



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

**Email, PDA and Network Fax (EPF)
Managed Services**

CATS II TORFP # J01B9200029

Small Business Reserve Only

Maryland Department of Transportation (MDOT)
Office of Transportation Technology Services (OTTS)

ISSUE DATE: June 14, 2011

TABLE OF CONTENTS

SECTION 1 - ADMINISTRATIVE INFORMATION	5
1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT	5
1.2 TO AGREEMENT	5
1.3 TO PROPOSAL SUBMISSIONS	5
1.4 ORAL PRESENTATIONS/INTERVIEWS	5
1.5 MINORITY BUSINESS ENTERPRISE	5
1.6 CONFLICT OF INTEREST	6
1.7 NON-DISCLOSURE AGREEMENT	6
1.8 LIMITATION OF LIABILITY CEILING	6
1.9 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES	6
SECTION 2 – SCOPE OF WORK	7
2.1 PURPOSE	7
2.2 REQUESTING AGENCY INFORMATION	7
2.3 MANAGEMENT ROLES AND RESPONSIBILITIES	7
2.4 SYSTEM BACKGROUND AND DESCRIPTION	8
2.5 PROFESSIONAL DEVELOPMENT	8
2.6 REQUIREMENTS	8
2.6.1 TO CONTRACTOR PERSONNEL DUTIES AND RESPONSIBILITIES	8
2.7 WORK HOURS	14
2.8 SERVICE LEVEL AGREEMENT FOR CAPACITY MANAGEMENT SERVICES	15
2.8.1 SLA 1	15
2.8.2 SLA 2	16
2.9 PERFORMANCE EVALUATION	16
2.10 PERFORMANCE PROBLEM MITIGATION	16
2.11 SUBSTITUTION OF PERSONNEL	16
2.12 DELIVERABLES	16
2.13 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES	17
2.14 TO CONTRACTOR PERSONNEL MINIMUM QUALIFICATIONS	17
2.15 TO CONTRACTOR EXPERTISE REQUIRED	17
2.16 PREMISES AND OPERATIONAL SECURITY	18
2.17 INVOICE SUBMISSION	18
2.17.1 INVOICE FORMAT	19
2.18 MBE PARTICIPATION REPORTS	19
SECTION 3 - TO PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS	20
3.1 REQUIRED RESPONSE	20
3.2 FORMAT	20
SECTION 4 - PROCEDURE FOR AWARDED A TO AGREEMENT	22
4.1 EVALUATION CRITERIA	22
4.2 TECHNICAL CRITERIA	22
4.3 SELECTION PROCEDURES	22
4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT	22
ATTACHMENT 1 - PRICE PROPOSAL FOR CATS II #J01B9200029	23
ATTACHMENT 1A - PRICE PROPOSAL FOR CATS II TORFP #J01B9200029	24

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS..... 25
ATTACHMENT 3 – TASK ORDER AGREEMENT..... 34
ATTACHMENT 4 – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE..... 37
ATTACHMENT 5 – LABOR CATEGORY PERSONNEL RESUME SUMMARY 38
ATTACHMENT 6 – DIRECTIONS 40
ATTACHMENT 7 – NOTICE TO PROCEED 41
ATTACHMENT 8 – AGENCY RECEIPT OF DELIVERABLE FORM 42
ATTACHMENT 9 – AGENCY ACCEPTANCE OF DELIVERABLE FORM 43
ATTACHMENT 10 – NON-DISCLOSURE AGREEMENT (OFFEROR)..... 44
ATTACHMENT 11 – NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)..... 45
ATTACHMENT 12 – TO CONTRACTOR SELF-REPORTING CHECKLIST 47
ATTACHMENT 13 – LIVING WAGE AFFIDAVIT OF AGREEMENT 49
ATTACHMENT 14 – SMALL BUSINESS RESERVE CONTRACT AFFADAVIT 50
ATTACHMENT 15- PERFORMANCE EVALUATION.....52
ATTACHMENT 16- BACKGROUND CHECK AFFIDAVIT.....62
EXHIBIT A..... 63

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KEY INFORMATION SUMMARY SHEET

This Consulting and Technical Services II (CATS II) 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 II 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. Master Contractors choosing not to submit a proposal must submit a Master Contractor Feedback form. The form is accessible via your CATS II 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 II RFP issued by the Maryland Department of Information Technology and subsequent Master Contract Project Number 060B9800035, including any amendments.

TORFP NAME:	Email, PDA and Network Fax (EPF) Managed Services
FUNCTIONAL AREA:	FA6 System Operations, Maintenance & Support
TORFP ISSUE DATE:	06/14/2011
Closing Date and Time:	07/8/2011 at 2:00 PM
TORFP Issuing Office:	Maryland Department of Transportation Office of Transportation Technology Services
Questions and Proposals are to be sent to:	TO Procurement Officer – Joy Abrams Telephone Number: 410-865-1130 Email Address: jabrams@mdot.state.md.us
TO Procurement Officer	Joy Abrams Office of Procurement Office Phone: 410-865-1130 Email: jabrams@mdot.state.md.us
TO Manager:	Mark Habighurst MDOT OTTS Network Operations Office Phone: (410) 684-7096 FAX : (410) 424-3752 mhabighurst@mdot.state.md.us
Project Number:	J01B9200029
TO Type:	Fix Price with Time and Materials Option
Period of Performance:	NTP – May 31, 2014
MBE Goal:	0
Small Business Reserve (SBR):	Yes
Primary Place of Performance:	MDOT Headquarters: 7201 Corporate Center Drive, Hanover, MD 21076
State Furnish Work Site and/or Access to Equipment, Facilities or Personnel:	Office Desk Space and email and software applications for On-site staff.
TO Pre-Proposal Conference:	Wednesday, June 22, 2011 @ 2:00-3:00 PM Location: MDOT Headquarters- 7201 Corporate Center Drive, Hanover MD 21076 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 (TOA) scope issues, and for authorizing any changes to the TOA.

The TO Manager has the primary responsibility for the management of the work performed under the TOA; administration functions, including issuing written directions; ensuring compliance with the terms and conditions of the CATS II 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 TOA, 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 date and exact time stated in the Key Information Summary Sheet above. The date and time of submission is determined by the date and time of arrival in the TO Procurement Officer's e-mail box. The TO Proposal is to be submitted via e-mail as two attachments in MS Word format (Version 2007 or older). **Please note that the MDOT system has an 8 MB limit on email transmissions.** The "subject" line in the e-mail submission shall state the TORFP # **J01B9200029**. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS II TORFP # **J01B9200029** Technical". The second file will be the financial response to this CATS II TORFP and titled, "CATS II TORFP # **J01B9200029**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 (if applicable)
- Attachment 4 - Conflict of Interest and Disclosure Affidavit
- Attachment 5 - Labor Category Personnel Resume Summary
- Attachment 10- Non Disclosure Offeror
- Attachment 13 – Living Wage Affidavit of Agreement
- Attachment 14 – Small Business Reserve Contract Affidavit
- Certifications- (if applicable)

1.4 ORAL PRESENTATIONS/INTERVIEWS

All Master Contractors and proposed staff may 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 Task Order Manager will notify Master Contractor of the time and place of oral presentations which must be conducted in person only; no deviations.

1.5 MINORITY BUSINESS ENTERPRISE (IF APPLICABLE)

A Master Contractor that responds to this TORFP shall complete, sign, and submit all required MBE documentation (Attachment 2 - Forms D-1 and D-2) at the time it submits its' TO Proposal. **Failure of the Master Contractor to complete, sign, and submit all required MBE documentation without**

errors at the time it submits its' TO Proposal will result in the State's rejection of the Master Contractor's TO Proposal.

1.6 CONFLICT OF INTEREST

The TO Contractor awarded the TOA shall provide IT 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 MDOT/OTTS, One Orchard Road, Glen Burnie, MD. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement in the form of Attachment 10. Please contact the TO Manager Officer of this TORFP to schedule an appointment.

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

1.8 LIMITATION OF LIABILITY CEILING

Pursuant to Section 27 (C) of the CATS II Master Contract, the limitation of liability per claim under this TORFP shall not exceed the total TOA amount.

1.9 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES

The Department of Information Technology (DoIT) is responsible for contract management oversight on the CATS II Master Contract. As part of that oversight, DoIT has implemented a process for self-reporting contract management activities of CATS II task orders (TO). This process shall typically apply to active TOs for operations, maintenance, and support valued at \$1 million or greater, but all CATS II TOs are subject to review.

Attachment 12 is the TO Contractor Self-Reporting Checklist. DoIT will send initial checklists out to applicable TO Contractors approximately three months after the award date for a TO. The TO Contractor shall complete and return the checklist as instructed on the checklist. Subsequently, at six month intervals from the due date on the initial checklist, the TO Contractor shall update and resend the checklist to DoIT.

