties. This Agreement may be assigned by JHU without Vendor approval, to any JHU entity, which shall mean any affiliated entity, or any entity in which JHU has a financial or other legal interest.

21. GENERAL.

- 21.1. Independent Contractor certifies that s/he is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. (If debarred, suspended, proposed for debarment, please check here Payment from federal funds is prohibited in such cases.)
- 21.2. Both parties agree that, except as may be required by applicable law or regulations, they shall not disclose in advertising, publicity, or otherwise the terms and conditions of this Agreement without prior written consent of the other party.

- 21.3. As specifically provided by Md. Anno Code, CL, Section 22-104, the Parties agree that this Agreement shall not be governed by the Uniform Computer Information Transactions Act (UCITA) as adopted in Maryland under Title 22 of the Commercial Law Article of the Maryland Annotated Code, as amended from time to time. This agreement shall be governed by the common law of Maryland relating to written agreements, as well as other statutory provisions, other than UCITA which may apply, and shall be interpreted and enforced as if UCITA had never been adopted in Maryland. The Parties further agree that electronic self-help shall not be permitted under this Agreement. Jurisdiction and venue for the resolution of any disputes shall be in the state or federal courts located in Baltimore, Maryland.
- 21.4. Each paragraph and provision is severable from the Agreement, and if one or more provisions or parts are declared invalid, the remaining provisions shall nevertheless remain in full force and effect.
- 21.5. Work Order(s) and Time Sheets are incorporated in this Agreement by reference with the same effect as if each had been reproduced in its entirety.
- 21.6. This Agreement shall be incorporated in any and all Work Orders by reference with the same effect as if this Agreement had been combined in and made a part of the Work Order in its entirety.
- 21.7. This Agreement contains the entire agreement between the parties, in relation to its subject matter, and there are no other agreements or understandings, verbal or otherwise, between the parties at the time of execution of this Agreement. No statements, promises, or inducements made by either party or agent of either party that are not contained in this written Agreement shall be valid or binding; and this Agreement may not be enlarged, modified, or altered except in writing signed by the parties.
- 21.8. TIME IS OF THE ESSENCE. All fixed price and time and materials-based Work Orders shall be completed by the completion date specified in the Work Order. Delays beyond the scheduled date shall be a breach of this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized agents as of the date first above written.

JHU		VENDOR	
By: <u><i>Paul W. Dwyer</i></u>		By: <u><i>[Signature]</i></u>	
Title: <u>Director of Purchasing</u>		Title: <u>General Manager</u>	
Date: <u>3/14/11</u>		Date: <u>1/4/2011</u>	

WORK ORDER

This Work Order, by and between, JOHNS HOPKINS UNIVERSITY (JHU) and no|inc, LLC., (Vendor) is entered under and pursuant to the INDEPENDENT COMPUTER TECHNOLOGY SERVICES AGREEMENT dated March 1, 2011, and is subject to all the terms and conditions of that Agreement. TIME IS OF THE ESSENCE.

Type of Agreement:

Fixed Term _____ Term: Start Date _____ Duration or End Date: _____

Fixed Price Total Charge by Vendor: \$194,000
Extras: _____

Completion Date:

Our target delivery date for phase one is September 1, 2011.

Time and Materials _____ (Rates and Charges Described Below)

Description of Work:

Overview

No.inc will work with the CTE team to plan, design, build, and program the QRIS system. CTE has laid the conceptual groundwork for the system and it will be No.inc's job to execute on this vision.

The goal is to launch a web based application that will be used by MSDE staff to administer both QRIS Star Rating applications and MSDE Accreditation applications for childcare providers in Maryland.

The system is made up of several interfaces. The interfaces are outlined below with descriptions of their respective audiences.

Scope of Work

Maryland Excels Website

This will be an OLMS powered website that will serve as the public face for the system and its related programs. There are two key audiences for the Maryland Excels website.

The primary audience is childcare providers. Childcare providers will be able to access various materials related to the QRIS Star Rating process and the MSDE accreditation process. They will also be able to begin, check status on, and complete both a QRIS Star Rating application and/or an MSDE Accreditation application.

The second audience for the Maryland Excels website is parents. Parents will have access to a directory of childcare providers in Maryland called the Program Browser. The Program Browser will be searchable by name, county, distance from address or zip code, accreditation type, and star rating.

Scope Items: Maryland Excels

- Information architecture for website
- Design and production of custom content
- A CSS based palette for the Maryland Excels OLMS website that uses custom colors and images
- Childcare provider Program Browser system
- Integration of Program Browser system with OLMS website

QRIS Star Rating Application Interface

Childcare providers will access the QRIS Star Rating application through the Maryland Excels website. The process of obtaining a star rating is cyclical and will happen again and again when the rating expires.

Using this interface, a childcare provider will be able to complete the QRIS Star Rating application from start to finish. Additionally, a childcare provider's account will maintain access to past applications and provide status on current applications.

Applications created in this interface will be administered in the Case Management interface.

