



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

**EARLY INTERVENTION WEBSITE DESIGN**

**CATS TORFP PROJECT R62P9200072**

**MARYLAND HIGHER EDUCATION COMMISSION**

**ISSUE DATE: 04/23/2009**

## CONTENTS

<b>SECTION 1 - ADMINISTRATIVE INFORMATION .....</b>	<b>4</b>
1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT .....	4
1.2 TO AGREEMENT .....	4
1.3 TO PROPOSAL SUBMISSIONS .....	4
1.4 ORAL PRESENTATIONS/INTERVIEWS .....	4
1.5 MBE ENTERPRISE FORMS .....	4
1.6 CONFLICT OF INTEREST .....	4
1.7 NON-DISCLOSURE AGREEMENT .....	5
1.8 LIMITATION OF LIABILITY CEILING .....	5
<b>SECTION 2 - SCOPE OF WORK .....</b>	<b>6</b>
2.1 PURPOSE AND BACKGROUND .....	6
2.2 TECHNICAL REQUIREMENTS .....	7
2.3 CONTRACTOR EXPERTISE REQUIRED .....	12
2.4 CONTRACTOR MINIMUM QUALIFICATIONS .....	12
2.5 RETAINAGE .....	13
2.6 INVOICING .....	13
2.7 REPORTING .....	13
<b>SECTION 3 - TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS .....</b>	<b>14</b>
3.1 REQUIRED RESPONSE .....	14
3.2 FORMAT .....	14
<b>SECTION 4 - PROCEDURE FOR AWARDING A TASK ORDER AGREEMENT .....</b>	<b>17</b>
4.1 EVALUATION CRITERIA .....	17
4.2 TECHNICAL CRITERIA .....	17
4.3 SELECTION PROCEDURES .....	17
4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT .....	17
<b>ATTACHMENT 1 - PRICE PROPOSAL FORM .....</b>	<b>18</b>
<b>ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS .....</b>	<b>20</b>
<b>ATTACHMENT 3 – TASK ORDER AGREEMENT .....</b>	<b>31</b>
<b>ATTACHMENT 4 – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE .....</b>	<b>34</b>
<b>ATTACHMENT 5 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY .....</b>	<b>35</b>
<b>ATTACHMENT 6 – DIRECTIONS .....</b>	<b>37</b>
<b>ATTACHMENT 7 – NOTICE TO PROCEED .....</b>	<b>38</b>
<b>ATTACHMENT 8 – AGENCY RECEIPT OF DELIVERABLE FORM .....</b>	<b>39</b>
<b>ATTACHMENT 9 – AGENCY ACCEPTANCE OF DELIVERABLE FORM .....</b>	<b>40</b>
<b>ATTACHMENT 10 – NON-DISCLOSURE AGREEMENT (OFFEROR) .....</b>	<b>41</b>
<b>ATTACHMENT 11 – NON-DISCLOSURE AGREEMENT (TO CONTRACTOR) .....</b>	<b>42</b>
<b>ATTACHMENT 12 – TO CONTRACTOR SELF-REPORTING CHECKLIST .....</b>	<b>44</b>
<b>EXHIBIT A .....</b>	<b>47</b>

## KEY INFORMATION SUMMARY SHEET

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

<b>TORFP Title:</b>	Early Intervention Website Design
<b>Functional Area:</b>	FA2 Web and Internet Systems
<b>TORFP Issue Date:</b>	04/23/2009
<b>Closing Date and Time:</b>	05/18/2009 at 4:00 PM
<b>TORFP Issuing Agency:</b>	Maryland Higher Education Commission (MHEC)
<b>Send Questions and Proposals to:</b>	G. Edward Ommert eommert@mhec.state.md.us CC all questions to Takeia M. Bradley tbradley@mhec.state.md.us
<b>TO Procurement Officer:</b>	G. Edward Ommert Office Phone Number: 410-260-4510 Office FAX Number: 410-260-3200
<b>TO Manager:</b>	Takeia M. Bradley Office Phone Number: 410-260-3207 Office FAX Number: 410-260-3200
<b>TO Project Number:</b>	ADPICS Purchase Order Number R62P9200072
<b>TO Type:</b>	Fixed Price
<b>Period of Performance:</b>	12 weeks - completion 8/24/2009
<b>MBE Goal:</b>	0 percent
<b>Small Business Reserve (SBR):</b>	No
<b>Primary Place of Performance:</b>	839 Bestgate Road Annapolis MD 21401
<b>TO Pre-proposal Conference:</b>	839 Bestgate Road Annapolis MD 21401 05/07/2009 at 1:00 PM See Attachment 6 for directions.