1.10 SMALL BUSINESS RESERVE AFFADAVIT

This is a Small Business Reserve Procurement for which award will be limited to Certified Small Business vendors. Only businesses that meet the statutory requirements set forth in the State Finance and Procurement Article §14-501-14-505, Annotated Code of Maryland, and who are registered with the Department of General Services Small Business Reserve Program are eligible for award of a contact.

SECTION 2 – SCOPE OF WORK

2.1 PURPOSE

The Maryland Department of Transportation (MDOT), Office of Transportation Technology Services (OTTS) wishes to continue to provide an IT computing infrastructure management program that is consistent with the State of Maryland and well-known Information Technology best practices and standards. MDOT is issuing this CATS II TORFP to obtain consolidated managed services for its Email, PDA and Centralized Network Fax services.

The TO Contractor shall be accountable for effectively and efficiently maintaining high availability, reliability and integrity of the application products for MDOT's Email, PDA and Network Fax services. These services will include the planned installation, testing, and maintenance of system software with the appropriate versions, releases and maintenance levels by senior-level personnel. The Master Contractor shall provide these services on a fixed prices monthly basis for capacity management, in accordance with the requirements of this TORFP. The Contractor shall also provide project based services to MDOT as the need may arise, on a Time and Material basis. **For Project based services, the Master Contractor shall be requested by MDOT to submit a quote using the labor hours and labor categories proposed via 2.6.1.6 Project Based Services/Work Order Process. All Project based services work shall be controlled by MDOT.**

2.2 REQUESTING AGENCY INFORMATION

The Maryland Department of Transportation (MDOT), Office of Transportation Technology Services (OTTS) provides enterprise-wide infrastructure support to the MDOT Transportation Business Units (TBUs) and to its external customers. OTTS provides network and email support at the enterprise level. Additionally, support is provided for a variety of PC and web-based applications that interface with e-mail and PDA's.

2.3 MANAGEMENT ROLES AND RESPONSIBILITIES

MDOT's TO Manager will be responsible for all work to be performed under this task order, will assign tasks to the TO Contractor personnel, and will track and monitor the work being performed.

TO Contractor Manager will serve as first line contact with the TO Manager to review and discuss the progress of tasks, upcoming projects, historical performance, and resolve any issues that may arise pertaining to the TO Contractor Personnel on a monthly basis. The TO Contractor Manager will serve as liaison between the TO Manager and the senior TO Contractor Management.

TO Contractor Management will receive status reports and time reports from the TO Contractor Personnel, and will provide invoices to MDOT as specified under Section 2.17. TO Contractor Management is responsible for making payments to the TO Contractor Personnel.

TO Contractor shall have a single point of contact to act as the Program/Contract TO Administrator whose responsibilities include, but are not limited to the following: liaison between the TO Contractor and the State, oversight of daily operations and maintenance, receive Work Orders and NTPs from the State, authority to commit additional work of TO Contractor's staff, receive evaluation forms and address any necessary remediation plans.

TO Contractor Personnel staffing will be based on the TO Contractor's proposed solution and shall meet the requirements of the labor categories as described in the CATS II RFP and shall be experienced in the support and administration of Microsoft Exchange 2007 and beyond.

2.4 SYSTEM BACKGROUND AND DESCRIPTION

OTTS operates a twenty-four (24) hours a day, seven (7) days a week data center and is tasked with providing all information technology services for all Transportation Business Units within MDOT to include but not limited to State Highway Administration (SHA), Maryland Port Administration (MPA), Motor Vehicle Administration (MVA), the Maryland Transportation Authority (MDTA), Maryland Aviation Administration (MAA), the Maryland Transit Administration (MTA), and MDOT Secretary's Office (TSO).

MDOT's email services solution is currently Microsoft's Exchange 2003 / Outlook 2003 and is scheduled to be upgraded to Microsoft's Exchange 2007 / Outlook 2003/2007 prior to expiration of the current Task Order. Presently, there are approximately 10,191 MDOT Outlook email accounts. The new Exchange server and associated mailbox servers are on a virtual server platform. Configuration diagrams will be available for inspection with the TO Procurement Officer upon request and signing of Attachment 10 - Non-Disclosure Agreement. Presently, the average requests for Outlook mailbox restorations due to corrupt data or mailbox is less than three per month, and the requests for E-Discovery restoration requests average three per month.

MDOT's PDA solution currently has a high concentration of Blackberry devices and services are integrated with the MDOT MS Exchange / Outlook infrastructure. However MDOT does support other smartphone technologies, i.e. iPhone and Android using ActiveSync. Presently, there are approximately 750 PDAs that fall within the scope of this TO.

The Network Fax solution is Castelle Fax Press and integrated with the MS Exchange / Outlook infrastructure and multifunction devices. The central Email, PDA and Network Fax infrastructure is located at MDOT's Glen Burnie Data Center and MDOT HQ Data Center facilities.

2.5 PROFESSIONAL DEVELOPMENT

The Email, PDA and Network Fax services are continuously evolving to support not only existing legacy workload but new and emerging technologies. It is expected that the TO Contractor must ensure continuing education opportunities for the personnel provided, in order to prepare them for any emerging technologies in the area of email support and management. This education and the skills acquired should be directly associated and precisely in-line with the technologies and practices currently utilized by MDOT OTTS or anticipated to be implemented by MDOT OTTS in the near future. Actual course costs and time allocated are the responsibility of the TO Contractor.

2.6 REQUIREMENTS

2.6.1 TO CONTRACTOR PERSONNEL DUTIES AND RESPONSIBILITIES

At a minimum, the work to be accomplished by the TO Contractor personnel under this TORFP shall consist of, but not be limited to, the following recurring duties:

2.6.1.1 Capacity Management of EPF/Fixed Price:

1. Shall provide Microsoft Exchange 2007 Application support including, security, patching and updates.
2. Shall provide Microsoft Email Outlook Web Access (OWA) support on Juniper SSL device.
3. Shall provide BlackBerry Server application support including, security, patching and updates.
4. Shall provide Castelle FaxPress application support including, security, patching and updates.
5. Shall provide forecasting for future emerging technology trends as related to EPF.
6. Shall provide planning and implementation of upgrades.
7. Shall provide optimization of applications & service performance.
8. Shall provide support of Blackberry advanced email encryption standard (AES) and triple data encryption standard (DES).
9. Shall provide malware and virus protection as related to Email, PDA and Network Fax services.
10. Shall provide mailbox restorations.
11. Shall provide mailbox archive management.
12. Shall provide MDOT applications integration to EPF services.
13. Shall provide Alert Notification to Faults.
14. Shall provide Dispatch Engineers for Fault Resolution.
15. Shall work with MDOT to coordinate External Parties Support Staff for EPF related issues.
16. Shall provide EPF specific monitoring tools.
17. Shall provide resources with laptops and software to meet or exceed the TO requirements.
18. Shall provide validation of EPF daily backup services performed by MDOT and/or NMS contractor on a weekly basis and report to the TO Manager. .
19. In the event of a declared disaster, the TO Contractor shall participate in restoration activities regarding EPF services.
20. Shall provide LDAP authentication to other MDOT applications.
21. Shall project future needs based on usage trends and business strategy.
22. Shall provide administration of Enterprise PDA software applications including ActiveSync.
23. Shall provide PDA server integration with the email service including PDA service provider coordination and support.

2.6.1.2 Availability Management: Fixed Price

1. Shall provide 99.9% availability of EPF applications and services.
2. Shall resolve all issues and request in compliance with service level agreements (SLAs).

3. Shall review incidents via IT Asset Management System (ITAMS), to identify trends and propose recommendations for higher system availability.
4. Shall implement Disaster recovery plan for EPF when required.

2.6.1.3 Disaster Recovery Technical Planning and Support: Fixed Price

1. Shall examine the current email disaster recovery processes.
2. Shall make recommendations based on business continuity best practices and MDOT OTTS requirements.
3. Shall perform annual disaster recovery and fail-over tests to ensure adequacy of plan as directed by the TO Manager.
4. Shall recommend changes to plan based on results.
5. Shall produce documentation updates to the existing DR backup and restore main document.

2.6.1.4 Performance Tuning and Statistical Reporting: Fixed Price

1. Shall monitor system performance and collect data for analysis. .
2. Shall perform data analysis and reporting.
3. Shall recommend changes to EPF systems after statistical analysis.
4. Shall identify opportunities to improve overall performance.
5. Shall present and discuss documented findings to technical management.