Scope Items: QRIS Star Rating application interface

(*shared functionality between both application systems)

- Registration and login *
- Browse rubric and criteria
- Uploads and data entry to satisfy criteria
- View status and scores
- Manage and view child roster
- Fill out and submit application form *
- Request and cancel visits *
- Send and receive messages *
- Manage contact information *
- Manage staff members *
- Reset password *

MSDE Accreditation Application Interface

Childcare providers will use this interface to apply to be accredited and validated by MSDE and obtain MSDE accreditation.

Using this interface, a childcare provider will be able to complete the MSDE Accreditation application from start to finish. Additionally, a childcare provider's account will maintain access to past applications and provide status on current applications.

Applications created in this interface will be administered in the Case Management interface.

Scope Items: MSDE Accreditation application interface

(*shared functionality between both application systems)

- Registration and login *
- Cycle initiation
- Track milestones
- Download resources
- Upload self study
- Access past self studies
- Fill out and submit application form *
- Request and cancel visits *
- Send and receive messages *
- Manage contact information *
- Manage staff members *
- Reset password *

Case Management Interface

MSDE staff will use the Case Management System to administer the QRIS Star Rating applications and the MSDE

Accreditation applications. This system will allow MSDE staff members to approve and reject applications, create and manage case files, and collaborate with coordinators, assessors, and validators. Administrators will also be able to manage the content within the system including the rubrics used to determine the star rating for a program.

QRIS Assessors and MSDE validators will interact with the system to coordinate visits with childcare providers. This will be accomplished by creating special scheduling and messaging functionality.

Activities within the Case Management Interface fall into three main categories: 1) Managing the QRIS Star Rating application process, 2) Managing the MSDE Accreditation application process, and 3) Administrating the system itself.

Scope Items: Managing the QRIS Star Rating application process

(*shared functionality across the Case Management System)

- Create case files *
- Assign coordinators
- Send, receive, delete messages *
- Manage contact information
- Manage HTML content within the system *
- Manage schedules *
- Manage staff groups *
- Create and manage rubrics
- Manage QRIS cycle (set dates, assign and publish ratings)
- Browse rubrics
- Enter ERS scores and generate reports
- Manage child rosters

Scope Items: Managing the MSDE Accreditation application process

(*shared functionality across the Case Management System)

- Create case files *
- Update accreditation fields
- Send, receive, delete messages *
- Manage HTML content within the system *
- Manage schedules *
- Manage staff groups *
- Manage accreditation cycle
- Update Milestones
- Manage resources
- Download self studies

Scope Items: Administrating the system

(*shared functionality across the Case Management System)

- Manage user accounts
- Archive items
- Manage HTML content within the system *

Process and Deliverables

Information Architecture

We will work with the team to conduct wireframe design exercises and present progress once a week. This step of

the process will be broken up into rounds where we are focusing on the most important, core interfaces first and adding to those wireframes every week. This approach allows us to iterate most on the important screens.

Deliverables

- QRIS Star Rating Application Interface wireframes
- MSDE Accreditation Interface wireframes
- Case Management Interface wireframes
- Maryland Excels Website wireframes

Visual Design

Using the wireframes as a blue print, a visual design direction will be developed for consideration. The direction will go through one revision round. The visual design will be extended to every unique page once the direction is finalized.

Deliverables

- QRIS Star Rating Application Interface Photoshop mock ups
- MSDE Accreditation Interface Photoshop mock ups
- Case Management Interface Photoshop mock ups
- Maryland Excels Website Photoshop mock ups

Production

We will use the Photoshop mock ups to slice and dice the screens into workable parts of the website interface. The front end code produced in this stage will be delivered to the Datalab team for implementation.

Deliverables

- QRIS Star Rating Application Interface HTML and CSS code, sliced images
- MSDE Accreditation Interface HTML and CSS code, sliced images
- Case Management Interface HTML and CSS code, sliced images
- Maryland Excels Website HTML and CSS code, sliced images

Development

No.inc will perform the necessary technical implementation work to develop the system based on the wireframes and visual assets created.

Feed integration will consist of the following:

- Ability to read Accreditation data provided by external sources in the following format:
 - Delimiter or field length-based "flat files" (i.e. CSV)
 - Tables on a Microsoft SQL Server or other server available via ODBC connection
- Ability to provide Star Rating data in the following formats:
 - Delimiter or field length-based "flat files" (i.e. CSV)
 - Tables on a Microsoft SQL Server or other server available via ODBC connection
 - Note: these will be performed in the locally accessible environment such that another application may pull them programmatically; it does not include any specialized automation tasks for managing the deployment of this data via scheduled FTP uploads with automated retry upon failure, etc.

Development will take place in our local environment, based on the specifications agreed to with CTE for purposes of mimicking the DataLabs production environment. For the purposes of this work order, these are as follows:

- Microsoft IIS web server
- PHP middleware

- Microsoft SQL Server database

Hand off and installation support will be provided to DataLabs in order to host the application in its final environment.