## **SECTION 1 - ADMINISTRATIVE INFORMATION**

### **1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT**

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

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

### **1.2 TO AGREEMENT**

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

### **1.3 TO PROPOSAL SUBMISSIONS**

The TO Procurement Officer will not accept submissions after the stated date and exact time. The time will be local time as determined by Maryland Higher Education Commission's e-mail system time stamp. The TO Proposal is to be submitted via e-mail as two attachments in MS Word format. The "subject" line in the e-mail submission shall state the TORFP #R62P9200072. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS TORFP #R62P9200072 Technical". The second file will be the financial response to this CATS TORFP and titled, "CATS TORFP #R62P9200072 Financial". The following proposal documents must be submitted with required signatures as .PDF files with signatures clearly visible:

- Attachment 1 – Price Proposal
- Attachment 2 - MBE Forms D-1 and D-2
- Attachment 4 - Conflict of Interest and Disclosure Affidavit

### **1.4 ORAL PRESENTATIONS/INTERVIEWS**

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

### **1.5 MBE ENTERPRISE FORMS – not required**

### **1.6 CONFLICT OF INTEREST**

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

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

### **1.7 NON-DISCLOSURE AGREEMENT**

Certain system documentation may be available for potential Offerors to review at a reading room at Maryland Higher Education Commission's address. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement (Offeror) in the form of Attachment 10. Please contact the TO Procurement Officer of this TORFP to schedule an appointment.

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

### **1.8 LIMITATION OF LIABILITY CEILING**

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

## **SECTION 2 - SCOPE OF WORK**

### **2.1 PURPOSE AND BACKGROUND**

#### **2.1.1 PURPOSE**

The Maryland Higher Education Commission is issuing the CATS TORFP to obtain a firm to design/develop a new website. The new early intervention website (Site) must be separate and distinct from MHEC's official State website. The Site should be user-friendly, engaging, and capable of delivering information on college selection to high school students through intuitive navigation and easy to find content organization. The Site must have a uniquely Maryland design - and be in line with the design guidelines as mandated by Governor O'Malley for all State websites, and have a similar color scheme as the Primary Website, which is located at [www.mhec.state.md.us](http://www.mhec.state.md.us). The Site will serve as a clearinghouse of information specific to postsecondary education preparation, college admission, career preparation, and financial aid in the State of Maryland. While most of this information is available on the MHEC official agency website, the purpose is to present a small portion of the same information in a format geared to high school students.

#### **2.1.2 REQUESTING AGENCY BACKGROUND**

The Maryland Higher Education Commission (MHEC) is responsible for ensuring that the people of Maryland have access to a high quality, diverse, adequately funded, effectively managed, and capably led system of postsecondary education. This is accomplished by providing statewide planning, leadership, coordination and advocacy for the State's postsecondary educational institutions and through the administration of State financial aid programs.

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

#### **2.1.3 PROJECT BACKGROUND**

As part of its mission, the Maryland Higher Education Commission provides outreach to educate and disseminate information on state financial assistance programs and college preparation. The Commission is vitally concerned that every Maryland citizen has access to higher education and that families know that postsecondary education is important and that financial assistance is available to them. Currently, MHEC produces a variety of outreach pieces to assist in making students aware that college is possible, that financial aid is available, and that they should start now to take the appropriate steps to get into college. MHEC also provides outreach information for students through its official agency website.

Today's high school student, as part of the "wired generation," has been exposed to the internet since childhood. The traditional method of outreach, printed material, will not have the same impact in providing them the necessary information to prepare for their future. The early exposure to interactive methods (e.g., internet and social networking) for delivering information and "hyper-communication" has largely changed how teenagers receive, process, and act on information. In an effort to more effectively reach the high school student population, MHEC would like to reach out through a website aimed specifically at high school students. Ideally, the site will have a look and feel that is engaging, user-friendly, and inviting to teens, in other words, it will not appear overly official and intimidating

In researching several websites by other states designed to appeal to this age group, the website that stood apart and has been focus group tested with the target population is Mississippi's website ([www.mississippi.edu/riseupms](http://www.mississippi.edu/riseupms)) used in their RISE UP campaign. MHEC is planning to design and launch a site modeled after Mississippi's website. MHEC's subsidiary site will be accessed through the URL set for [www.MDgo4it.org](http://www.MDgo4it.org).

## 2.2 TECHNICAL REQUIREMENTS

MHEC has available on the Primary Website ([www.mhec.state.md.us](http://www.mhec.state.md.us)) most of the content text for the Site (additional content will be developed by MHEC during the development phase.) The Site, which will be accessible through the URL [www.MDgo4it.org](http://www.MDgo4it.org), must also be accessible by going to the Primary Website and clicking a designated link. It is also on this web page (primarily) and other areas of the Primary Website where links can be found to access the content text. MHEC has available stock photographs that may be used for incorporation into the Site.

### SITE DESIGN

#### **A. General:**

The Site must have a uniquely Maryland design that addresses the needs of high school students, as well as a general audience seeking information about postsecondary education options, preparation, and the admissions and financial aid processes.

Each section of the Site must have a common look and feel in accordance with the general look and feel described above, but also be in line with State website requirements as determined for this Site and the color scheme of the Primary Website located at [www.mhec.state.md.us](http://www.mhec.state.md.us).

The Site must have an up-to-date, cool feel to engage use by students, but must also be practical, professional, and appropriate for a State agency, and one dedicated to encouraging participation in higher education. The Site must have an attractive mix of text and graphics.

#### **B. Navigation:**

- The Site must be easy to navigate from any page.
- Navigation must be intuitive for the novice Internet user.
- It must be easy to change the text on all navigation tabs and navigation bars.
- Main navigation links must not lead user off the MDgo4it site – instead links to the MHEC official agency website and other sites must appear in separate windows.
- Every page must include a primary navigation bar that links to other pages in the section.
- A search box must appear on the home page (for the Site) and must utilize the State’s search engine.
- Information must be grouped and presented in a logical manner and require no more than three levels of “drill down” for the user to find the desired information.