2.6.1.5 Storage and Recovery Management Support: Fixed Price

1. Shall manage EPF recovery processes and procedures.

2.6.1.6 Project Based Services/Work Order Process

Services shall be provided via a work order process using the pre-approved fully-loaded labor rates applicable to their labor categories:

The TO Manager shall e-mail a Work Order request to the TO Contractor to provide services. The request may include:

- Technical requirements and description of the services needed;
- Performance objectives and/or deliverables, as may be applicable;
- Due date and time for submitting a response to the request;
- Performance testing period; and
- Other specific information as requested from the TO Contractor.

The TO Contractor shall e-mail a response to the TO Manager within the specified time and include at a minimum:

- A response that details the TO Contractor's understanding of the work;
- A description of the proposed work plan in narrative format including time schedules, and if required a Work Breakdown Structure (WBS) chart. This description shall include a schedule of resources including proposed

subcontractors and related tasks, including an explanation of how tasks will be completed.

- Identification of those activities or phases that can be completed independently or simultaneously versus those that must be completed before another activity or phase can commence.
- Required place(s) where work must be performed;
- State-furnished information, work site, and/or access to equipment, facilities, or personnel;
- The personnel resources, including those of subcontractors, and estimated hours to complete the task.
- Note any materials and the cost or the estimated costs (if the situation absolutely requires an estimate versus an actual cost at the time).

The TO Manager will review the response and will either approve the work and provide a NTP, or contact the TO Contractor to obtain additional information, clarification or revision to the work. If satisfied, the TO Manager will then provide the NTP.

If the TO Manager declares an emergency and requires that work ensue prior to the advance completion of the work order process established here, the TO Manager will contact the TO Contractor by any method and request emergency services within the time frames established by the Service Level Agreement for emergency maintenance. A work order will be executed within an appropriate timeframe based on the emergency.

2.6.1.7 Personnel Support:

The TO Contractor’s personnel shall interface with the following parties but not limited to:

Party	Role	Responsibility
MDOT Service Desk	MDOT	<ul style="list-style-type: none"> • Assign Service Requests. • Provide follow up information.
MDOT OTTS	Service User	<ul style="list-style-type: none"> • Provide Network Operations Center (NOC) and NOC systems to monitor EPF systems. Hardware and Software via HP Openview, Solar Winds Orion, Quest Spotlight On Exchange, Microsoft Forefront and Nagios. <p>MDOT NOC will notify TO Contractor of alerts and issues received via monitoring.</p> <ul style="list-style-type: none"> • Provide Office Space for TO Contractor.
networkMaryland	External Party	<ul style="list-style-type: none"> • Provide Internet service and notification of Outages.
MDOT OTTS Data Center	MDOT	<ul style="list-style-type: none"> • Provide facility, environmental, and power. • Provide Advance Notification of Service affecting activities.

Party	Role	Responsibility
Microsoft Hosted Exchange Services	External Party	<ul style="list-style-type: none"> • Provide 99.5% filtered Spam and 99.99% availability. • Provide filtered antivirus. • Provide notification of service delays.
Hardware Vendors HP NetApp	External Party	<ul style="list-style-type: none"> • Provide support for automatic Alert Notification on SAN hardware. • Provide remote support within 2 Hours. • Provide On Site with parts within 4 Hours.
Microsoft	External Party	<ul style="list-style-type: none"> • Provide 24x7 Critical Phone Support. • Provide On Site Support. • Provide Premier Services.
MDOT	Service Users	<ul style="list-style-type: none"> • Use the EPF systems and services in compliance with acceptable use policies and procedures.
NMS Contractor	External Party	<ul style="list-style-type: none"> • Provide Capacity and Availability Management of Network services and hardware services for the EPF infrastructure, up to and including the server operating system and backup and restoration services as related to Disaster Recovery.

2.6.1.8 General Responsibilities:

The following are general responsibilities, pursuant to other MDOT guidelines, for which the TO Contractor and TO Contractor Personnel shall be responsible:

1. Providing the services in conformance with the requirements of this TORFP.
2. Conforming to changes in laws, regulations, policies and technology.
3. Reporting performance against prescribed service level requirements.
4. Coordinating all changes to the Information Technology Infrastructure that may affect the service levels of any other service area.
5. Maintaining a consistent level of service such as providing backup personnel in the event of illness, vacation, etc., and responding to “on call” service issues immediately.

2.6.1.9 Planning Support Responsibilities:

The TO Contractor shall provide staff and supporting activities needed to successfully assist the current State staff and contractors in providing high available EPF systems to MDOT Customers. The TO Contractor must demonstrate the understanding and ability

to assume the responsibility without negative impact to current operations and capabilities.

At a minimum, the TO Contractor shall provide the following services:

1. Planning for, monitoring of, and reporting on EPF-centric activities.
 2. Identify and mitigate risk to the MDOT email environment.
 3. Commitment of qualified staff at the beginning of and throughout the life of the task order.
 4. Coordinate and work with existing TO Contractor's personnel during the transitional period, if necessary.
 5. Acquire understanding of MDOT's business activities, application systems and IT infrastructure.
 6. Acquire knowledge of the State's existing MDOT Enterprise monitoring tools, and supporting resources. Identify any additional software, monitoring tools, and supporting resources as needed.
- i. Contract Start Transition
1. All transition work to be performed shall be coordinated by the TO Manager with the current and incumbent contractor.
 2. The Contractor shall participate in a kick-off meeting to be held the day after the issuance of the Notice To Proceed (NTP) at MDOT Headquarters.
 3. The Contractor shall develop and execute a Startup Transition Plan in accordance with MDOT project management procedures. This plan shall include, at a minimum, but not be limited to transitioning all network management, security assessment, network performance baseline, operations and maintenance activities, as described in Section 2, from the incumbent to the Contractor.
 4. The Contractor shall submit to the TO Manager a final Startup Transition Plan for approval within 15 calendar days following issuance of the NTP.
 5. The final plan shall be implemented immediately upon approval. The TO Manager will issue an SOW to the Contractor covering the execution of the Startup Transition Plan.

2.6.1.10 Technology Refresh:

As the TO Contractor and/or MDOT identify new technologies, the TO Contractor shall assist in creating a plan for migrating to new technology. Technology refresh of the EPF environment shall include new releases of and "fixes" for all EPF software.

The TO Contractor shall be proactive in understanding technology capabilities and related impacts to MDOT platforms and shall provide all necessary assistance and support in maintaining platform currency and consistency, subsequent to the review and approval by MDOT management.

2.6.1.11 Service Levels and Performance Management:

The TO Contractor's personnel shall monitor and report on service level targets. Performance management procedures shall include monthly reports on email storage usage and email system performance. Reporting shall include provisions for anomaly reporting and escalation if performance falls short of agreed-upon service levels. MDOT OTTS will provide the format for reporting on the service levels to the TO Contractor at the beginning of the task work.

2.6.1.12 Software, Tools and Supporting Resources:

The TO Contractor Personnel shall utilize available MDOT software, tools, and supporting resources to deliver services in support of the EPF environment.

2.6.1.13 Testing:

The TO Contractor Personnel shall develop all strategic and tactical plans and methodologies for verifying all changes applied to EPF systems software. Plans shall include detailed scenarios, approach, responsibilities, configuration prerequisites, expected outcomes, back out and recovery procedures. A detailed regression plan shall be documented and maintained to ensure systems integrity. All testing shall initially be performed in an environment independent of all production arenas.

2.6.1.14 Configuration/Change Management :

The TO Contractor's personnel shall conform to all MDOT policies, standards and procedures relating to configuration and change management. This will include participation in change management meetings, architecture and design reviews, representing MDOT's perspective in the identification and buy-in of all technical requirements, and collaborating in identification of system and environmental impacts including the identification and mitigation of all risks. The TO Contractor Personnel shall fulfill any and all duties and responsibilities outlined in this TORFP in conformance with said policies and procedures. The TO Contractor Personnel shall make recommendations to and create, provide and maintain complete documentation of any changes to, software, or configuration. This documentation will be provided to the TO Manager, will also be maintained in appropriate system documentation files, and will be audited on an as needed basis. The TO Contractor' personnel shall make no changes to any of the EPF systems without the express approval of the TO Manager.

2.6.1.15 Security and Operational Compliance:

The TO Contractor Personnel shall conform to all State, MDOT, and OTTS policies relating to IT and physical security, leave and work hours, teleworking and other privileges, team requirements, by which MDOT OTTS State employees are governed.

2.7 WORK HOURS

- A) Business Hours Support: The TO Contractor Personnel shall work closely with the OTTS staff to develop work plans to provide technical coverage in delivering all related technical system management services. The TO Contractor's assigned personnel will work an eight-hour day Monday through Friday, not including most State holidays and any State-imposed budgetary service reduction days or furloughs. TO Contractor Personnel may occasionally be required to work on some State holidays. Specific work hours will be established to provide daytime coverage between the hours of 8:00 a.m. until 5:00 p.m.. A typical workday may also result in more than eight (8) hours; see "Emergency Support."