Deliverables

- QRIS Star Rating Application Interface system
- MSDE Accreditation Interface system
- Case Management Interface system
- Maryland Excels Program Browser system

Quality Assurance Testing

The system will go through three rounds of quality assurance testing. Each round will include patch fixes for any bug items found during testing.

Deliverables

- Issue reporting tool
- Issue reports
- Release notes

Timeline

July 1st

Production Release – QRIS Star Rating Sub-System

September 1st

Production Release – MSDE Accreditation Sub-System

Website Launch – Maryland Excels

Circle If Additional Terms (Attach and sign separate page): (NO)

JHU

By:
Title:
Date:

Paul W. Sepp
DIRECTOR OF CURRICULUM
3/14/11

VENDOR

By:
Title: Member
Date: 3/1/2011

[Signature]

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Compliance Information

Source Code

Because No.Inc is proposing a custom solution, all source code will be delivered electronically on the Go-Live date. A code escrow will not be necessary.

OMCFH will receive a copy of the final source code, the database, a copy of the No.Inc Tool libraries used, a copy of the 3rd-party libraries used, design documentation, and training materials.

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Compliance Information

Contract Manager

Name: James Hagen

Telephone Number: 410-332-0041

Fax Number: 410-332-0042

Email Address: james@noinc.com

Compliance Information

Acceptance of Invoice Payments via West Virginia Purchasing Card

No.Inc will accept 100% of payments via the West Virginia Purchasing Card. No additional charges, fees or price increases will be assessed by No.Inc for the use of Procurement/Charge/Bank cards during the life of any award resulting from this contract, and any applicable extensions.

No.Inc Terms and Conditions

GENERAL TERMS AND CONDITIONS FOR NO.INC, LLC

These General Terms and Conditions are hereby incorporated and made part of any engagement letter, proposal, and work order (including any attachments to the foregoing documents) (collectively, this "**Agreement**") made between West Virginia Department of Health and Human Resources, Bureau for Public Health, Office of Maternal, Child and Family Health (the "**CLIENT**"), and NO.INC, LLC, a Maryland limited liability company ("**No.inc**"), and its permitted assignees, regarding the project(s) described therein.

Certain Definitions

1. "**Deliverable**" means each component of the Work to be presented to or used by CLIENT under this Agreement.
2. "**Intellectual Property**" means any and all now known or hereafter known tangible and intangible (i) rights associated with works of authorship throughout the universe, including but not limited to copyrights and moral rights (including any rights of paternity or integrity), (ii) trademark and trade name rights and similar rights, (iii) trade secret rights, (iv) patents, designs, algorithms and other industrial property rights, (v) all other intellectual property and industrial property rights, and (vi) all registrations, initial applications, renewals, extensions, continuations, divisions, or reissues of hereof now or hereafter in force (including any rights in any of the foregoing).
3. "**Milestone Delivery Schedule**" means a delivery schedule setting forth the timeline mutually agreed upon by the parties to this Agreement for the design and development of the Work.
4. "**No.inc Tools**" means any Intellectual Property, tool, utility, material, confidential knowledge or information (including without limitation all concepts, ideas, architectures, strategies, methodologies, methods, know-how, show-how, or trade secrets utilized by No.inc in the performance of its business), artwork, graphics, algorithms, or computer code (both in object code and source code form), that No.inc has (i) developed or licensed (or hereafter develops or licenses), (ii) offered as a subscription based product or service, or (iii) informed CLIENT that such product or service is a No.inc Tool. No.inc Tools also includes any improvement, modification, customization, or derivative work of a No.inc Tool developed in connection with this Agreement.
5. "**Specifications**" means CLIENT's requirements for the Work which are set forth in writing and mutually agreed upon by the parties to this Agreement during the term of this Agreement.
6. "**Work**" means all artwork, graphics, algorithms, HMTL files, PHP file, SQL code and database structures, JavaScript files, graphics files, animations files, data files, technology, scripts and programs,

software (both in object code and source code form), printed materials, all documentation and any other work product developed by No.inc for CLIENT.

Terms and Conditions

1. Delivery and Acceptance.

A. Delivery. Subject to Section 2(B) below, No.inc will deliver the Work and each Deliverable to CLIENT (i) in a format consistent with the Specifications, and (ii) in accordance with the Milestone Delivery Schedules. CLIENT shall be required to provide written acceptance of each Milestone Delivery Schedule and the Deliverable to be completed therein prior to No.inc's obligation to proceed to the next production component.