#### **C. Site Components/Content**

MHEC has available on the Primary Website ([www.mhec.state.md.us](http://www.mhec.state.md.us)) most of the necessary content text for the Site – the additional content will be developed by MHEC during website development. The Site, which will be accessible through the URL [www.MDgo4it.org](http://www.MDgo4it.org), will also be accessible by going to the Primary Website and clicking a designated link. It is also on this web page where links can be found to access the content text. The list below contains information on the links that are required on the Site with the pages to be linked and a brief description of the pages. Additional links will be at the creative

discretion of MHEC, in collaboration with the selected web design/web development firm, as the project progresses. MHEC must have the ability to rename any of these required links.

- **Home**

New design will be required with a brief description of what can be found on the website and will contain navigation tabs or links to the list that follows. Information text will be supplied by MHEC.

- **Get Ready for College**

- Preparing for College <http://www.mhec.state.md.us/preparing/index.asp>  
Required action: Duplicate and redesign the content with links to the following pages:  
<http://www.marylandmentor.org/Planning/>  
<http://www.mhec.state.md.us/preparing/Whatsnext/WhatsNextaftHS.asp>  
<http://www.bcps.org/parents/pdf/BCPS-Scholarship-Program-Brochure.pdf>  
<http://www.bewhاتيwanttobe.com/>  
<http://www.mhec.state.md.us/preparing/Calgoogle.asp>  
<http://www.mhec.state.md.us/publications/StudentOutreachKit/Acadyrpreparingforcollege.pdf>  
<http://www.mhec.state.md.us/preparing/QuestionsaboutCollege/QuestionsaboutCollege.asp>  
<http://studentaid.ed.gov/PORTALSWebApp/students/english/othersources.jsp?tab=funding>  
<http://www.collegesavingsmd.org/>  
<http://www.ed.gov/students/prep/college/edpicks.jhtml>
- A student guide to higher education and learning  
<http://www.mhec.state.md.us/preparing/College411/College411Home.asp>  
Required action: Duplicate and redesign the content and include the same embedded links as found on the MHEC page. For college, private career school, and program searches, use MHEC back end application with redesigned face.
- Preparing for college <http://www.mhec.state.md.us/preparing/PreparingforCollege/Page2Pycc.asp>  
Required action: The text for the new page will be developed by MHEC

- **Maryland Colleges**

- [http://www.mhec.state.md.us/higherEd/colleges\\_universities/index.asp](http://www.mhec.state.md.us/higherEd/colleges_universities/index.asp)  
Required action: Link to MHEC page in a separate window.

- **Apply for College**

- The text for the new pages will be developed by MHEC

- **Financial Aid**

- Paying for College <http://www.mhec.state.md.us/financialAid/paying.asp>  
Required action: Duplicate and redesign content from MHEC page
- Sources of information [http://www.mhec.state.md.us/financialAid/student\\_information.asp](http://www.mhec.state.md.us/financialAid/student_information.asp)  
Required action: Duplicate and redesign the content and include the same embedded links as found on the MHEC page.
- Applying for Financial Aid <http://www.mhec.state.md.us/financialAid/apply.asp>  
Required action: Duplicate and redesign content from MHEC page
- State Financial Aid Assistance Programs and Applications  
<http://www.mhec.state.md.us/financialAid/descriptions.asp>

Required action: Duplicate and redesign the content and include the same embedded links as found on the MHEC page.

- Financial Aid Calculator  
<http://www.mhec.state.md.us/financialAid/WebCACFiles0910/cac72C119start.html>  
Required action: Link to MHEC page in a separate window.
- Glossary of Terms <http://www.mhec.state.md.us/financialAid/glossary.asp>  
Required action: Duplicate and redesign content from MHEC page
- **Career Planning**
  - The text for the new pages will be developed by MHEC
- **College Life**
  - The text for the new pages will be developed by MHEC
- **College Search**  
<http://www.mhec.state.md.us/higherEd/HEInventory.asp>
  - On this page there are 5 college searches a) [area of interest](#), (b) [institution and degree level](#), or (c) [Classification of Programs \(CIP\)](#). d) [statewide programs](#), e) [College Information Search](#):
  - Four Private career school searches (a) [training type](#), (b) [training provider](#), (c) [county](#), or (d) [keyword](#).Required action: Duplicate and redesign content and use MHEC back end application with the redesigned face.
- **Scholarship Finder tab**  
<http://www.mhec.state.md.us/financialAid/scholarshipSearch.asp>  
Required action: Duplicate and redesign content and use MHEC back end application with the redesigned face. This link is currently under redesign.
- **Calendar** <http://www.mhec.state.md.us/preparing/Calgoogle.asp>  
Required action: Duplicate and redesign the content and include the same embedded links as found on the MHEC page.