- B) Non-Business Hours Support: Once assigned, and personnel have demonstrated an understanding of the EPF Systems, the TO Contractor Personnel will also be required to participate in a rotating emergency on-call schedule providing non-business hours support. TO Contractor Personnel assigned to EPF System Software Support are required to be on-call 24 hours a day for a 365-day period.
- C) Scheduled Overtime Support: Services may also involve some evening and/or weekend hours performing planned system upgrades in addition to core business hour support. Some Sunday mornings between the hours of 6:00 a.m. and 10:00 a.m. shall be required workdays.
- D) Emergency Support: In emergencies where time is of the essence for system repair or restoration, TO Contractor Personnel shall provide support as needed, within reason, until the emergency is resolved.
- E) Request for leave including vacation leave should be submitted in writing to the TO Manager or designated supervisor in as many weeks in advance as is being requested off, except in emergency situations. (i.e. if requesting two weeks off, two weeks notice is due, etc.) The TO Manager reserves the right to request a temporary replacement if leave extends longer than three consecutive days. In cases where there is insufficient coverage, leave may be denied.

2.8 SERVICE LEVEL AGREEMENT FOR CAPACITY MANAGEMENT SERVICES

MDOT uses Maximo as its service desk software. MDOT service desk personnel will create and assign all EPF related Service request and Incident tickets to the TO Contractor.

2.8.1 SLA 1

The TO Contractor shall ensure that all service tickets are resolved in the respective time frames specified below:

Level 5 - Immediate Response	Resolve in 2 hours or less
Level 4 - Emergency	Resolve within 4 hours or less
Level 3 - Urgent	Resolved within 24 hours or less
Level 2 – Routine	Resolved within 7 days or less
Level 1 – Low	Resolved in 30 days or less
Level 0 - Planning	Resolved in more than 30 days

- a. Measurement Process: The duration of each ticket is measured from the “Reported” date and time stamp to the “Resolved” date and time stamp. This time will be summarized and calculated by an ITAMS report that is available to both MDOT and the TO Contractor at all times, via the ITAMS.

In order to ensure appropriate service ticket classification, the MDOT NOC Manager must approve all service tickets that are declared a Level 4 or Level 5. The TO Contractor shall have the ability to dispute a service ticket classification only after the issue has been resolved.

2.8.2 SLA 2

The Contractor shall ensure any interruption to service that is under the Contractor’s responsibility shall have a Return to Operation (RTO) no later than **two hours** from the reported outage as documented in the service ticket.

- a. Measurement Process: The duration of each ticket is measured from the “Reported” date and time stamp to the “Resolved” date and time stamp. This time will be summarized and calculated by an ITAMS report that is available to both MDOT and the TO Contractor at all times, via the ITAMS.

2.9 PERFORMANCE EVALUATION

TO Contractor Personnel will be evaluated by the TO Manager on an annual basis for tasks performed. The established performance evaluation and standards are included as Attachment 15. Performance issues identified by the agency at any time throughout the duration of the contract are subject to the mitigation process described in Section 2.10 below.

2.10 PERFORMANCE PROBLEM MITIGATION

In the event the agency is not satisfied with the performance of TO Contractor Personnel, the mitigation process is as follows. The TO Manager will notify the TO Contractor in writing describing the problem and delineating remediation requirements. The TO Contractor will have three business days to respond with a written remediation plan. The plan will be implemented immediately upon acceptance by the TO Manager. Should performance issues persist, the TO Manager may give written notice or request immediate removal of the individual whose performance is at issue.

2.11 SUBSTITUTION OF PERSONNEL

The TO Contractor may not substitute personnel without the prior approval of the agency. All requests for substitutions shall comply with Section 2.9.6 of the CATS II Master Contract. The TO Manager shall have the option to interview the proposed substitute personnel. After the interview, the TO Manager shall notify the TO Contractor of acceptance or denial of the requested substitution.

2.12 DELIVERABLES

Deliverables ID #	Deliverables	Acceptance Criteria
2.12.1	Personnel	The TO Contractor shall be responsible for providing, on a continual basis for all assigned tasks, the personnel required in this TORFP within the timeframe required as specified by the TO Manager. Quarterly evaluations will demonstrate acceptance or rejection.
2.12.2	Monthly email database size & ‘white space’ reports	OTTS will provide a template to create the report. The TO Contractor personnel will gather required data and update the spreadsheet monthly to provide a high-level management report that indicates the available database storage capacity to be used for planning purposes.
2.12.3	Monthly PDA licensing Report	OTTS will provide a template to create the report. The TO Contractor personnel will gather required data and update the spreadsheet monthly to provide an accurate accounting of all PDA licensing information.

2.12.4	Monthly email System availability Report	OTTS will provide a template to create the report. The TO Contractor personnel will gather required data and update the spreadsheet monthly to provide a high-level management report that indicates email availability
2.12.5	Root Cause Analysis	OTTS will provide a template. In the event an SLA is breached on any priority Level 4 or Level 5 ticket in Maximo, a root cause analysis (RCA) shall be conducted within 3 business days of the event resolution. Once a root cause is established, corrective action can be determined, documented and implemented.
2.12.6	Monthly Timesheet per Resource	OTTS will provide a means of reporting time for each resource that will show hours spent on tasks and activities per month. These hours will be compared to the monthly invoice.

2.13 REQUIRED 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 of Maryland Enterprise Architecture.

2.14 TO CONTRACTOR PERSONNEL MINIMUM QUALIFICATIONS

The following minimum qualifications and experience are mandatory. The TO Contractor's proposed personnel must have a minimum of:

1. Five (5) years of daily hands on Microsoft Exchange experience and most recent experience must have occurred within the past year;
2. Three (3) years experience working with systems of 8,000 mailboxes or more;
3. VCP (VMWare Certified Professional); and
4. MCTS (Microsoft Certified Technology Specialist) for Exchange

2.15 TO CONTRACTOR EXPERTISE REQUIRED

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 TO Contractor shall demonstrate, in its proposal, that it possesses such expertise in-house or has fostered strategic alliances with other firms for providing such personnel with required expertise. The TO Contractor shall provide services as specified in the requirements in this Task Order.

The TO Contractor's proposed personnel must demonstrate expertise in the following:

1. Planning, installation, configuration, customization and maintenance of Microsoft Exchange 2007; J01B9200029 Email, PDA and Network Fax- Solicited June 14, 2011

2. Planning, installation, configuration, customization and maintenance of BlackBerry Exchange Server;
3. Planning, installation, configuration, customization and maintenance of Castelle FaxPress; and
4. Planning, installation, configuration, customization and maintenance of smartphone technology as related to e-mail, i.e. BlackBerry, Android and iPhone devices via ActiveSync protocol.

2.16 PREMISES AND OPERATIONAL SECURITY

2.16.1 Prior to commencement of work, Contractor employees and subcontractors to be assigned to perform work under the resulting Contract shall be required to submit background check certification to MDOT from recognized Law Enforcement Agencies, including the FBI. Contractor shall be responsible for ensuring that its employees' and subcontractors' background check certifications are renewed annually, and at the sole expense to the Contractor. MDOT reserves the right to disqualify any Contractor employees or subcontractors whose background checks suggest conduct, involvements, and/or associations that MDOT determines, in its sole discretion, may be inconsistent with the performance and/or security requirements set forth in this RFP. MDOT reserves the right to perform additional background checks on Contractor and subcontractor employees.

2.16.2 Further, Contractor employees may be subject to random security checks during entry and leaving State secured areas. The State reserves the right to require Contractor employees to be accompanied while in secured premises.

2.16.3 Contractor employees shall, while on State premises, display their State issued identification cards without exception.

2.16.4 Contractor shall require its employees to follow the State of Maryland and Maryland Transportation Information Technology Security Policy and Standards throughout the term of the Contract.

The State reserves the right to request that the Contractor submit proof of employment authorization of non-United States Citizens, prior to commencement of work under the resulting Contract.

2.16.5 Contractor shall remove any employee from working on the resulting Contract where the State of Maryland provides evidence to the Contractor that said employee has not adhered to the security requirements specified herein.

2.16.6 The cost of complying with all security requirements specified herein are the sole responsibilities and obligations of the contractor and its subcontractors and no such costs shall be passed through to or reimbursed by the State or any of its agencies or units.

2.17 INVOICE SUBMISSION

Invoices will be submitted by the TO Contractor on a monthly basis by the 15th business day of each month for all work completed in the previous month. Invoices will reflect costs for hours worked as indicated in the provided monthly timesheets (see 2.12 Deliverables) and capacity management services shall be billed on a monthly basis. Upon verification and acceptance of the invoices by the TO Manager, payment will be made to the TO Contractor.

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS II Master Contract. Proper invoices for payment shall contain the TO Contractor's Federal Employer Identification Number (FEIN), as well as the information described below, and must be submitted to the TO Manager for payment approval.

