



CONSULTING AND TECHNICAL SERVICES II (CATS II)

TASK ORDER REQUEST FOR PROPOSALS (TORFP)

HIGHWAY INFORMATION SERVICES DIVISION (HISD)

MAINTENANCE, AND OPERATIONS, AND SUPPORT

CATS II TORFP #

J02B2400008

MARYLAND DEPARTMENT OF TRANSPORTATION (MDOT)

MARYLAND STATE HIGHWAY ADMINISTRATION (SHA)

ISSUE DATE: SEPTEMBER 12, 2012

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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 Title:	HISD Maintenance and Operations and Support
Functional Area:	FA 2 Web and Internet Systems
TORFP Issue Date:	September 12, 2012
Closing Date and Time:	Wednesday, October 24, 2012 @ 2:00
TORFP Issuing Agency:	Maryland Department of Transportation (MDOT) State Highway Administration (SHA) Highway Information Services Division (HISD)
Send Questions and Proposals to:	TO Procurement Officer – Joy Abrams: jabrams@mdot.state.md.us QUESTIONS DUE BY WEDNESDAY, OCTOBER 3, 2012 @ 12:00 PM
TO Procurement Officer:	Joy Abrams Office of Procurement Office Phone: (410) 865-1133 Email Address: jabrams@mdot.state.md.us
TO Manager:	Nithya Jayakumar Office Phone Number: 410-545-5524 njayakumar@sha.state.md.us
TO Project Number:	J02B2400008
TO Type:	Time and Material
Period of Performance:	NTP to May 31, 2014
MBE Goal:	0%
Small Business Reserve (SBR):	NO

Primary Place of Performance:	SHA, 707 N. Calvert St., Baltimore, MD 21202
Furnished Worksite:	Office space will be provided with a computer, desk and phone at 707 N. Calvert Street
TO Pre-proposal Conference:	MDOT Headquarters, 7201 Corporate Center Dr. Hanover, Md. 21076 September 26, 2012 10:00a.m. – 11:00 a.m <u>Harry Hughes Suite 3- Lower Level</u> See Attachment 5 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 2, 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. **Please note that the MDOT email system has an 8 mb limit on email transmission.** You may submit your proposal in two or more email submissions, if necessary, as long as you clearly indicate the total number of email submissions to be received. The "subject" line in the e-mail submission shall state the TORFP #J02B2400008. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS II TORFP #J02B2400008 Technical". The second file will be the financial response to this CATS II TORFP and titled, "CATS II TORFP #J02B2400008 Financial". The following proposal documents must be submitted with required signatures as .PDF files with signatures clearly visible:

- Attachment 1 – Price Proposal
- Attachment 3 - Conflict of Interest and Disclosure Affidavit
- Attachment 4 – Labor Classification Personnel Resume Summary
- Attachment 9 – Non Disclosure Agreement (Offeror)
- Attachment 12 – Living Wage Affidavit of Agreement
- Certifications- If applicable

1.4 ORAL PRESENTATIONS/INTERVIEWS

All Master Contractors 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.

1.5 CONFLICT OF INTEREST

The TO Contractor awarded the TO Agreement shall provide IT technical and/or consulting services for State agencies or component programs with those agencies, and must do so impartially and without any conflicts of interest. Each Master Contractor shall complete and include a Conflict of Interest Affidavit in the form included as Attachment 3 of this TORFP with its TO Proposal. If the TO Procurement Officer makes a determination that facts TORFP J02B2400008- Issue Date: 9/12/12

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.

1.6 NON-DISCLOSURE AGREEMENT

Certain system documentation may be available for potential Offerors to review at a reading room at 707 N. Calvert Street. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement (Offeror) in the form of Attachment 9. Please contact the TO Manager 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 (TO Contractor) in the form of Attachment 10.

1.7 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.

1.8 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES

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 and maintenance services valued at \$1 million or greater, but all CATS II TOs are subject to review.

Attachment 11 is a sample of 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.

SECTION 2 - SCOPE OF WORK

2.1 PURPOSE

The MDOT is issuing this TORFP on behalf of the SHA HISD to obtain up to six (6) highly qualified resources with broad range of technical services needed to manage and support the existing applications. In addition, this Task Order shall provide access to address additional tasks such as enhancements to existing applications and also to develop applications as SHA HISD identifies a new business needs.