## **WEBSITE SPECIFICATIONS**

MHEC encourages creativity in the proposals submitted; however, there are certain requirements for the Site project that must be adhered to by TO Contractor. Proposals must meet all of these requirements:

- The Site must be compatible with Microsoft Internet Explorer 5.0 or later and current version of Firefox.
- The Site use must not be restricted by the use of plug-ins. In other words, plug-ins may be used to enhance the users experience, but must not restrict access to the content.
- Web site design, functionality and content must adhere to the State's regulations for non-visual accessibility.
  - See: [http://doit.maryland.gov/policies/Documents/nvguidance/Web\\_Accessibility\\_Checklist.pdf](http://doit.maryland.gov/policies/Documents/nvguidance/Web_Accessibility_Checklist.pdf)

- Employ best practices of universal usability, including handheld and PDA devices.
- Usability testing of sites
- Comply with W3C WAI (World Wide Web Consortium Web Accessibility Initiative) Level A Conformance to Web Content Accessibility Guidelines 1.0. All code on the Site should validate to W3C (World Wide Web Consortium) specifications. W3C validation site: <http://validator.w3.org/>
- Color contrast tested
- Functionality without images
- The State website requirements for branding have not yet been determined for this Site. Vendor must adhere to final requirements which may include strict adoption (see MHEC official agency website and link below), modified adoption (minor changes to the MHEC's official agency website), or vendor-created design.
  - The official State of Maryland common design elements and content layout can be found at <http://doit.maryland.gov/WebCom/Documents/2008BrandingStandards.pdf>.
  - The use of consistent links and functionality *on all pages* makes the State's web sites easier to use.
- The Site must be designed with a balance of text and graphics such that each page loads in 8 seconds or less on the average computer (56K modem).
- The Site must be designed to be edited in Microsoft FrontPage 2003 and SharePoint Designer 2007 and use cascading style sheets for common elements.
- The website can use HTML, and ASP web pages to contain the content on the IIS6 web platform on the MHEC Windows 2003 server.
- The Site must be compliant for use with Google Analytics, Crazy Egg, and Quantcast.
- For the website search tool, the Site must use State search back end application.

### 2.2.1 DELIVERABLES

For each written deliverable, draft and final, the TO Contractor shall submit to the TO Manager one hard copy and one electronic copy compatible with Microsoft Office 2003, Microsoft Project 2003 and/or Visio 2003.

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

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

- E) Represent a significant level of completeness towards the associated final written deliverable that supports a concise final deliverable acceptance process.

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

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

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

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

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

### **2.2.2.1 TASKS**

#### LOGO

Contractor must develop a new logo for the website that must be displayed on each webpage. The artwork for the new logo will be used by MHEC in other publications and media and shall be the property of MHEC.

#### WEBSITE DESIGN

In accordance with criteria and information in section **2.2 Technical Description**, the new website must be flexible, informative, and easy to maintain. The Site must be user-friendly, engaging, and capable of delivering large amounts of information to key audiences through intuitive navigation and easy to find content organization. The Site must have a unique Maryland design - and be in line with the design guidelines as determined for this Site, and have a similar color scheme as the Primary Website, which is located at [www.mhec.state.md.us](http://www.mhec.state.md.us). The Site will serve as a clearinghouse for high school students of information specific to postsecondary education

Contractor will be required to submit at least two alternate designs for review and selection. One of the designs must use tabs. The alternate designs must include a home page plus a template for interior pages. The contractor may use the Mississippi's website ([www.mississippi.edu/riseupms](http://www.mississippi.edu/riseupms)) as an example in creating the new website.

## WEBSITE TESTING

Testing of the Site is required on all applicable platforms to ensure the Site works as promised. Proposals must include a testing plan.

## WEBSITE DELIVERY

Delivery and uploading of the Site to MHEC for internal hosting is required. Testing, integration and delivery must be completed such that the live site may be launched on or about August 24, 2009.

### **2.2.2 DELIVERABLE/ DELIVERY SCHEDULE**

<b>ID</b>	<b>Deliverables for 2.2.3</b>	<b>Expected Completion:</b>
2.2.2.1	At least 2 alternate designs (home page and interior page designs)	NTP + 14 Calendar Days
2.2.2.2	MHEC deliverable website for testing and integration	8/12/09
2.2.2.3	MHEC acceptance of final completed website in accordance with scope of work in Section 2	8/24/09

### **2.2.3 REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES**

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

- The State's System Development Life Cycle (SDLC) methodology
- The State Information Technology Security Policy and Standards
- The State Information Technology Project Oversight
- The State of Maryland Enterprise Architecture
- The TO Contractor shall follow the project management methodologies that are consistent with the Project Management Institute's Project Management Body of Knowledge Guide. TO Contractor's staff and sub Contractors are to follow a consistent methodology for all TO activities.

### **2.3 CONTRACTOR EXPERTISE REQUIRED**

The Master Contractor and proposed staff, if applicable must document a professional level of expertise in designing websites, preferably for schools, universities, and/or State agencies. Also, contractor must have designed at least five (5) websites. Only live sites will be considered in meeting this criterion.

### **2.4 CONTRACTOR MINIMUM QUALIFICATIONS**

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

## **2.5 RETAINAGE**

No retainage is required.

## **2.6 INVOICING**

Payment will only be made upon completion and acceptance of the final deliverable as defined in 2.2..2.3.