B. Acceptance/Testing.

i. Upon No.inc's delivery of any Deliverable to CLIENT, CLIENT shall have 10 business days to inspect, test, and evaluate the Deliverable ("**Testing Period**") for compliance with the Specifications. If the Deliverable does not materially comply with the Specifications, CLIENT shall provide No.inc with written notice stating how the Deliverable fails to materially comply with the Specifications ("**Failure Notice**"). No.inc shall have thirty (30) business days from the receipt of the Failure Notice to correct any material noncompliance and deliver the corrected Deliverable to CLIENT. Upon receipt of the corrected Deliverable, CLIENT shall immediately proceed to re-inspect, re-test, and re-evaluate the corrected Deliverable (the "**Re-test**"). CLIENT shall have 10 business days to complete the Re-test ("**Re-testing Period**"). If the Deliverable still does not materially comply with the Specifications, CLIENT shall provide No.inc with a second Failure Notice including an election to either (i) repeat the correction procedures set forth above until such time No.inc corrects the material noncompliance, or (ii) terminate this Agreement.

ii. If CLIENT does not give a Failure Notice to No.inc during the Testing Period or any subsequent Re-testing Period, CLIENT shall be conclusively deemed to have accepted the Work.

iii. During the Testing Period or any Re-testing Period, CLIENT may request changes to the Deliverable that vary from the Specifications, provided that CLIENT agrees to pay for any additional costs resulting from changing the Specifications, if any.

2. Client Performance.

A. Compliance. CLIENT agrees to fully comply with the terms and conditions of this Agreement and agrees that No.inc's continued performance of this Agreement is contingent upon CLIENT's (i) delivery of all materials and data requested by No.inc, (ii) adherence to the Milestone Delivery Schedules, and (iii) adherence to the payment terms specified in this Agreement.

B. Breach/Remedies. In the event CLIENT does not comply with any provision of this Agreement or adhere to any of the above conditions, No.inc shall send a written notice to CLIENT ("**Breach Notice**") stating that CLIENT is in breach of this Agreement, and setting forth the reasons for such breach. CLIENT shall have 10 days after receipt of the Breach Notice to cure such breach(es) ("**Cure Period**"). If any breach continues beyond the Cure Period, CLIENT agrees that No.inc (i) may complete the Work under the Milestone Delivery Schedules using place holding or fake content (i.e., greeking), provided that at the end of the Cure Period, CLIENT has failed to (a) provide requested or required content (e.g., copy, images, media files, source code or any other items CLIENT may be responsible for providing to No.inc), or (b) meet any of its other obligations under any Milestone Delivery Schedule, (ii) may suspend its performance of any Work without liability until any breach is cured, or (iii) may terminate this Agreement immediately upon notice to

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CLIENT. None of the foregoing shall affect No.inc's right to payment from CLIENT for all Work performed, or the right to seek all other available remedies at law or in equity.

3. **Payment.** Payment by CLIENT is due in immediately available funds within thirty (30) days after invoicing. Interest will accrue in the amount of 5% (compounded annually) on any amount owing under this Agreement.

4. **Taxes.** CLIENT is responsible for all taxes or assessments levied in connection with this Agreement, including any sales and/or uses taxes.

5. Ownership and Rights.

A. **No.inc Ownership/Grant of License.** No.inc shall continue to own all right, title, and interest in all No.inc Tools without exception (including after termination of this Agreement). Delivery of any No.inc Tool shall constitute a grant to CLIENT of a non-exclusive, worldwide, irrevocable, perpetual, non-transferable license to use or apply the No.inc Tool(s) in connection and accordance with the Work and Specifications. CLIENT agrees and covenants not to assert any claim of ownership, right, title, or interest in any No.inc Tool, and further agrees that it will not attempt to reverse-engineer any No.inc Tool. For purposes of this Section, "**reverse-engineer**" includes, without limitation, disassembly or decompilation of object/binary code, analysis of algorithms for re-implementation in a separate tool, capturing network traffic, deobfuscation of code, or other attempt to derive the source code of a No.inc Tool(s).

B. **Third Party Work.** CLIENT and No.inc acknowledge that CLIENT's rights to any third party work, deliverables, software or products shall be subject to the terms of any agreement or license with the third party.

6. Indemnification/Liability.

A. **Indemnification.**

i. CLIENT agrees to indemnify, defend and hold No.inc and its members, managers, employees, independent contractors, and other agents harmless from any and all losses, costs, damages, liabilities, and expenses, including those for reasonable attorney's fees incurred (whether at trial or on appeal), arising out of any claims, demands, suits, actions, or proceedings related to this Agreement or the Work created hereunder that result from any act, conduct, omission, negligence, misconduct or unlawful act (or act contrary to any applicable governmental order or regulation) of CLIENT.

ii. No.inc agrees to indemnify, defend and hold CLIENT and its directors, officers, shareholders, members, managers, employees, independent contractors, and other agents harmless from any and all demands, claims, losses, costs, damages, liabilities, and expenses, including those for reasonable attorney's fees incurred (whether at trial or on appeal), arising out of any claims, demands, suits, actions, or proceedings related to this Agreement or the Work created hereunder that result from any act, conduct, omission, negligence, misconduct or unlawful act (or act contrary to any applicable governmental order or regulation) of No.inc.

B. **Procedures.** With respect to any claim which may form the basis of an indemnity under this Agreement, the party seeking indemnification shall (i) give prompt notice of such claim to the other party, (ii) give the other party an opportunity to defend, compromise, or settle such claim with counsel selected by such other party, and (iii) fully cooperate with the other party; provided, however, that the indemnifying party shall not enter into any compromise or settlement that shall have the effect of creating liability or obligation (whether legal or equitable) on the part of the indemnified party without the indemnified party's prior written

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consent, and no such compromise or settlement is authorized unless the indemnified party obtains a complete release of liability under such compromise or settlement.