SHA HISD reserves the right to award this Task Order to multiple Master Contractor(s) not to exceed four Master Contractors for the six resources. Therefore, we will evaluate the resources from among all the TO Proposals that meet minimum qualifications, and may award a portion of the total task separately to individual Master Contractor(s), based on the qualifications of the individual resources proposed.

2.2 REQUESTING AGENCY BACKGROUND

The SHA is responsible for all interstates, U.S. and Maryland numbered routes excluding those in Baltimore City and toll facility maintained highways. The State system includes approximately 6,000 centerline miles, (16,064 lane miles) of highways and 2,400 bridges, connecting all regions of the State. The SHA Business plan is available online at www.roads.maryland.gov/oc/shabusinessetnl.pdf.

2.3 ROLES AND RESPONSIBILITIES

The roles and responsibilities of this Task Order's Key Management Personnel are defined as follows:

- *TO Procurement Officer*– MDOT representative responsible for managing the TO solicitation and award process, change order process, and resolution of TOA scope issues.
- *TO Manager*– SHA representative responsible for managing the day to day activities of the TO including the direct supervision of the on-site TO Contractor Personnel. The TO Manager will also be responsible for preparing the TO solicitation, review and approval of proposed change orders, review and approval of proposed substitution of personnel, reviewing and approving invoices and monitoring and reporting TO Contractor Personnel performance.
- *Master Contractor Key Management Personnel* – Representative of the Master Contractor who oversee their personnel assigned under this TO. This representative will be the point of contact for managing and correcting any disputes related to this TO. This representative will also be responsible for the preparation and submittal of invoices by the due date defined in this TO as well as any other correspondence relating to this TO and its activities.

2.4 PROFESSIONAL DEVELOPMENT

Technology and software products continuously change. The TO Contractor shall ensure continuing education opportunities for the personnel provided. This education would be associated with the technologies currently utilized by SHA or anticipated to be implemented by SHA in the near future. All costs, including, but not limited to, the actual course costs and course attendance time are the responsibility of the TO Contractor. SHA will not cover any costs associated with the professional development of the TO Contractor personnel.

In addition to the TO Contractor resource professional development training, each TO Contractor resource assigned to work on-site at an SHA facility and/or SHA project site, for a period of three months or longer, regardless of the number of days worked per week, shall be required to take the following four (4) MANDATORY TRAINING COURSES given to all SHA employees and on-site Contractors:

- ADA Awareness
- Limited English Proficiency
- Sexual Harassment Awareness
- Workplace and Domestic Violence Awareness

This MANDATORY TRAINING shall be completed **prior** to the on-site TO Contractor resource's start date at the SHA facility (and/or project site).

The TO Contractor cannot bill the hours required for their resources to complete this MANDATORY TRAINING. The hours estimated to complete all four (4) training courses range from 4 to 6 hours and are available on-line.

Each on-site TO Contractor resource shall be required to certify that they completed the training. There will be a certificate of completion available at the end of each training course. The on-site TO Contractor resource shall print the certificate and give a copy to the TO Manager as record of completion. The on-site TO Contractor resource shall also forward a copy of their training certificates to the TO Contractor for their contract management records.

2.5 WORK HOURS

- The TO Contractor's assigned personnel shall work an eight-hour day with core hours being 9:00 am- 3:00 pm EST (hours to be approved by the TO Manager), Monday through Friday except for State holidays, Service Reduction days and Furlough days observed by the SHA at 707 N. Calvert St., Baltimore, MD 21202.
- The TO Contractor's assigned personnel may work 40 hours per week or less.
- A flexible work schedule shall be used to handle any efforts outside the core hours to include overnight and weekends. These hours must be authorized by the TO Manager. Any hours beyond the standard 40 hours will be credited to the assigned personnel to be used either the week before or week after the work is/was performed at the discretion of the TO Manager.
- At the discretion of the TO Manager, the TO Contractor personnel shall be required to work outside the hours of 8:00 AM – 5:00 PM.
- 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.
- Requests for leave shall be submitted to the TO Manager at least two (2) weeks in advance. The TO Manager reserves the right to request a temporary replacement if leave extends longer than one consecutive week. In cases where there is insufficient coverage, a leave request may be denied.
- In the event of a reduction in State revenues and a subsequent reduction in allocated budget, the Master Contractor personnel shall be required to participate in the State mandated Service Reduction Days as well as State Furlough Days. In this event, the TO Contractor will be notified in writing by the TO Manager of these details. In addition to the Service Reduction Days and Furlough Days, the TO Contractor may also be requested to restrict the number of hours the TO Contractor Personnel can work within a given period of time that may result in less than an eight hour day or less than a 40 hour work week.