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

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

### **2.6.1 INVOICE SUBMISSION PROCEDURE**

This procedure consists of the following requirements and steps:

- A) The invoice shall identify the Maryland Higher Education Commission as the Maryland Higher Education Commission, deliverable description, associated TO Agreement number, date of invoice, period of performance covered by the invoice, and a TO Contractor point of contact with telephone number.
- B) The TO Contractor shall send the original of each invoice and supporting documentation (itemized billing reference for employees and any subcontractor and signed Acceptance of Deliverable form – Attachment 9, for each deliverable being invoiced) submitted for payment to the Maryland Higher Education Commission at the following address: Takeia M. Bradley, Maryland Higher Education Commission, 839 Bestgate Road, Annapolis MD 21401
- C) Invoices for final payment shall be clearly marked as “FINAL” and submitted when all work requirements have been completed and no further charges are to be incurred under the TO Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.

## **2.7 REPORTING**

The TO Contractor and the Maryland Higher Education Commission shall conduct biweekly progress meetings. A biweekly project progress report shall be submitted one day in advance prior to the discussion to the TO Manager and shall contain, at a minimum, the following information:

- Maryland Higher Education Commission name, TO Agreement number, functional area name and number, reporting period and “Progress Report” to be included in the e-mail subject line.
- Work accomplished during the biweekly period.
- Deliverable progress, as a percentage of completion.
- Problem areas, including scope creep or deviation from the work plan.
- Planned activities for the next reporting period.
- Gantt chart updated from the original to show actual progress; as applicable, explanations for variances and plan for completion on schedule.
- An accounting report for the current reporting period and a cumulative summary of the totals for both the current and previous reporting periods. The accounting report shall include amounts invoiced-to-date and paid-to-date.

## **SECTION 3 - TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS**

### **3.1 REQUIRED RESPONSE**

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

### **3.2 FORMAT**

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

#### **3.2.1 THE TECHNICAL PORTION OF THE TO PROPOSAL SHALL INCLUDE**

##### A) Proposed Services – Work Plan

- 1) Requirements: A detailed discussion of the Master Contractor's understanding of the work and the Master Contractor's capabilities, approach and solution to address the requirements outlined in Section 2.
- 2) Assumptions: A description of any assumptions formed by the Master Contractor in developing the Technical Proposal.
- 3) Risk Assessment: An assessment of any risks inherent in the work requirements and actions to mitigate these risks.
- 4) Proposed Solution: A description of the Master Contractor's proposed solution to accomplish the specified work requirements.
- 5) Proposed Tools: A description of all proposed tools that will be used to facilitate the work.
- 6) Tasks and Deliverables: A description of and the schedule for each task and deliverable, illustrated by a Gantt chart. Start and completion dates for each task, milestone, and deliverable shall be indicated. The Gantt chart will form the baseline for task order monitoring, and will be updated bi-weekly as part of progress reporting (see Section 2.7.1).
- 7) Work Breakdown Structure: A detailed work breakdown structure and staffing schedule, with labor hours by skill category that will be applied to meet each milestone and deliverable, and to accomplish all specified work requirements.
- 8) Acceptance Criteria: A statement acknowledging the Master Contractor's understanding of the acceptance criteria.

##### B) Proposed Personnel

- 1) Identify and provide resumes for all proposed personnel by labor category. The resume should highlight the proposed personnel's applicable responsibilities and accomplishments as they relate to the requirements of this TORFP.
- 2) Certification that all proposed personnel meet the minimum required qualifications and possess the required certifications in accordance to Section 2.4.
- 3) Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under this TO Agreement.
- 4) Complete and provide, at the interview, Attachment 5 – Labor Classification Personnel Resume Summary.

C) Subcontractors

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

D) Master Contractor and Subcontractor Experience and Capabilities

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

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

E) Proposed Facility

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

F) State Assistance

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

G) Confidentiality

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

### **3.2.2 THE FINANCIAL RESPONSE OF THE TO PROPOSAL SHALL INCLUDE**

- A) A description of any assumptions on which the Master Contractor's Financial Proposal is based (Assumptions shall not constitute conditions, contingencies, or exceptions to the

price proposal);

B) Attachment 1 - Completed Financial Proposal

## **SECTION 4 - PROCEDURE FOR AWARDING A TASK ORDER AGREEMENT**

### **4.1 EVALUATION CRITERIA**

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

### **4.2 TECHNICAL CRITERIA**

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

- The creativity of the websites designed by the Master Contractor.
- The experience of the Master Contractor's proposed personnel in performing the duties required in Sections 2.2 through 2.2.2.1.
- The Master Contractor's understanding of the work to be accomplished.

### **4.3 SELECTION PROCEDURES**

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

### **4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT**

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



Attachment 2 – Minority Business  
Enterprise Forms

**NOT REQUIRED**

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

**CATS TORFP # R62P9200072**

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

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

# ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

## FORM D – 1

### CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT

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

In conjunction with the offer submitted in response to TORFP No R62P9200072, I affirm the following:

1. I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of 0 percent and, if specified in the TORFP, sub-goals of 0 percent for MBEs classified as African American-owned and 0 percent for MBEs classified as women-owned. I have made a good faith effort to achieve this goal.

OR

After having made a good faith effort to achieve the MBE participation goal, I conclude that I am unable to achieve it. Instead, I intend to achieve an MBE goal of 0 percent and request a waiver of the remainder of the goal. If I am selected as the apparent TO Agreement awardee, I will submit written waiver documentation that complies with COMAR 21.11.03.11 within 10 business days of receiving notification that our firm is the apparent low bidder or the apparent awardee.