7. Miscellaneous.

A. There are no prior or contemporaneous, oral or written, representations, understandings or agreements which are not fully expressed in this Agreement. No amendment, change order, waiver or discharge shall be valid unless it is in writing and signed by an authorized representative of the parties to this Agreement.

B. CLIENT agrees to pay any reasonable costs, including, but not limited to, reasonable attorney's fees and court costs incurred by No.inc (whether at trial or on appeal) to collect any amount owing under this Agreement.

C. Under no circumstances shall either party be liable to the other party for any indirect, incidental, consequential, punitive, special or exemplary damages (even if such party has been advised of the possibility of such damages) such as, but not limited to, loss of revenue, profits, lost business or goodwill. Other than due to gross negligence, No.inc shall not have any liability for unauthorized access to, or alteration, theft or destruction of, the Work or CLIENT's data files, programs or information through accident, fraudulent means or devices.

D. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY EXPRESS OR IMPLIED WARRANTIES, STATUTORY OR OTHERWISE, CONCERNING THE WORK OR THE TECHNOLOGY LICENSED, OR TO BE LICENSED, BY IT TO THE OTHER PARTY. WITHOUT LIMITING THE FOREGOING, NEITHER PARTY MAKES ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, QUALITY OR USEFULNESS OF THE TECHNOLOGY OR THE PRODUCT.

E. Unless otherwise provided in a document comprising a part of this Agreement, in the event of a conflict between these General Terms and Conditions and any other provision of this Agreement, these General Terms and Conditions shall control.

F. The parties to this Agreement agree that No.inc shall be entitled to the use of self-help, including electronic self-help as those terms are defined in UCITA. Prior to the use of electronic self-help, No.inc shall serve notice of exercise upon CLIENT in the manner prescribed in and pursuant to 21-816(F) of UCITA, the terms of which are incorporated herein by reference.

G. The parties to this Agreement are independent contractors, and no agency, partnership, joint venture or employee-employer relations is intended or created by this Agreement. Neither party shall have the power to obligate or bind the other party. Personnel supplied by No.inc shall work exclusively for No.inc and shall not, for any purpose, be considered employees or agents of CLIENT.

H. If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The parties to this Agreement agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision. The waiver by either party of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach.

i. Except for the payment of fees by the CLIENT, if the performance of any party to this Agreement is prevented, hindered, delayed, or otherwise made impracticable by reason of any flood, riot, fire, judicial or governmental action, labor disputes, acts of God, interruption of telephone lines or electronic delivery

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systems, or any other causes beyond the control of either party, that party shall be excused from such to the extent that it is prevented, hindered, or delayed by such causes.

J. This Agreement will be governed, construed, and enforced in accordance with the laws of the State of Maryland without giving effect to principles of conflict of laws. Both parties to this Agreement agree to submit to the exclusive jurisdiction of the courts of the State of Maryland.

K. This Agreement may be executed in separate counterparts, each of which will be deemed originals for all purposes. PDF, facsimile, or the electronic signatures will be as effective as originals.

L. This Agreement may not be assigned by CLIENT without the prior written consent on No.inc, and any attempted assignment not in compliance with this Agreement shall be null and void.

[Signature page follows]

NO.INC

These Terms and Conditions are hereby accepted as of the date of this Agreement.

NO.INC, LLC

By: 

Its: President

Name: James Hagen

CLIENT

By: _____

Its: _____

Name: _____

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: This Contract becomes effective on _____ and extends for a period of _____ year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to _____ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within two hundred seventy-four (274) days.

Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional three (3) successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed thirty-six (36) months in total. Automatic renewal of this Contract is prohibited.

One Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

Other: See attached.

4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

Open End Contract: Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.

Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

One Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

BID BOND (Construction Only): Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of _____. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

INSURANCE: The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

Commercial General Liability Insurance: In the amount of _____ or more.

Builders Risk Insurance: In an amount equal to 100% of the amount of the Contract.

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

3.1 Proof of experience in delivering and supporting a performance and case management system, currently in operation, for at least one (1) State.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

8. WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

9. LITIGATION BOND: The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

10. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount of

N/A

for N/A

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

11. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

12. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

13. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

14. PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

15. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

16. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

17. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

18. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-6.1.e.

19. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.

20. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

21. COMPLIANCE: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

22. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

23. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

24. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

25. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

26. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.

27. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

28. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

29. BANKRUPTCY: In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

34. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.