2.6 BACKGROUND

The SHA HISD has relied on Contractual Technical Services for many years for the operation, maintenance and support of SHA HISD server, desktop, and applications. Currently, these tasks are being supported by a combination of on-site and off-site consultants. The SHA HISD recognizes that with the advent of client-server and web based systems, end users expect 100% up time and near instantaneous response time. SHA HISD also recognizes the importance of information systems development and enhancement considered necessary to meet business needs. These efforts should be well managed in order to accomplish them on-time and within budget. SHA HISD places high expectation upon our staff in terms of deploying well engineered systems and providing expert resolutions to any problems encountered. The growth of systems supported along with the expectation that HISD staff will provide support and be the first point of contact in case of any failures is driving the need for resources.

The HISD help desk and technical support staff performs hardware/software installations and upgrades, troubleshoots hardware/software issues, maintains images, and evaluates new hardware/software.

In addition we need a person who will be responsible for maintaining our SAN, creating/maintaining our virtual machine farm, creating/maintaining virtual machines and our blade servers, and performing desktop backups as well as server backups. This person will also be responsible for setting up new servers and maintaining our existing servers.

The HISD developers are responsible for maintaining and supporting applications that includes but are not limited to:

- Traffic Monitoring System (TMS2kX) – TMS2kX is responsible for the collection, processing, analysis, summarization and reporting of Maryland highway traffic count data.
- Internet Traffic Monitoring System (iTMS) – iTMS is a public facing application that gives information regarding the traffic data collected by HISD.
(http://shagbhisdadt.mdot.state.md.us/ITMS_Public/default.aspx)
- Annual Daily Traffic (AADT) Locator – AADT is a public facing application that is responsible for collecting and maintaining the current inventory of publicly maintained roads.
(http://shagbhisdadt.mdot.state.md.us/AADT_Locator_Public/default.aspx)
- Enterprise Geographic Information System (eGIS) - eGIS is a framework for providing geospatial capabilities for analysis and decision support system.
- Transportation Spatial Database (TSD) – TSD is used for publishing and printing all our maps.
- Asset Data Warehouse (ADW) – ADW is an application that allows state asset owners to add, edit assets spatially.
- Highway Management Information System (HPMS) – HMIS is an application that contains current inventory of publicly maintained roads in Maryland. It allows users to enter, view and report inventoried information.

Hardware used at HISD includes, but is not limited to, various Dell, HP models for desktop and laptop computers, monitors, HP blade servers and file share servers and tape libraries.

Software used at HISD includes, but is not limited to Windows XP, Windows 7, MS Office 2007, Adobe Acrobat (full version and Reader), Internet Explorer, Outlook, Symantec Backup Exec 2010, VMware, ArcCatalog, ArcMap, ArcServer Advanced (to support Mobile applications) and Map2PDF.

In order to support our GIS team, HISD also has image servers, Server Object Manger (SOM), Server Object Containers (SOC) servers. HISD also has application servers and web services servers.

Additional hardware/software may be purchased in the future to support new business needs.