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

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

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

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

\_\_\_\_\_  
Offeror Name

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name, Title

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Date

SUBMIT AS A .PDF FILE WITH TO RESPONSE

## ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

### FORM D – 2

#### MINORITY BUSINESS ENTERPRISE PARTICIPATION SCHEDULE

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

TO Prime Contractor (Firm Name, Address, Phone)	Task Order Description
Task Order Agreement Number R62P9200072	
List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	

**USE ATTACHMENT D-2 CONTINUATION PAGE AS NEEDED**

**SUMMARY**

**TOTAL MBE PARTICIPATION:** \_\_\_\_\_ %  
**TOTAL WOMAN-OWNED MBE PARTICIPATION:** \_\_\_\_\_ %  
**TOTAL AFRICAN AMERICAN-OWNED MBE PARTICIPATION:** \_\_\_\_\_ %

Document Prepared By: (please print or type)  
Name: \_\_\_\_\_ Title: \_\_\_\_\_

SUBMIT AS A .PDF FILE WITH TO RESPONSE

**ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS**

**FORM D – 2**

**MINORITY BUSINESS ENTERPRISE PARTICIPATION SCHEDULE (CONTINUED)**

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

SUBMIT AS A .PDF FILE WITH TO RESPONSE

**ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS**

**FORM D – 3**

**OUTREACH EFFORTS COMPLIANCE STATEMENT**

In conjunction with the bid or offer submitted in response to TORFP # R62P9200072, I state the following:

1. Offeror identified opportunities to subcontract in these specific work categories:
  
2. Attached to this form are copies of written solicitations (with bidding instructions) used to solicit certified MBEs for these subcontract opportunities.
  
3. Offeror made the following attempts to contact personally the solicited MBEs:
  
4.  Offeror assisted MBEs to fulfill or to seek waiver of bonding requirements.  
  
(DESCRIBE EFFORTS)  
  
 This project does not involve bonding requirements.
  
5.  Offeror did/did not attend the pre-proposal conference  
 No pre-proposal conference was held.

\_\_\_\_\_  
Offeror Name

By: \_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

**ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS**

**FORM D – 4**

**SUBCONTRACTOR PROJECT PARTICIPATION STATEMENT**

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

Provided that \_\_\_\_\_ is awarded the TO Agreement in  
(Prime TO Contractor Name)

conjunction with TORFP No. R62P9200072, it and \_\_\_\_\_,  
(Subcontractor Name)

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

(Describe work to be performed by MBE):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

By:

By:

\_\_\_\_\_  
Prime Contractor Signature

\_\_\_\_\_  
Subcontractor Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

# ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

## FORM D – 5

### MINORITY BUSINESS ENTERPRISE PARTICIPATION TO CONTRACTOR PAID/UNPAID INVOICE REPORT

Report #: _____ Reporting Period (Month/Year): _____ <b>Report is due by the 15<sup>th</sup> of the following month.</b>	CATS TORFP #R62P9200072 Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____
--	---

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

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

**Return one copy of this form to the following address:**

Takeia M. Bradley, GEAR UP/CPIP College Coordinator Maryland Higher Education Commission 839 Bestgate Road Annapolis MD 21401 tbradley@mhec.state.md.us	G. Edward Ommert, Director of Administrative Services Maryland Higher Education Commission 839 Bestgate Road Annapolis MD 21401 eommert@mhec.state.md.us
--	--

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

# ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

## FORM D – 6

### MINORITY BUSINESS ENTERPRISE PARTICIPATION SUBCONTRACTOR PAID/UNPAID INVOICE REPORT

Report #: _____ Reporting Period (Month/Year): __/_____ <b>Report Due By the 15<sup>th</sup> of the following Month.</b>	CATS TORFP #R62P9200072 Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____	
MBE Subcontractor Name: _____		
MDOT Certification #: _____		
Contact Person: _____		
Address: _____		
City: _____	State: _____	ZIP: _____
Phone: _____	FAX: _____	
Subcontractor Services Provided: _____		
<b>List all payments received from Prime TO Contractor during reporting period indicated above.</b>  1. _____  2. _____  3. _____  <b>Total Dollars Paid: \$</b> _____	<b>List dates and amounts of any unpaid invoices over 30 days old.</b>  1. _____  2. _____  3. _____  <b>Total Dollars Unpaid: \$</b> _____	
Prime TO Contractor: _____		Contact Person: _____

**Return one copy of this form to the following address:**

Takeia M. Bradley, GEAR UP/CPIP College Coordinator Maryland Higher Education Commission 839 Bestgate Road Annapolis MD 21401 tbradley@mhec.state.md.us	G. Edward Ommert, Director of Administrative Services Maryland Higher Education Commission 839 Bestgate Road Annapolis MD 21401 <a href="mailto:gommert@mhec.state.md.us">gommert@mhec.state.md.us</a>
--	--

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Submit as required in TO Contractor MBE Reporting Requirements



## ATTACHMENT 3 – TASK ORDER AGREEMENT

### CATS TORFP# R62P9200072 OF MASTER CONTRACT #050R5800338

This Task Order Agreement (“TO Agreement”) is made this day of Month, 200X by and between Task Order Contractor (TO Contractor) and the STATE OF MARYLAND, Maryland Higher Education Commission.