38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

39. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

40. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

41. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

42. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project;
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

43. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a “substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

 President

(Name, Title)
James James Hagen, President

(Printed Name and Title)
3600 Clipper Mill Rd. Ste. 440 Baltimore, MD 21209

(Address)
410-332-0041 / 410-332-0042

(Phone Number) / (Fax Number)
james@noinc.com

(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

No.Inc LLC

(Company)

 President

(Authorized Signature) (Representative Name, Title)

James Hagen, President

(Printed Name and Title of Authorized Representative)

8/5/2016

(Date)

410-332-0041 / 410-332-0042

(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ 0506 MCH1600000003

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input checked="" type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

No.Inc LLC

Company



Authorized Signature

8/5/2016

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

ATTACHMENT 1

Provisions Required for Federally Funded Procurements

1. **Federal Funds:** This purchase is being funded in whole or in part with Federal Funds and is subject to the requirements established in 2 CFR § 200. Pursuant to 2 CFR § 200.317 the provisions of 2 CFR §§ 200.322 and 200.326 are expressly included in this solicitation below and incorporated into any contract resulting from this solicitation by reference.
2. **2 CFR §200.322 Procurement of recovered materials:** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
3. **§200.326 Contract provisions:** Pursuant to the requirements contained in 2 CFR §§ 200.317 and 200.326, the following provisions are included any contract resulting from this solicitation, to the extent that the provisions are applicable.
 - (A) At a minimum, the administrative, contractual, or legal remedies contained in W. Va. CSR § 148-1-5 and the applicable definitions contained in W. Va. CSR § 148-1-2 apply to any contract resulting from this solicitation in instances where contractors violate or breach contract terms for contracts for more than the simplified acquisition threshold currently set at \$150,000 (which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908),.

West Virginia Code of State Rules § 148-1-5 states:

§ 148-1-5. Remedies.

5.1. The Director may require that the spending unit attempt to resolve any issues that it may have with the vendor prior to pursuing a remedy contained herein. The spending unit must document any resolution efforts and provide copies of those documents to the Purchasing Division.

5.2. Contract Cancellation.

5.2.a. Cancellation. The Director may cancel a purchase or contract immediately under any one of the following conditions including, but not limited to:

5.2.a.1. The vendor agrees to the cancellation;

5.2.a.2. The vendor has obtained the contract by fraud, collusion, conspiracy, or is in conflict with any statutory or constitutional provision of the State of West Virginia;

5.2.a.3. Failure to honor any contractual term or condition or to honor standard commercial practices;

5.2.a.4. The existence of an organizational conflict of interest is identified;

5.2.a.5. Funds are not appropriated or an appropriation is discontinued by the legislature for the acquisition.

5.2.a.6. Violation of any federal, state, or local law, regulation, or ordinance.

5.2.b. The Director may cancel a purchase or contract for any reason or no reason, upon providing the vendor with 30 days' notice of the cancellation.

5.2.c. Opportunity to Cure. In the event that a vendor fails to honor any contractual term or condition, or violates any provision of federal, state, or local law, regulation, or ordinance, the Director may request that the vendor remedy the contract breach or legal violation within a time frame the Director determines to be appropriate. If the vendor fails to remedy the contract breach or legal violation or the Director determines, at his or her sole discretion, that such a request is unlikely to yield a satisfactory result, then he or she may cancel immediately without providing the vendor an opportunity to perform a remedy.

5.2.d. Re-Award. The Director may award the cancelled contract to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) without a subsequent solicitation if the following conditions are met:

5.2.d.1. The next lowest responsible bidder (or next highest scoring bidder if best value procurement) is able to perform at the price contained in its original bid submission, and

5.2.d.2. The contract is an open-end contract, a one-time purchase contract, or a contract for work which has not yet commenced.

Award to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) will not be an option if the vendor's failure has in any way increased or significantly changed the scope of the original contract. The vendor failing to honor contractual and legal obligations is responsible for any increase in cost the state incurs as a result of the re-award.

5.3. Non-Responsible. If the Director believes that a vendor may be non-responsible, the Director may request that a vendor or spending unit provide evidence that the vendor either does or does not have the capability to fully perform the contract requirements, and the integrity and reliability necessary to assure good faith performance. If the Director determines that the vendor is non-responsible, the Director shall reject that vendor's bid and shall not award the contract to that vendor. A determination of non-responsibility must be evaluated on a case-by-case basis and can only be made after the vendor in question has submitted a bid. A determination of non-responsibility will only extend to the contract for which the vendor has submitted a bid and does not operate as a bar against submitting future bids.

5.4. Suspension.

5.4.a. The Director may suspend, for a period not to exceed one (1) year, the right of a vendor to bid on procurements issued by the Purchasing Division or any state spending unit under its authority if:

5.4.a.1. The vendor has exhibited a pattern of submitting bids and then requesting that its bid be withdrawn after bids have been publicly opened. For purposes of this provision, a pattern is two or more instances in any 12 month period.

5.4.a.2. The vendor has exhibited a pattern of poor performance in fulfilling his or her contractual obligations to the State. Poor performance includes, but is not limited to, two or more instances of any of the following: violations of law, regulation, or ordinance; failure to deliver timely; failure to deliver quantities ordered; poor performance reports; and failure to deliver commodities, services, or printing at the quality level required by the contract.

5.4.a.3. The vendor has breached a contract issued by the Purchasing Division or any state spending unit under its authority and refuses to remedy that breach.