2.17.1 INVOICE FORMAT

- A) A proper invoice shall identify Maryland Department of Transportation Office of Transportation Technology Services, labor category, associated TOA 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, including detail of work hours) submitted for payment to MDOT OTTS at the following address:

One Orchard Road
Glen Burnie, Maryland 21060
Attention: Tom Reed / Bill Bryant

- C) Proper 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 TOA. In no event shall any invoice be submitted later than 60 calendar days from the TOA termination date.

2.18 MBE PARTICIPATION REPORTS (IF APPLICABLE)

Monthly reporting of MBE participation is required in accordance with the terms and conditions of the CATS II Master Contract by the 10th day of each month. The TO Contractor shall provide a completed MBE Participation form (Attachment 2, Form D-5) to the Maryland Department of Transportation at the same time the invoice copy is sent. The TO Contractor shall ensure that each MBE Subcontractor provides a completed MBE Participation Form (Attachment 2, Form D-6). Subcontractor reporting shall be sent directly from the subcontractor to the Maryland Department of Transportation. MDOT will monitor both the TO Contractor's efforts to achieve the MBE participation goal and compliance with reporting requirements. The TO Contractor shall email all completed forms, copies of invoices and checks paid to the MBE directly to the TO Procurement Officer and TO Manager.

SECTION 3 - TO PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1 REQUIRED RESPONSE

Each Master Contractor receiving this CATS II TORFP must respond within the submission time designated in the Key Information Summary Sheet. Each Master Contractor is required to submit one of two possible responses: 1) a proposal; or 2) a completed Master Contractor Feedback form. The feedback form helps the State understand for future contract development why Master Contractors did not submit proposals. The form is accessible via your CATS II 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 II TORFP. The TO Proposal shall provide the following in order:

3.2.1 THE TECHNICAL PORTION OF THE TO PROPOSAL SHALL INCLUDE:

A) Proposed Services

- 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.

B) Proposed Personnel

- 1) Identify and provide resumes for all proposed personnel by labor category.
- 2) Document that all proposed personnel meet the minimum required qualifications in Section 2.14.
- 3) Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under this TOA.

C) MBE Participation

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

D) Subcontractors

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

E) Master Contractor and Subcontractor Experience and Capabilities

- 1) Provide three examples of work assignments that the proposed personnel have completed that were similar in scope to the one defined in this TORFP. Each of the three examples, to be provided at the interview, must include a reference complete with the following:
 - a) Name of organization.
 - b) Name, title, and telephone number of point-of-contact for the reference.
 - c) Type and duration of contract(s) supporting the reference.
 - d) The services provided, scope of the contract and performance objectives satisfied as they relate to the scope of this TORFP.

- e) Whether the proposed personnel are still providing these services and, if not, an explanation of why services are no longer provided to the client organization.
- 2) State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any government entity of the State of Maryland. For each identified contract, the Master Contractor shall provide:
 - a) The State contracting entity,
 - b) A brief description of the services/goods provided,
 - c) The dollar value of the contract,
 - d) The term of the contract,
 - e) Whether the contract was terminated prior to the specified original contract termination date,
 - f) Whether any available renewal option was not exercised,
 - g) The State employee contact person (name, title, telephone number and e-mail address).

This information will be considered as part of the experience and past performance evaluation criteria in the TORFP, but does not carry more weight.

F) 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:

- Attachment 1 – for Project Based Service (PBS) work using Time and Material labor hours, and fully loaded rates proposed in accordance with CATS II Master Contract.
- Attachment 1A – Fixed Price Capacity Management (CM) for EPF Support.

SECTION 4 - PROCEDURE FOR AWARDING A TO 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 II TORFP. In making the TOA award determination, MDOT OTTS 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:

- Technical experience and capability of Master Contractor.
- Experience and Capability of Master Contractor Proposed Resources.
- Length of time the personnel have been performing the duties and using the tools described in the Scope of Work (Section 2).
- The Master Contractor's understanding of the TORFP Scope of Work based on the required response in Section 3.2.1.

4.3 SELECTION PROCEDURES

- 4.3.1 TO Proposals will be assessed throughout the evaluation process for compliance with the minimum personnel qualifications in Section 2.14 and quality of responses to Section 3.2.1 of the TORFP. Master Contractor proposals that fail to meet the minimum qualifications will be deemed not reasonably susceptible for award, i.e., disqualified and their proposals eliminated from further consideration.
- 4.3.2 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.
- 4.3.3 The State will conduct interviews of personnel proposed in each TO Proposal that meets minimum qualifications.
- 4.3.4 Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.
- 4.3.5 The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment.

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), Criminal Background Check Affidavit, a Purchase Order, and by a Notice to Proceed authorized by the TO Manager.

Attachment 1 - PRICE PROPOSAL FOR CATS II #J01B9200029
LABOR CATEGORIES

Prices are to be valid for 120 days

Rates listed should be fully loaded hourly labor rates. THIS FORM SHALL NOT BE ALTERED

Labor Categories	A	B	C
	Fully Loaded Hourly Labor Rate	Total Class Hours Annually	Total Proposed CATS II TORFP Price
Year 1 (NTP – May 31, 2012)			
<i>Resource #1 - Insert Labor Category</i>	\$	1760	\$
<i>Resource #2 - Insert Labor Category</i>	\$	1760	\$
Total Year #1			\$
Year 2 (June 1, 2012 – May 31, 2013)			
<i>Resource #1 - Insert Labor Category</i>	\$	2080	\$
<i>Resource #2 - Insert Labor Category</i>	\$	2080	\$
Total Year #2			\$
Year 3 (June 1, 2013 – May 31, 2014)			
<i>Resource #1 - Insert Labor Category</i>	\$	2080	\$
<i>Resource #2 - Insert Labor Category</i>	\$	2080	\$
Total Year #3			\$
Total (NTP through May 31, 2014)			\$

The Hourly Labor Rate is the actual rate the State will pay for services and must be recorded in dollars and cents. The Hourly Labor Rate cannot exceed the Master Contract Rate, but may be lower. Hourly Labor Rate shall be assumed to be fully loaded rates which shall include any travel expenses, etc. The total hours listed above are to be considered as estimated only and not to be construed as a guaranteed billable hours. Actual hours will be compensated at the total number of hours performed. The Labor Categories and Hourly Rates shall be used for Project Based Services.

SUBMIT WITH THE FINANCIAL RESPONSE

ATTACHMENT 1A - PRICE PROPOSAL FOR CATS II TORFP #J01B9200029

Provide fixed monthly cost for the EPF services and support to include all TO Contractor key and other personnel to be assigned to perform work under the Task Order through May 31, 2014, period of expiration of the Master CATS Contract.

EPF Capacity Management (CM) Services Fixed-price			
Fixed Price Monthly Recurring Costs			
Record the fixed-price Monthly Recurring Price for EPF services. Then multiply the Monthly Recurring Price in Column A by the number of months in Column B and provide the total in Column C. Then Add Column C and record the Total Evaluated Price.			
	Column A	Column B	Column C
	Monthly Recurring Price	Number of Months	Annual Total
(NTP – May 31, 2012)		10 Months	
(June 1, 2012-May 31, 2013)		12 Months	
(June 1, 2014 – May 31, 2014)		5 Months	
CM Fixed-price Subtotal (NTP – May 31, 2014)			\$
TOTAL PRICE FOR T & M AND CM FIXED-PRICE (NTP – May 31, 2014)			\$

Authorized Individual Name

Company Name

Title

Company Tax ID #

SUBMIT AS A .PDF FILE WITH THE FINANCIAL RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING REQUIREMENTS

CATS II TORFP # J01B9200029

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

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

**ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS
FORM D – 1**

Certified MBE Utilization and Fair Solicitation Affidavit

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

In conjunction with the offer submitted in response to TORFP No. J01B9200029, I affirm the following:

1. I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of [redacted] percent and, if specified in the TORFP, sub-goals of [redacted] percent for MBEs classified as African American-owned and [redacted] 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 [redacted] 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.

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.

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.

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.

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 J01B9200029	
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: _____

**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 # J01B9200029, I state the following:

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

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

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

- Offeror assisted MBEs to fulfill or to seek waiver of bonding requirements.

(DESCRIBE EFFORTS)

- This project does not involve bonding requirements.

- Offeror did/did not attend the pre-proposal conference

- No pre-proposal conference was held.