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

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
  - a. “Agency” means the Maryland Higher Education Commission, as identified in the CATS TORFP # R62P9200072.
  - b. “CATS TORFP” means the Task Order Request for Proposals # R62P9200072, dated April 27, 2009, including any addenda.
  - c. “Master Contract” means the CATS Master Contract between the Maryland Department of Budget and Management and TO Contractor dated December 19, 2005.
  - d. “TO Procurement Officer” means G. Edward Ommert. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
  - e. “TO Agreement” means this signed TO Agreement between Maryland Higher Education Commission and TO Contractor.
  - f. “TO Contractor” means the CATS Master Contractor awarded this TO Agreement, whose principal business address is \_\_\_\_\_ and whose principal office in Maryland is \_\_\_\_\_.
  - g. “TO Manager” means Takeia M. Bradley of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
  - h. “TO Proposal - Technical” means the TO Contractor’s technical response to the CATS TORFP dated date of TO Proposal – Technical.
  - i. “TO Proposal – Financial” means the TO Contractor’s financial response to the CATS TORFP dated date of TO Proposal - Financial.
  - j. “TO Proposal” collectively refers to the TO Proposal – Technical and TO Proposal – Financial.
2. Scope of Work
  - 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supersede the Master Contract.
  - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
    - a. The TO Agreement,
    - b. Exhibit A – CATS TORFP
    - c. Exhibit B – TO Proposal-Technical
    - d. Exhibit C – TO Proposal-Financial

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

3. Time for Performance

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

4. Consideration and Payment

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

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

**TO Contractor Name**

\_\_\_\_\_  
By: Type or Print TO Contractor POC

\_\_\_\_\_  
Date

Witness: \_\_\_\_\_

STATE OF MARYLAND, Maryland Higher Education Commission

\_\_\_\_\_  
By: G. Edward Ommert, TO Procurement Officer

\_\_\_\_\_  
Date

Witness: \_\_\_\_\_

## ATTACHMENT 4 – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

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

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

Date: \_\_\_\_\_ By: \_\_\_\_\_

(Authorized Representative and Affiant)

SUBMIT AS A .PDF FILE WITH TO RESPONSE

## **ATTACHMENT 5 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY**

### **INSTRUCTIONS:**

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

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

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

**ATTACHMENT 5 – LABOR CLASSIFICATION PERSONNEL RESUME  
SUMMARY (CONTINUED)**

Proposed Individual's Name/Company:	How does the proposed individual meet each requirement?
<b>LABOR CLASSIFICATION TITLE – (INSERT LABOR CATEGORY NAME)</b>	
Experience: For proposed staff, document a professional level of expertise in designing websites, preferably for schools, universities, and/or State agencies	

The information provided on this form for this labor class is true and correct to the best of my knowledge:

**Contractor's Contract Administrator:**

\_\_\_\_\_

Signature Date

**Proposed Individual:**

\_\_\_\_\_

Signature Date

SUBMIT WITH TECHNICAL PROPOSAL  
SIGNATURE REQUIRED AT THE TIME OF THE INTERVIEW

**ATTACHMENT 6 – DIRECTIONS**  
**TO THE PRE-TO PROPOSAL CONFERENCE**

**Directions to the Maryland Higher Education Commission**  
**839 Bestgate Road, Suite 400**  
**Annapolis, MD 21401-3013**

**From Baltimore**

From I-695, take I-97 South toward Annapolis and follow the directions “From Route 50” below.

Or exit I-97 at MD-178 in Crownsville and continue about 6 miles to left on Bestgate Road.

**From Washington**

From I-495, take US 50 East toward Annapolis and follow the directions “From Route 50” below.

**From Route 50**

Take MD 450 exit number 23 toward MD-178/ Parole. Keep right at the fork in the ramp. Route 450 becomes West Street and then Generals Highway. Turn right on Bestgate Road.

**From the Eastern Shore**

Take US 50 West toward Annapolis. Take exit number 24B and follow signs to Bestgate Road. Follow Bestgate Road for 1.5 miles and make a U-Turn at Westfield Mall to reach 839.

Ample parking is located in front of the building.

## ATTACHMENT 7 – NOTICE TO PROCEED

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS Task Order Agreement #R62P9200072

Dear TO Contractor Contact:

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

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

Sincerely,

TO Procurement Officer

Task Order Procurement Officer

Enclosures (2)

cc: TO Manager

Procurement Liaison Office, Department of Information Technology

Project Management Office, Department of Information Technology



## ATTACHMENT 9 – AGENCY ACCEPTANCE OF DELIVERABLE FORM

Agency Name: Maryland Higher Education Commission

TORFP Title: Early Intervention Website Design

TO Manager: Takeia M. Bradley – 410-260-3207

### To:

The following deliverable, as required by TO Agreement #R62P9200072, has been received and reviewed in accordance with the TORFP.

Title of deliverable: \_\_\_\_\_

TORFP Contract Reference Number: Section # \_\_\_\_\_

Deliverable Reference ID # \_\_\_\_\_

This deliverable:

Is accepted as delivered.

Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

\_\_\_\_\_  
TO Manager Signature

\_\_\_\_\_  
Date Signed

ISSUED BY THE TO MANAGER AS REQUIRED IN SECTION 2.2.1 OF THE TORFP.