5.4.a.4. The vendor's actions have given rise to one or more of the grounds for debarment listed in section 5A-3-33d.

5.4.b. Vendor suspension for the reasons listed in section 5.4 above shall occur as follows:

5.4.b.1. Upon a determination by the Director that a suspension is warranted, the Director will serve a notice of suspension to the vendor.

5.4.b.2. A notice of suspension must inform the vendor:

5.4.b.2.A. Of the grounds for the suspension;

5.4.b.2.B. Of the duration of the suspension;

5.4.b.2.C. Of the right to request a hearing contesting the suspension;

5.4.b.2.D. That a request for a hearing must be served on the Director no later than five (5) working days of the vendor's receipt of the notice of suspension;

5.4.b.2.E. That the vendor's failure to request a hearing no later than five (5) working days of the receipt of the notice of suspension will be deemed a waiver of the right to a hearing and result in the automatic enforcement of the suspension without further notice or an opportunity to respond; and

5.4.b.2.F. That a request for a hearing must include an explanation of why the vendor believes the Director's asserted grounds for suspension do not apply and why the vendor should not be suspended.

5.4.b.3. A vendor's failure to serve a request for hearing on the Director no later than five (5) working days of the vendor's receipt of the notice of suspension will be deemed a waiver of the right to a hearing and may result in the automatic enforcement of the suspension without further notice or an opportunity to respond.

5.4.b.4. A vendor who files a timely request for hearing but nevertheless fails to provide an explanation of why the asserted grounds for suspension are inapplicable or should not result in a suspension, may result in a denial of the vendor's hearing request.

5.4.b.5. Within five (5) working days of receiving the vendor's request for a hearing, the Director will serve on the vendor a notice of hearing that includes the date, time and place of the hearing.

5.4.b.6. The hearing will be recorded and an official record prepared. Within ten (10) working days of the conclusion of the hearing, the Director will issue and serve on the vendor, a written decision either confirming or reversing the suspension.

5.4.c. A vendor may appeal a decision of the Director to the Secretary of Administration. The appeal must be in writing and served on the Secretary no later than five (5) working days of receipt of the Director's decision.

5.4.d. The Secretary, or his or her designee, will schedule an appeal hearing and serve on the vendor, a notice of hearing that includes the date, time and place of the hearing. The appeal hearing will be recorded and an official record prepared. Within ten (10) working days of the conclusion of the appeal hearing, the Secretary will issue and serve on the vendor a written decision either confirming or reversing the suspension.

5.4.e. Any notice or service related to suspension actions or proceedings must be provided by certified mail, return receipt requested.

5.5. Vendor Debarment. The Director may debar a vendor on the basis of one or more of the grounds for debarment contained in West Virginia Code § 5A-3-33d or if the vendor has been declared ineligible to participate in procurement related activities under federal laws and regulation.

5.5.a. Debarment proceedings shall be conducted in accordance with West Virginia Code § 5A-3-33e and these rules. A vendor that has received notice of the proposed debarment by certified mail, return receipt requested, must respond to the proposed debarment within 30 working days after receipt of notice or the debarment will be instituted without further notice. A vendor is deemed to have received notice, notwithstanding the vendor's failure to accept the certified mail, if the letter is addressed to the vendor at its last known address. After considering the matter and reaching a decision, the Director shall notify the vendor of his or her decision by certified mail, return receipt requested.

5.5.b. Any vendor, other than a vendor prohibited from participating in federal procurement, undergoing debarment proceedings is permitted to continue participating in the state's procurement process until a final debarment decision has been reached. Any contract that a debarred vendor obtains prior to a final debarment decision shall remain in effect for the current term, but may not be extended or renewed. Notwithstanding the foregoing, the Director may cancel a contract held by a debarred vendor if the Director determines, in his or her sole discretion, that doing so is in the best interest of the State. A vendor prohibited from participating in federal procurement will not be permitted to participate in the state's procurement process during debarment proceedings.

5.5.c. If the Director's final debarment decision is that debarment is warranted and notice of the final debarment decision is mailed, the Purchasing Division shall reject any bid submitted by the debarred vendor,

including any bid submitted prior to the final debarment decision if that bid has not yet been accepted and a contract consummated. 5.5.d. Pursuant to West Virginia Code section 5A-3-33e(e), the length of the debarment period will be specified in the debarment decision and will be for a period of time that the Director finds necessary and proper to protect the public from an irresponsible vendor.

5.5.e. List of Debarred Vendors. The Director shall maintain and publicly post a list of debarred vendors on the Purchasing Division's website.

5.6. Damages.

5.6.a. A vendor who fails to perform as required under a contract shall be liable for actual damages and costs incurred by the state.

5.6.b. If any commodities delivered under a contract have been used or consumed by a spending unit and on testing the commodities are found not to comply with specifications, no payment may be approved by the Spending Unit for the merchandise until the amount of actual damages incurred has been determined.

5.6.c. The Spending Unit shall seek to collect damages by following the procedures established by the Office of the Attorney General for the collection of delinquent obligations.