_____	By:	_____
Offeror Name		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. J01B9200029, 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 #: _____	CATS II TORFP #J01B9200029
Reporting Period (Month/Year): _____	Contracting Unit _____
Report is due by the 10th of the following month.	Contract Amount _____
	MBE Sub Contract Amt _____
	Contract Begin Date _____
	Contract End Date _____
	Services Provided _____

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

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

Return one copy of this form to the following address:

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

Signature: _____

Date: _____

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

**ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS
FORM D – 6**

Minority Business Enterprise Participation Subcontractor Paid/Unpaid Invoice Report

Report #: _____ Reporting Period (Month/Year): ___/___ Report Due By the 10th of the following Month.	CATS II TORFP #J01B9200029 Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____
MBE Subcontractor Name:	
MDOT Certification #:	
Contact Person:	
Address:	
City:	State: ZIP:
Phone:	FAX:
Subcontractor Services Provided:	
List all payments received from Prime TO Contractor during reporting period indicated above. 1. 2. 3. Total Dollars Paid: \$ _____	List dates and amounts of any unpaid invoices over 30 days old. 1. 2. 3. Total Dollars Unpaid: \$ _____
Prime TO Contractor:	Contact Person:

Return one copy of this form to the following address:

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

Signature: _____ Date: _____

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

ATTACHMENT 3 – TASK ORDER AGREEMENT

CATS II TORFP# J01B9200029 OF MASTER CONTRACT #060B9800035

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, TO Requesting Agency.

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 MDOT OTTS, as identified in the CATS II TORFP # J01B9200029.
 - b. “CATS II TORFP” means the Task Order Request for Proposals # J01B9200029, dated MONTH DAY, YEAR, including any addenda.
 - c. “Master Contract” means the CATS II Master Contract between the Maryland Department of Information Technology and TO Contractor dated June 1, 2009.
 - d. “TO Procurement Officer” means Joy Abrams. 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 MDOT OTTS and TO Contractor.
 - f. “TO Contractor” means the CATS II Master Contractor awarded this TO Agreement, whose principal business address is
_____.
 - g. “TO Manager” means Mark Habighurst 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 II TORFP dated date of TO Proposal – Technical.
 - i. “TO Proposal – Financial” means the TO Contractor’s financial response to the CATS II TORFP dated date of TO Proposal - Financial.
 - j. “TO Proposal” collectively refers to the TO Proposal – Technical and TO Proposal – Financial.

Scope of Work

- a. This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend conflict with or super-cede the Master Contract.
- b. 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 II 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 II TORFP
 - c. Exhibit B – TO Proposal-Technical
 - d. Exhibit C – TO Proposal-Financial
- c. 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.

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 II TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of _____, commencing on the date of Notice to Proceed and terminating on May 31, 2014.

Consideration and Payment

- d. The consideration to be paid the TO Contractor shall be done so in accordance with the CATS II TORFP and shall not exceed \$_____. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.
- e. Payments to the TO Contractor shall be made as outlined Section 2 of the CATS II 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.
- f. Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is _____. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices must be submitted to the Agency TO Manager unless otherwise specified herein.
- g. 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, **TO Requesting Agency**

By: **insert name**, TO Procurement Officer

Date

Witness: _____

ATTACHMENT 4 – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

"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.

"Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a bidder, Offeror, Contractor, consultant, or subcontractor or sub-consultant 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.

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.

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):

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 CATEGORY PERSONNEL RESUME SUMMARY

INSTRUCTIONS:

1. Master Contractors must comply with all personnel requirements under the Master Contract RFP 060B9800035.
2. Only labor categories proposed in the Master Contractors Financial Proposal may be proposed under the CATS II 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 6 – DIRECTIONS TO THE PRE-TO PROPOSAL CONFERENCE

Directions to Maryland Department of Transportation Headquarters

From the South

From I-97 take MD 100 West to MD 170 North. Take MD 170 North to Stoney Run. Take the ramp that veers to the right. Make a left at the top of the ramp and cross over MD 170. Proceed to the next light this will be the New Ridge Road intersection, turn right Corporate Center Drive begins. MDOT Headquarters is $\frac{3}{4}$ mile on the right side of the road. Visitor parking is to the left.

From the North

From I-95 or BW Parkway take I-195 to MD 170 South to Stoney Run. Turn left at the light. Make a left at the top of the ramp and cross over MD 170. Proceed to the next light this will be the New Ridge Road intersection, turn right Corporate Center Drive begins. MDOT Headquarters is $\frac{3}{4}$ mile on the right side of the road. Visitor parking is to the left.

ATTACHMENT 7 – NOTICE TO PROCEED

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS II Task Order Agreement # J01B9200029

Dear TO Contractor Contact:

This letter is your official Notice to Proceed as of Month Day, Year, for the above-referenced Task Order Agreement. Mr. / Ms. _____ of _____ (Agency Name) will serve as the TO Manager and your contact person on this Task Order. He / She can be reached at telephone _____.

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

Sincerely,

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: MDOT OTTS

TORFP Title: Email, PDA and Network Fax (EPF) Managed Systems

TO Manager: Mark Habighurst: 410-684-7096

To:

The following deliverable, as required by TO Agreement # J01B9200029, 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

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 II TORFP # J01B9200029 for Email, PDA and Network Fax (EPF) Managed Services. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to _____. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information described above, the OFFEROR agrees as follows:

1. OFFEROR will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received, except in connection with the preparation of its TO Proposal.
2. Each employee or agent of the OFFEROR who receives or has access to the Confidential Information shall execute a copy of this Agreement and the OFFEROR shall provide originals of such executed Agreements to the State. Each employee or agent of the OFFEROR who signs this Agreement shall be subject to the same terms, conditions, requirements and liabilities set forth herein that are applicable to the OFFEROR.
3. OFFEROR shall return the Confidential Information to the State within five business days of the State's Notice of recommended award. If the OFFEROR does not submit a Proposal, the OFFEROR shall return the Confidential Information to Joy Abrams, MDOT OTTS 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

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 MDOT OTTS (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 Email, PDA and Network Fax (EPF) Managed Services TORFP No. J01B9200029 dated _____, (the “TORFP” issued under the Consulting and Technical Services procurement issued by the Department, Project Number 060B9800035; 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:

MDOT OTTS:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SUBMIT AS REQUIRED IN SECTION 1.7

ATTACHMENT 12 – TO CONTRACTOR SELF-REPORTING CHECKLIST

*The purpose of this checklist is for CATS II Master Contractors to self-report on adherence to procedures for task orders (TO) awarded under the CATS II master contract. Requirements for TO management can be found in the CATS II 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 with the TO number in the subject line.*

Master Contractor:	
Master Contractor Contact / Phone:	
Procuring State Agency Name:	
TO Title:	
TO Number:	
TO Type (Fixed Price, T&M, or Both):	
Checklist Issue Date:	
Checklist Due Date:	
Section 1 – Task Orders with Invoices Linked to Deliverables	
A) Was the original TORFP (Task Order Request for Proposals) structured to link invoice payments to distinct deliverables with specific acceptance criteria? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, skip to Section 2.)	
B) Do TO invoices match corresponding deliverable prices shown in the accepted Financial Proposal? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)	
C) Is the deliverable acceptance process being adhered to as defined in the TORFP? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____	
Section 2 – Task Orders with Invoices Linked to Time, Labor Rates and Materials	
A) If the TO involves material costs, are material costs passed to the agency without markup by the Master Contractor? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____	
B) Are labor rates the same or less than the rates proposed in the accepted Financial Proposal? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____	
C) Is the Master Contractor providing timesheets or other appropriate documentation to support invoices? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____	
Section 3 – Substitution of Personnel	
A) Has there been any substitution of personnel? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, skip to Section 4.)	
B) Did the Master Contractor request each personnel substitution in writing? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____	
C) Does each accepted substitution possess equivalent or better education, experience and qualifications than incumbent personnel? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____	

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% ($3,000 \div 10,000 = 0.30$))

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

Yes No (If no, explain why) _____

F) 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) _____

ATTACHMENT 13 – LIVING WAGE AFFIDAVIT OF AGREEMENT

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

If the Contract is Exempt from the Living Wage Law

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

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

If the Contract is a Living Wage Contract

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

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

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

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

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

ATTACHMENT 14 – SMALL BUSINESS RESERVE CONTRACT AFFIDAVIT

***** PROVIDING FALSE INFORMATION *****

Anyone providing false information to the State of Maryland in connection with obtaining or attempting to obtain a contract under Small Business Reserve or Preference procurement may be subject to the following:

1. A determination by a Procurement Officer that a bidder/offeror is not responsible;
2. A determination that a contract entered into is void or voidable under § 11-204 of the State Finance and Procurement Article of the Annotated Code of Maryland;
3. Suspension and debarment under Title 16 of the State Finance and Procurement Article;
4. Criminal prosecution for procurement fraud (§ 11-205.1 of the State Finance and Procurement Article), perjury, or other crimes; and
5. Other actions permitted by law.