## ATTACHMENT 10 – NON-DISCLOSURE AGREEMENT (OFFEROR)

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

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS TORFP #R62P9200072 for Early Intervention Website Design. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to \_\_\_\_\_. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information described in Section 1.7 of the TORFP, OFFEROR agrees as follows:

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

OFFEROR: \_\_\_\_\_ BY: \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SUBMIT AS REQUIRED IN SECTION 0 OF THE TORFP

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

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

### RECITALS

**WHEREAS**, the TO Contractor has been awarded a Task Order Agreement (the “TO Agreement”) for Early Intervention Website Design TORFP No. R62P9200072 dated 04/27/2009, (the “TORFP”) issued under the Consulting and Technical Services procurement issued by the Department, Project Number 050R5800338; and

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

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

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

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

**TO Contractor/TO Contractor's Personnel:**

**Maryland Higher Education Commission:**

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

SUBMIT AS REQUIRED IN SECTION 0 OF THE TORFP

## ATTACHMENT 12 – TO CONTRACTOR SELF-REPORTING CHECKLIST

The purpose of this checklist is for CATS Master Contractors to self-report on adherence to procedures for task orders (TO) awarded under the CATS master contract. Requirements for TO management can be found in the CATS master contract RFP and at the TORFP level. The Master Contractor is requested to complete and return this form by the **Checklist Due Date** below. Master Contractors may attach supporting documentation as needed. Please send the completed checklist and direct any related questions to [contractoversight@doit.state.md.us](mailto:contractoversight@doit.state.md.us) with the TO number in the subject line.

<b>Master Contractor:</b>	
<b>Master Contractor Contact / Phone:</b>	
<b>Procuring State Agency Name:</b>	
<b>TO Title:</b>	
<b>TO Number:</b>	
<b>TO Type (Fixed Price, T&amp;M, or Both):</b>	
<b>Checklist Issue Date:</b>	
<b>Checklist Due Date:</b>	

### Section 1 – Task Orders with Invoices Linked to Deliverables

A) Was the original TORFP (Task Order Request for Proposals) structured to link invoice payments to distinct deliverables with specific acceptance criteria?

Yes  No  (If no, skip to Section 2.)

B) Do TO invoices match corresponding deliverable prices shown in the accepted Financial Proposal?

Yes  No  (If no, explain why) \_\_\_\_\_

C) Is the deliverable acceptance process being adhered to as defined in the TORFP?

Yes  No  (If no, explain why) \_\_\_\_\_

### Section 2 – Task Orders with Invoices Linked to Time, Labor Rates and Materials

A) If the TO involves material costs, are material costs passed to the agency without markup by the Master Contractor?

Yes  No  (If no, explain why) \_\_\_\_\_

B) Are labor rates the same or less than the rates proposed in the accepted Financial Proposal?

Yes  No  (If no, explain why) \_\_\_\_\_

C) Is the Master Contractor providing timesheets or other appropriate documentation to support invoices?

Yes  No  (If no, explain why) \_\_\_\_\_

### Section 3 – Substitution of Personnel

A) Has there been any substitution of personnel?

Yes  No  (If no, skip to Section 4.)

B) Did the Master Contractor request each personnel substitution in writing?

Yes  No  (If no, explain why) \_\_\_\_\_

C) Does each accepted substitution possess equivalent or better education, experience and qualifications than incumbent personnel?

Yes  No  (If no, explain why) \_\_\_\_\_

D) Was the substitute approved by the agency in writing?

Yes  No  (If no, explain why) \_\_\_\_\_

### Section 4 – MBE Participation

A) What is the MBE goal as a percentage of the TO value? (If there is no MBE goal, skip to Section 5)  
%

B) Are MBE reports D-5 and D-6 submitted monthly?

Yes  No  (If no, explain why) \_\_\_\_\_

C) What is the actual MBE percentage to date? (divide the dollar amount paid to date to the MBE by the total amount paid to date on the TO)

%

(Example - \$3,000 was paid to date to the MBE sub-contractor; \$10,000 was paid to date on the TO; the MBE percentage is 30% ( $3,000 \div 10,000 = 0.30$ ))

D) Is this consistent with the planned MBE percentage at this stage of the project?

Yes  No  (If no, explain why) \_\_\_\_\_

E) Has the Master Contractor expressed difficulty with meeting the MBE goal?

Yes  No

(If yes, explain the circumstances and any planned corrective actions)

\_\_\_\_\_

### Section 5 – TO Change Management

A) Is there a written change management procedure applicable to this TO?

Yes  No  (If no, explain why) \_\_\_\_\_

B) Does the change management procedure include the following?

Yes  No  Sections for change description, justification, and sign-off

Yes  No  Sections for impact on cost, scope, schedule, risk and quality (i.e., the impact of change on satisfying TO requirements)

Yes  No  A formal group charged with reviewing / approving / declining changes (e.g., change control board, steering committee, or management team)

C) Have any change orders been executed?

Yes  No

**(If yes, explain expected or actual impact on TO cost, scope, schedule, risk and quality)**

\_\_\_\_\_

D) Is the change management procedure being followed?

Yes  No  **(If no, explain why)** \_\_\_\_\_

**EXHIBIT A**

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

Printed Name and Address  
of Employee or Agent

Signature

Date

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