(B) At a minimum, the termination for cause and for convenience provisions contained in W. Va. CSR § 148-1-5.2 and the applicable definitions contained in W. Va. CSR § 148-1-2 apply to any contract in excess of \$10,000 resulting from this solicitation.

West Virginia Code of State Rules § 148-1-5.2 states:

5.2. Contract Cancellation.

5.2.a. Cancellation. The Director may cancel a purchase or contract immediately under any one of the following conditions including, but not limited to:

5.2.a.1. The vendor agrees to the cancellation;

5.2.a.2. The vendor has obtained the contract by fraud, collusion, conspiracy, or is in conflict with any statutory or constitutional provision of the State of West Virginia;

5.2.a.3. Failure to honor any contractual term or condition or to honor standard commercial practices;

5.2.a.4. The existence of an organizational conflict of interest is identified;

5.2.a.5. Funds are not appropriated or an appropriation is discontinued by the legislature for the acquisition.

5.2.a.6. Violation of any federal, state, or local law, regulation, or ordinance.

5.2.b. The Director may cancel a purchase or contract for any reason or no reason, upon providing the vendor with 30 days' notice of the cancellation.

5.2.c. Opportunity to Cure. In the event that a vendor fails to honor any contractual term or condition, or violates any provision of federal, state, or local law, regulation, or ordinance, the Director may request that the vendor remedy the contract breach or legal violation within a time frame the Director determines to be appropriate. If the vendor fails to remedy the contract breach or legal violation or the Director determines, at his or her sole discretion, that such a request is unlikely to yield a satisfactory result, then he or she may cancel immediately without providing the vendor an opportunity to perform a remedy.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "**federally assisted construction contract**" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

41 CFR § 60-1.3 defines "Federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

Accordingly, to the extent that this contract meets the definition of a "federally assisted construction contract" under 41 CFR Part 60-1.3, the following clause is included:

41 CFR 60-1.4 - Equal opportunity clause. (b) *Federally assisted construction contracts.*

In accordance with the requirements of described above, and except as otherwise provided in the applicable regulations, the following language is hereby incorporated into any contract resulting from this solicitation involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however,* That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may

request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(D) Davis-Bacon Act, as amended (40 U.S.C.3141–3148). Any construction contract resulting from this solicitation hereby requires compliance with the Davis-Bacon Act (40 U.S.C.3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor

Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors are required to pay wages not less than once a week.

Any construction contract resulting from this solicitation hereby requires compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, any contract resulting from this solicitation in excess of \$100,000 that involve the employment of mechanics or laborers hereby requires compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended— Any contract resulting from this solicitation in excess of \$150,000 hereby requires compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C.1251–1387).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)— Any contract resulting from this solicitation will not be awarded to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.”

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)— Any contract resulting from this solicitation requires compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

STATE OF MARYLAND
Department of Assessments and Taxation

I, HEIDI DUDDERAR OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF THE STATE OF MARYLAND, DO HEREBY CERTIFY THAT THE DEPARTMENT, BY LAWS OF THE STATE, IS THE CUSTODIAN OF THE RECORDS OF THIS STATE RELATING TO LIMITED LIABILITY COMPANIES, OR THE RIGHTS OF LIMITED LIABILITY COMPANIES TO TRANSACT BUSINESS IN THIS STATE, AND THAT I AM THE PROPER OFFICER TO EXECUTE THIS CERTIFICATE.

I FURTHER CERTIFY THAT NO.INC, LLC, REGISTERED APRIL 24, 2000, IS A LIMITED LIABILITY COMPANY EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF MARYLAND, AND THAT THE LIMITED LIABILITY COMPANY IS AT THE TIME OF THIS CERTIFICATE IN GOOD STANDING TO TRANSACT BUSINESS.

IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY SIGNATURE AND AFFIXED THE SEAL OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND AT BALTIMORE ON THIS JUNE 06, 2016.



Heidi Dudderar
Associate Director



301 West Preston Street, Baltimore, Maryland 21201
Telephone Balto. Metro (410) 767-1340 / Outside Balto. Metro (888) 246-5941
MRS (Maryland Relay Service) (800) 735-2258 TT/Voice

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: No. Inc LLC

Authorized Signature: [Signature] Date: 8/9/2016

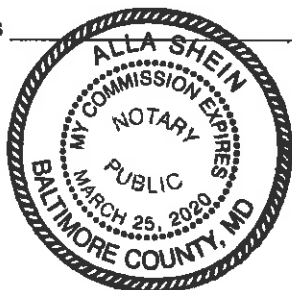
State of Maryland

County of Baltimore, to-wit:

Taken, subscribed, and sworn to before me this 09 day of August, 2016

My Commission expires _____, 20____.

AFFIX SEAL HERE



NOTARY PUBLIC

[Signature]
ALLA SHEIN
NOTARY PUBLIC Purchasing Affidavit (Revised 08/01/2015)
BALTIMORE COUNTY
MARYLAND
My Commission Expires 3-25-2020