2.7 REQUIREMENTS

2.7.1 FUNCTIONAL / BUSINESS REQUIREMENTS

This Task Order shall require the resources at a minimum to maintain, support, make any required enhancements for the following applications (additional applications may be added in the future to support new business needs). The task each resource shall perform is found in Section 2.7. The TO Contractor Resources shall support the following systems:

	Application Name	Application Type	Description	Technologies used
1	Traffic Monitoring System	Web	The Traffic Monitoring System (TMS) program is responsible	Microsoft Visual Studio 2008, ASP.NET (language used is VB),

			for the collection, processing, analysis, summarization, and dissemination of Maryland highway traffic data and is supported by a comprehensive, user friendly, management information computer database system.	Infragistics grid control, Oracle 11g, ArcGIS WebADF 9.3, ESRI JavaScript, ArcGIS Server 10.0
2	iTMS	Web	i-TMS is a web base application that provides access to the Traffic count reports for all count locations in Maryland. This application is available to the public.	Microsoft Visual Studio 2008, ASP.NET (language used is VB), Oracle 11g, Google Map API, Connection Manager
3	AADT Locator	Web	This is a very simple tool wherein a user can enter a full or partial street address to find Annual Average Daily Traffic (AADT) for that address (if one exists) by way of the Address Search option. The tool displays AADT & Annual Average Weekday Traffic (AAWDT) for locations within a search distance of that address. This application is available to the public.	Microsoft Visual Studio 2008, ASP.NET (language used is VB), Oracle 11g, Google Map API, Connection Manager
4	HMIS	Web	A system used to maintain the inventory of routes within the State of Maryland that are open to public. Both current and historical data are stored. This application tracks the road and construction and improvements made upon the roads. This system also provides the necessary data for HPMS submission which is a federal requirement. (the current system is client/side based but this is in process of re-engineering and the new one is web based)	Microsoft Silverlight 4(language used is C#), VIBlend, Microsoft Visual Studio 2010, Windows Communication Foundation, Oracle 11g, ESRI Silverlight API 2.3, ArcGIS Server 10.0
5	Ride	Client	This application is used to go out and collect data about our roads and to verify any improvements done on it by any jurisdiction.	Microsoft WPF (language used is C#),VIBlend, Microsoft Visual Studio 2010, Oracle Express, ArcGIS Mobile.
6	eGIS	Web	Enterprise Geographic Information System which provides geospatial capabilities	ArcGIS Server 10,Oracle 11g, Tomcat(version 6.0.26), Flex Builder: Flex 4.1 SDK, ArcGIS Flex API

			for analysis and decision support system.	
7	TSD	Client	Transportation Spatial Database is used for publishing and printing all our maps.	ArcGIS 10, VB.net, Oracle 11g
8	Mobile Applications (Truck Emergency Parking, Point of Interest)	Mobile	This is a mobile application designed to show emergency parking for trucks and also show points of interest in Maryland.	C#, WCG, Oracle, ArcGIS advanced server, Sencha Mobile, Java Script ArcGIS 10, Connection Manger
9	Asset Data Warehouse	Web	ADW application allows state asset owners to add, edit assets spatially as well as locate them.	Flex, C#, WCF, Web services, Oracle, ArcGIS
10	Traffic Trends	Web	Gives user information about historical traffic data.	Microsoft Visual Studio 2008 VB.net

2.7.2 TASK REQUIREMENTS

SHA HISD is looking for team that will consist of one server support, one end-user support, one project manager and three developers. At a minimum, the work to be accomplished by the TO Contractor Personnel under this TORFP shall consist of the following resources and their associated responsibilities:

SERVER SUPPORT

TO Contractor Personnel shall:

- Install and configure a Microsoft Windows server, for use as an application server, web server or database server.
- Recover a failed server if/when necessary.
- Ensure servers are current with firmware, drivers, patches and security updates in accordance with SHA Office of Information Technology (OIT) policy.
- Create/restore an image of a server.
- Troubleshoot server network connectivity issues.
- Configure a backup job to run on a specified schedule using BackExec (or equivalent tool).
- Restore a directory from a previous backup session.
- Research, lab test, document and make recommendations to the SHA Network Manager on a variety of new IT technologies that could be implemented at SHA.
- Work in cooperation with the current MDOT Network Management System (NMS) and other contractors supporting the MDOT Enterprise Network.
- Attend internal SHA HISD meetings as requested.
- Configure and maintain HP EVA SAN and Brocade Fiber Channel (FC) switches
- Configure and maintain blade servers HP C7000
- Install, configure and maintain vSphere.
- Install, configure and maintain ArcGIS server.