***** FAILURE TO MEET MINIMUM QUALIFICATIONS *****

Any Bidder or potential bidder failing to meet the qualifications of a "small business" specified in § 14-501(c) of the State Finance and Procurement Article will be ineligible to participate in a procurement designated for a Small Business Reserve under § 14-504 or Small Business Preference under § 14-206 - 207. Any person or company bidding on Small Business Reserve or Preference procurement and not qualifying as a small business under § 14-501(c) will have its bid or offer rejected on the ground that the bidder is not responsible.

I AFFIRM THAT:

To the best of my knowledge, information, and belief, as of the date of submission of this Bid/Proposal, _____ (name of firm) meets the qualifications for certification as a Small Business in Maryland. I further affirm that, if for any reason during the term of the contract _____ (name of firm) no longer meets the qualifications for certification as a Small Business in Maryland, I will notify the Procurement Officer within 30 days. I agree that a failure to so notify the Procurement Officer of this change in circumstances may result in this contract being terminated for default.

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.

SMALL BUSINESS QUALIFICATION NUMBER _____

Date of Most Recent Qualification _____

DATE: _____

BY: _____

Signature (Authorized Representative and Affidavit) **NOTICE TO BIDDERS**

SMALL BUSINESS RESERVE PROCUREMENT

This is a Small Business Reserve Procurement for which award will be limited to Certified Small Business vendors. Only businesses that meet the statutory requirements set forth in State Finance and Procurement Article, § 14-501 - 14-505, Annotated Code of Maryland, and who are registered with the Department of General Services Small Business Reserve Program are eligible for award of a contract.

For the purposes of a Small Business Reserve Procurement, a small business is a business, other than a broker, that meets the following criteria:

The business is independently owned and operated;

- The business is not a subsidiary of another business;
- The business is not dominant in its field of operation;
- The **wholesale** operations of the business did not employ more than 50 persons, and the gross sales of the business did not exceed an average of \$4,000,000 in its more recently completed 3 fiscal years;*
- The **retail** operations of the business did not employ more than 25 persons, and the gross sales of the business did not exceed an average of \$3,000,000 in its most recently completed 3 fiscal years;*
- The **manufacturing** operations of the business did not employ more than 100 persons, and the gross sales of the business did not exceed an average of \$2,000,000 in its most recently completed 3 fiscal years;*
- The **service** operations of the business did not employ more than 100 persons, and the gross sales of the business did not exceed an average of \$10,000,000 in its more recently completed 3 fiscal years;* and
- The **construction** operations of the business did not employ more than 50 persons, and the gross sales of the business did not exceed an average of \$7,000,000 in its most recently completed 3 fiscal years.*
- The **architectural and engineering** operations of the business did not employ more than 100 persons, and the gross sales of the business did not exceed an average of \$4,500,000 in its most recently completed 3 fiscal years*.

* If a business has not existed for three years, the gross sales average is computed for the period of the business's existence. For newly formed businesses the determination will be based upon employment levels and projected gross sales.

Further information on the certification process is available at www.dgs.state.md.us and click on the Small Business Reserve hyperlink.

ATTACHMENT 15 – PERFORMANCE EVALUATION

DEPENDABILITY		Far Exceeds	Exceeds	Meets	Below	Far Below	Raw Score
Lateness, Punctuality		5		3	2	1	+
Compliance with TO Manager's Requirements for Pre-Approval of Leave		5		3	2	1	+
Total Raw Score							=
Total Raw Score	10			6 - 5	4 - 3		2
Rating for Dependability	Far Exceeds	Exceeds	Meets	Below	Far Below		
INITIATIVE		Far Exceeds	Exceeds	Meets	Below	Far Below	Raw Score
Contribution		5	4	3	2	1	+
Advancement in the field		5	4	3	2	1	+
Total Raw Score							=
Total Raw Score	10 - 9	8 - 7	6 - 5	4 - 3	2		
Rating for Initiative	Far Exceeds	Exceeds	Meets	Below	Far Below		
INTERPERSONAL RELATIONSHIPS		Far Exceeds	Exceeds	Meets	Below	Far Below	Raw Score
Customer Service		5	4	3	2	1	+
Communication		5	4	3	2	1	+
Cooperation				3	2	1	+
Tact				3	2	1	+
Adaptability to Change		5	4	3	2	1	+
Total Raw Score							=
Total Raw Score	21 - 20	19 - 17	16 - 13	12 - 8	7 - 5		
Rating for Interpersonal Relationships	Far Exceeds	Exceeds	Meets	Below	Far Below		
WORK HABITS		Far Exceeds	Exceeds	Meets	Below	Far Below	Raw Score
Meeting Target & Timetables		5	4	3	2	1	+
Communication with TO Manager		5	4	3	2	1	+
Use of Time		5	4	3	2	1	+
Organization of Work Environment		5		3	2	1	+
Total Raw Score							=
Total Raw Score	20 - 18	17 - 14	13 - 10	9 - 6	5 - 4		
Rating for Work Habits	Far Exceeds	Exceeds	Meets	Below	Far Below		

JOB KNOWLEDGE		Far Exceeds	Exceeds	Meets	Below	Far Below	Raw Score
Policies, Procedures, Practices		5	4	3	2	1	+
Organizational Skills		5	4	3	2	1	+
Equipment / Technology		5	4	3	2	1	+
Terminology		5	4	3	2	1	+
Total Raw Score							=
Total Raw Score	20 - 18	17 - 14	13 - 10	9 - 6	5 - 4		
Rating for Job Knowledge	Far Exceeds	Exceeds	Meets	Below	Far Below		
JOB QUALITY		Far Exceeds	Exceeds	Meets	Below	Far Below	Raw Score
Timely Completion of Assignments		5	4	3	2	1	+
Problem Solving		5	4	3	2	1	+
Accuracy		5	4	3	2	1	+
Work Process / Product / Services		5	4	3	2	1	+
Working Under Pressure		5	4	3	2	1	+
Total Raw Score							=
Total Raw Score	25 - 23	22 - 18	17 - 13	12 - 8	7 - 5		
Rating for Job Quality	Far Exceeds	Exceeds	Meets	Below	Far Below		
JOB QUANTITY		Far Exceeds	Exceeds	Meets	Below	Far Below	Raw Score
Volume of Work		5	4	3	2	1	+
Total Raw Score							=
Total Raw Score	5	4	3	2	1		
Rating for Job Quantity	Far Exceeds	Exceeds	Meets	Below	Far Below		

DEPENDABILITY	Evaluation				
	Far Exceeds Standards	Exceeds Standards	Meets Standards	Below Standards	Far Below Standards
Lateness, Punctuality	No lateness, always punctual		Consistently punctual, an occasional lateness with no impact upon operations	Inconsistent in punctuality, <u>or</u> latenesses have impact upon operations	Frequently not punctual, <u>or</u> latenesses have adverse impact upon operations
Compliance with TO Manager's Requirements for Pre-Approval of Leave	Always complies with TO Manager's requirements for pre-approval of leave		Usually complies with TO Manager's requirements	Inconsistent in compliance with requirements; minor violations of requirements	Frequently does not comply with requirements; several minor violations <u>or</u> a major infraction of requirements

INITIATIVE	Evaluation				
	Far Exceeds Standards	Exceeds Standards	Meets Standards	Below Standards	Far Below Standards
Contribution	Always participates in problem solving and/or making operational improvements; contributes constructive ideas and suggestions that have major impact	Consistently participates in problem solving and/or making operational improvements; con- tributes constructive ideas and suggestions that are implemented	Frequently participates in problem solving and/or making operational improvements; contributes ideas and suggestions	Occasionally participates in problem solving and/or making operational improvements; rarely contributes ideas and suggestions	Rarely participates in problem solving and/or making operational improvements; never contributes ideas and suggestions
Advancement in the Field	Has applied concepts learned in training to improve operations of the organization/unit	Anticipates new technology or processes and plans training to improve knowledge and skills	Pursues training to maintain current certifications in technology or processes	Does not pursue training <u>or</u> learning new technology or processes but accepts training if assigned	Declines offers for training <u>or</u> to learn new technology or processes

INTERPERSONAL RELATIONSHIPS	Evaluation				
	Far Exceeds Standards	Exceeds Standards	Meets Standards	Below Standards	Far Below Standards
Customer Service	Consistently goes beyond the requirements to ensure that customer needs are met; consistently anticipates service needs of customers; consistently provides additional information or aid without request	Frequently goes beyond the requirements to ensure that customer needs are met; frequently anticipates service needs of customers; frequently provides additional information or aid without request	Always courteous and congenial with external and internal customers; provides requested assistance and information to others in a prompt and courteous manner	Marginally courteous; provides requested assistance and information to others in a less than prompt <u>or</u> courteous manner	Occasionally discourteous; occasionally does not provide assistance and information to others in a prompt <u>or</u> courteous manner
Communication	Facilitates clear and effective communication among involved parties; accurately interprets and transmits communications	Communicates clearly and concisely with a high degree of accuracy	Communicates openly; participates in team discussions	Rarely communicates openly; rarely participates in team discussion	Communicates ineffectively and unclearly
Cooperation			Actively cooperates with others to achieve goals of the organization; readily accepts direction from supervisors; supports team leader; develops and maintains cooperative working relationships with team and with others inside and outside the work unit	Reluctantly cooperates with others to achieve goals of the organization; reluctantly accepts direction from supervisors; minimally supports team leader; rarely develops and maintains cooperative working relationships with team <u>or</u> with others inside and outside the work unit	Uncooperative with others to achieve goals of the organization; resistant to direction from supervisors; rarely supports team leader; seldom develops and maintains cooperative working relationships with team <u>or</u> with others inside and outside the work unit