END-USER SUPPORT

TO Contractor Personnel shall:

- Work with end users to identify and deliver required PC services.
- Work with GIS users to troubleshoot any reported problems.

- Work with users to troubleshoot any problems with SharePoint.
- Monitor and maintain HISD SharePoint.
- Control user access and permissions to HISD Knowledge Management Portal (KMP).
- Provide expert knowledge of Access database.
- Liaise with and provide training and support to end users and staff on computer operational issues.
- Install, configure, test, maintain, monitor, and troubleshoot end user workstation hardware, networked peripheral devices, and networking hardware products.
- Perform on-site analysis, diagnosis, and resolution of complex PC problems for a variety of end users, and recommend and implement corrective hardware solutions, including off-site repair as needed.
- Receive, log and respond to incoming calls, pages, and/or e-mails regarding PC and/or hardware problems using Maximo.
- Monitor and test PC performance and provide PC performance statistics and reports.
- Schedule, and perform PC, hardware and peripheral equipment improvements, upgrades, and repairs following SHA's OIT's schedule .
- Support development and implementation of new computer projects and new hardware installations.
- Maintain up-to-date knowledge of hardware and equipment contracts and supervise contract-based installations.
- If necessary, liaise with third-party support and PC equipment vendors.
- Provide guidance to other members of the team as required.
- Attend internal SHA HISD meetings as requested.
- Other related duties as assigned by management.

DEVELOPERS:

TO Contractor Personnel shall:

- Provide support for the above mentioned applications.
- Fix any bugs that are reported through SHA's help desk software (Remedy/Maximo) and assigned to TO Contractor Personnel by TO Manager.
- Perform any approved enhancements that are requested by TO Manager. TO Contractor Personnel shall provide estimates of time to complete enhancement requests along with weekly updates.
- Maintain web services.
- Develop any new web services as required and assigned by TO Manager to support the business needs of this office.
- Help in developing new applications as new business needs are identified to meet the goals of this office.
- Perform unit testing and other necessary testing as assigned by TO Manager for bug fixes and enhancements.

PROJECT MANAGER:

TO Contractor Personnel shall:

- Provide IT project management support for projects already underway and for any new projects.
- Manage on-going maintenance and enhancement efforts for existing applications.
- Provide business analysis and requirements gathering support.
- Generate documentation for any existing process that is not documented.
- Prepare documents for all new processes.
- Act as liaison between end-users and technical staff.
- Manage a team of subject matter experts and technical accepts of the project to ensure project completion.

- Plan and manage the project schedule.
- Review and confirm functional requirement, data requirements, and security requirements if any be present.
- Help in gathering and documenting functional requirement, data requirements, and security requirements for any new projects or re-engineering efforts.
- Define user interface.
- Establish test plans.
- Foster communications with all parties involved.
- Set up and co-ordinate various meetings including preparing minutes.
- Participate in internal/external meetings as requested.
- Assist in testing and evaluation.
- Assist in research effort.

2.7.3 TECHNICAL REQUIREMENTS

The TO Contractor Personnel who is responsible for server and desktop support shall be knowledgeable, trained by TO Contractor, and be capable of utilizing Symantec Backup Exec, VMware VSphere, Team foundation Server and other technologies currently available at SHA in the performance of their work as defined in Section 2.7.2.

2.7.4 SERVICE LEVEL AGREEMENT (SLA)

Based on the severity of a service request, the TO Contractor shall provide written and/or verbal communications in English regarding service request status and resolution, and provide the necessary level of support as specified in this SLA. The TO Contractor shall meet the support response time and resolution requirements. Failure to meet SLA will result in corrective actions for the TO Contractor as described in section Performance Problem Mitigation. Response time and resolution shall be measured during normal work hours in table. Requests shall be triaged as follows:

Service Levels	Phone Response	On-Site Response	Response Availability	Resolution Times	Comments
Low (any situation where the production is not interrupted and users can still access the applications)	4 hour	1 work day	5 days/week, Mon-Fri, 8AM-5PM	Within 3 business days after report	On-site response to calls after 1PM may be by 9AM the next morning
Normal(any situation where if nothing is done quickly it will effect production)	2 hour	1 work day	7 days/week, 24 hrs a day	Within 48 hours after the first report	On-site response to calls after 1PM may be by 9AM the next morning

but does not require an immediate action)					
High(any situation that stops production)	30 minutes	4 hours	7 days/week, 24 hrs a day	Within 24 hours after first report	On-site response to calls after 1PM may be by 9AM the next morning.

After the issue has been resolved the TO Contractor will produce a written report detailing the problem and the solution and will submit it to HISD IT manager.

2.7.5 BACKUP / DISASTER RECOVERY

The TO Contractor shall perform backups of the web, application, and database servers on a regular basis. This shall include daily incremental backups and full weekly backups of all volumes of servers. The TO Contractors will utilize Backup Executive for backups as well as make use of vRanger backups for all the Virtual server infrastructures.

2.7.6 HARDWARE, SOFTWARE, AND MATERIALS

There will be no hardware, software or materials purchased under this Task Order.

2.8 DELIVERABLES

For each written deliverable the TO Contractor shall submit to the TO Manager one hard copy and one electronic copy compatible with Microsoft Office 2007, Microsoft Project 2007.

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

2.8.1 DELIVERABLE DESCRIPTIONS / ACCEPTANCE CRITERIA

ID #	Deliverable Description	Acceptance Criteria	Due Date / Frequency
Server Support Deliverables			
2.8.2.1	Deliverable A Weekly Report	A MS Word document that shall document: <ul style="list-style-type: none"> • Work planned for the next reporting period • Work done for the current reporting period • Shall include information on schedule, risk, issues, work, and action items 	Receipt by close of business Friday following the previous week.
2.8.2.2	Release Notes	A MS Word document that shall document: <ul style="list-style-type: none"> • Any patches that were applied to production application. • Steps for performing patches. 	5 Calendar Days prior to release
Project Manager Deliverables			
2.8.2.3	Deliverable A Weekly	A MS word document that shall	Receipt by close of business

	Report	<p>document the following:</p> <ul style="list-style-type: none"> • Status of all the projects : which should include a brief summary of all the work done by other TO Contractor personnel during the reporting period . 	Friday following the previous week.
2.8.2.4	Project Management Plan	<p>A MS Word or Excel document that shall document that defines how PM will perform project activities consistent with the 9 knowledge areas including:</p> <ul style="list-style-type: none"> • Schedule Management consisting of activity definition and sequencing, resource estimating, duration estimating, schedule development, and schedule control activities. • Scope Management consisting of project initiation, scope planning, scope definition and scope change control activities. • Cost Management consisting of resource planning, cost estimating, budgeting and cost control activities. • Human Resources Management consisting of organizational planning, project team acquisition, and staff development activities. • Risk Management consisting of risk management planning, risk identification, risk quantitative and qualitative analysis, response planning, monitoring, and control activities. • Quality Management consisting of quality planning, quality assurance, and quality control activities. • Communications Management consisting of communications planning, information distribution, progress and performance reporting, and stakeholder communications management activities. • Integration Management consisting of project plan development, project plan execution, and integrated change 	NTP + 8 Calendar Days

		<p>control activities.</p> <ul style="list-style-type: none"> • Procurement Management consisting of procurement planning, contracts planning, requesting solicitation responses, selecting contractor(s), administering contract(s), and contract(s) closing activities. 	
2.8.2.5	Test Plans (if applicable)	<p>A MS Word or Excel document that shall document:</p> <ul style="list-style-type: none"> • Plans for testing all system applications and enhancement • Address associated tools and process used for testing 	3 Calendar Days before Testing
2.8.2.6	User Interface Document	<p>A MS Word or Excel document that shall document:</p> <ul style="list-style-type: none"> • interface and diagrams; • functional and technical design specifications for each programming work unit including approved customizations, custom workflows, and system interfaces. 	3 Calendar Days
2.8.2.7	Requirement Documentation (if applicable)	<p>A MS Word or Excel document that shall document:</p> <ul style="list-style-type: none"> • Formal statement of functional and non-functional requirements, • May include, but not limited to: process requirements, data requirements, system interface requirements, and non-functional or operational requirements. 	5 Calendar Days
2.8.2.8	Summary of meetings the project manager attended	<p>A MS Word or Excel document that shall document:</p> <ul style="list-style-type: none"> • Summary of meeting minutes • List of attendees 	1 Calendar Days after meeting
2.8.2.9	Action Items List:	<p>A MS Word or Excel document that shall document:</p> <ul style="list-style-type: none"> • List of action items that were taken care of during the reporting week • List of action items that will be worked on for the following week along with the name of their person who shall be the responsible party for those action items 	Updated after each meeting. At a minimum, action items list will be updated weekly and submitted with Weekly Report.
Developers Deliverables			
2.8.2.10	Deliverable A Weekly Report	<p>A MS word document that shall document the following: List of items they plan on doing next week.</p>	Receipt by close of business Friday following the previous week.