	Evaluation
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INTERPERSONAL RELATIONSHIPS (Continued)	Far Exceeds Standards	Exceeds Standards	Meets Standards	Below Standards	Far Below Standards
Tact			Consistently polite, respectful of others; considers the viewpoints of others; has a positive effect on people	Marginally polite and respectful; reluctantly considers the viewpoint of others	Rude and disrespectful; infrequently considers viewpoint of others; has a negative effect on people
Adaptability To Change	Presents positive out-look on changes and adjustments to work assignments or procedures; always includes suggestions or solutions as part of constructive criticism; motivation and productivity unaffected by unanticipated changes	Readily accepts change and adjustments to work assignments or procedures; usually makes suggestions or solutions as part of constructive criticism; motivation and productivity minimally affected by unanticipated changes	Accepts changes and adjustments to work assignments or procedures; criticizes constructively; cooperative in dealing with unanticipated changes	Does not easily accept changes and adjustments to work assignments or procedures; criticism not always constructive; not generally cooperative in dealing with unanticipated changes	Resistant to changes and adjustments to work; criticisms are not warranted; uncooperative in dealing with unanticipated changes

WORK HABITS	Evaluation				
	Far Exceeds Standards	Exceeds Standards	Meets Standards	Below Standards	Far Below Standards
Meeting Targets & Timetables	Performs at levels better than targets; early with timetables and deadlines	Always meets targets, timetables and deadlines; always prompt and prepared for meetings and other scheduled events	Consistently meets targets, timetables and deadlines; consistently prompt and prepared for meetings and other scheduled events	Inconsistent in meeting targets, timetables <u>or</u> deadlines; inconsistent in promptness <u>or</u> preparation for meetings <u>or</u> other scheduled events	Frequently does not meet targets, timetables, <u>or</u> deadlines; frequently lacks promptness <u>or</u> preparation for meetings <u>or</u> other scheduled events
Communication with TO Manager	Anticipates developments or delays making appropriate adjustments; works independently with little or no supervision	Always keeps TO Manager informed of key developments; responds quickly and appropriately to unanticipated delays or developments; works independently with minimal supervision	Consistently keeps TO Manager informed of key developments and/or delays; responds to routine developments appropriately; works with general supervision	Inconsistent in keeping TO Manager informed of delays <u>or</u> developments; some routine developments require supervisory guidance; requires close supervision	Frequently does not keep TO Manager informed of developments <u>or</u> delays; routine developments often require supervisory guidance; requires constant supervision
Use of Time	Completes all regular assigned work plus additional assignments; plans productive activities in advance to fill any idle time	Usually completes additional assigned work and completes all regularly assigned duties; finds productive activities to fill any idle time	Completes all assigned work in time allocated; use of idle time does not interfere with work of others	Inconsistent in completing assigned work in time allocated; seldom completes additional tasks	Frequently does not perform regularly assigned work in time allocated; use of idle time negatively impacts work
Organization of Work Environment	Always maintains clean, organized work environment; always practices, maintains and promotes safe work habits; always properly maintains and cares for equipment		Consistently maintains clean, organized work environment; consistently practices and maintains safe work habits; consistently maintains and cares for equipment properly	Inconsistent in maintaining clean, organized work environment; inconsistent in practicing <u>or</u> maintaining safe work habits; inconsistent in properly maintaining <u>or</u> caring for equipment	Frequently does not maintain clean, organized work environment; frequently does not practice safe work habits; frequently does not properly maintain <u>or</u> care for equipment

JOB KNOWLEDGE	Evaluation				
	Far Exceeds Standards	Exceeds Standards	Meets Standards	Below Standards	Far Below Standards
Policies/ Procedures/ Practices	Appropriately uses and interprets correct policies, procedures, and practices and frequently makes recommendations to improve them	Appropriately uses and interprets correct policies, procedures, and practices and occasionally makes recommendations to improve them	Appropriately uses correct policies, procedures, and practices	Inconsistently uses correct policies, procedures, and practices	Rarely uses correct policies, procedures, and practices
Organizational Skills	Systematically and innovatively manages activities, information and resources and makes recommendations for improvement	Systematically manages activities, information and resources and makes some recommendations for improvement	Proficiently manages activities, information and resources	Ineffectively manages some activities, information and resources	Rarely manages activities, information and resources
Equipment/ Technology	Develops and uses innovative applications of equipment/technology	Familiar with and appropriately uses equipment/technology	Basic familiarity with equipment/technology	Some understanding of the administration's or unit's equipment/technology	Little or no understanding of the administration's or unit's equipment/technology
Terminology	Appropriately uses and clearly explains terminology of the administration and unit; keeps abreast of new concepts and terminology	Familiar with and appropriately uses terminology of the administration and unit	Basic familiarity with terminology of the administration and unit	Some understanding of the administration's or unit's terminology	Little or no understanding of the administration's or unit's terminology

JOB QUALITY	Evaluation				
	Far Exceeds Standards	Exceeds Standards	Meets Standards	Below Standards	Far Below Standards
Completion of Assignments	Works independently with broad direction and little or no follow up; self-motivated to complete assignments	Independently completes assignments with minimal direction and follow up	Independently completes assignments with routine supervision	Occasionally unable to complete assignments independently; requires frequent supervision and follow up	Requires direct supervision while performing all aspects of routine assignments
Problem Solving	Anticipates potential problems and acts accordingly; makes an effort to prevent recurring problems	Recognizes and analyzes complex problems and takes appropriate action or recommends effective, creative solutions	Recognizes and analyzes routine problems and takes appropriate action	Occasionally recognizes problems; experiences some difficulty with analysis; requires some assistance to develop workable solutions	Rarely recognizes problems; experiences extreme difficulty with analysis; recommends ineffective solutions or unable to recommend solutions
Accuracy	Work performed at the highest level of accuracy; errors extremely rare, always minor	Work performed at a high level of accuracy; errors usually minor in nature	Work performed at an acceptable level of accuracy	Work performed occasionally at an unacceptable level of accuracy; frequent errors	Work performed with frequent and recurrent errors in routine assignments
Work Process/Product/Services	Develops highest quality work product or demonstrates highest quality of services	Thoroughly researches, analyzes, and prepares high quality work product or provides high quality services	Thoroughly researches and efficiently prepares product at acceptable standards or provides services at acceptable standards	Has difficulty with work process/product/services; occasionally unable to meet an acceptable standard of quality	Rarely meets acceptable standards of quality
Working Under Pressure	Efficiently and effectively performs all assignments regardless of distractions or pressure situations	Frequently handles difficult pressure situations and distractions without affecting performance; reprioritizes workload as needed	Appropriately handles routine pressure situations and distractions of the job while maintaining normal workload	Low tolerance to some pressure situations or distractions which hinder job performance	Rarely able to work under pressure situations or handle distractions

JOB QUANTITY	Evaluation				
	Far Exceeds Standards	Exceeds Standards	Meets Standards	Below Standards	Far Below Standards
Volume of Work	Always produces more than required	Frequently produces more than required	Produces the required volume of work	Occasionally fails to meet requirements	Rarely meets requirements

**ATTACHMENT 16
CRIMINAL BACKGROUND CHECK AFFIDAVIT**

AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the _____ (Title) _____ and the duly authorized representative of _____ (Master Contractor) _____ and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

- A. I hereby affirm that _____ (Master Contractor) _____ has complied with Section 2.4, Security Requirements of the Department of Information Technology's Consulting Technical Services Master Contract Number 060B9800035 (CATS II) hereto as Exhibit A

- B. I hereby affirm that the _____ (Master Contractor) _____ has provided _____ (Agency) _____ with a summary of the security clearance results for all of the candidates that will be working on Task Order _____ (Title and Number) _____ and all of these candidates have successfully passed all of the background checks required under Section 2.4.3.2 of the CATS II Master Contract. Master Contractors hereby agrees to provide security clearance results for any additional candidates at least seven (7) days prior to the date the candidate commences work on this Task Order.

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.

Master Contractor

Typed Name

Signature

Date

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

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____