2.8.2.11	Requirements Document	A MS Word or Excel document that shall document: <ul style="list-style-type: none"> • Formal statement of functional and non-functional requirements, • May include, but not limited to: process requirements, data requirements, system interface requirements, and non-functional or operational requirements. 	TBD by assignment
2.8.2.12	Design Document	A MS word document that shall document the following: <ul style="list-style-type: none"> • interface and diagrams; • functional and technical design specifications for each programming work unit including approved customizations, custom workflows, and system interfaces • Programming and other development standards which shall be consistent with industry best practices 	TBD by assignment.
2.8.2.13	Code Documentation	In addition the developers have to give a copy of their code to the TO Manager or put the code in to Team Foundation Server in accordance with SHA standards.	XX Calendar Days prior to Testing.
End User Support Deliverables			
2.8.2.14	Deliverable A Weekly Report	A MS word document that shall document the following: <ul style="list-style-type: none"> • Meeting Minutes for any meeting attended • Action items for next week 	Receipt by close of business Friday following the previous week.
2.8.2.15	Trouble Ticket Analysis & Resolutions	A MS word document that shall document the following: <ul style="list-style-type: none"> • Trouble ticket information • Root Cause Analysis • Resolution 	1 Calendar Days after Ticket Resolution

2.9 REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES

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

- The State’s System Development Life Cycle (SDLC) methodology
- The State Information Technology Security Policy and Standards
- The State Information Technology Project Oversight

- The State of Maryland Enterprise Architecture
- The TO Contractor shall follow the project management methodologies that are consistent with the Project Management Institute's Project Management Body of Knowledge Guide. TO Contractor's staff and sub-contractors are to follow a consistent methodology for all TO activities.

2.10 TO CONTRACTOR PERSONNEL MINIMUM QUALIFICATIONS

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

2.10.1 REQUIRED MINIMUM QUALIFICATIONS:

SERVER SUPPORT RESOURCE:

Individuals with the following minimum qualifications are required for this Task Order:

- At least **five** (5) years of experience in each of the following technical areas:
 - Working knowledge of a complete network and IT systems environment, including protocols (TCP/IP), equipment, services (DNS), etc.
 - Microsoft Windows Server Family, including (but not limited to)
 - Windows Server 2003, Windows Server 2008, Windows Terminal Server, etc.
 - Microsoft File and Print Services
 - Microsoft Server Security
 - Block-level backup and associated backup/recovery methods
 - Storage Area Network (SAN) Architecture, including knowledge of volumes/partitions, disk sets, arrays, RAID, storage pools, hardware, etc.
 - Mounting, moving server and other equipment
 - Monitoring server performance and utilizing the associated tools to do so.
- At least three (3) years of experience in each of the following technical area
 - Virtualization technology, including usage of product suites from (but not limited to) VMware and Microsoft
 - Experience with installing, configuring and maintaining HP EVA SAN
 - VMware Infrastructure
 - ArcGIS Server: Web Administration Using the Microsoft .Net Framework Enterprise
 - Strong knowledge and work experience on various enterprise storage systems like 3PAR.
 - Possession of a current certification as a Microsoft Certified Systems Engineer (MCSE)
 In lieu of the MCSE certification, SHA will consider individuals who have at least **seven** (7) years of progressively more complex experience configuring and supporting Microsoft

Windows servers.

END-USER SUPPORT RESOURCE:

Individuals with the following minimum qualifications are required for this Task Order:

- At least **three** (3) year experience in each of the following technical areas:
 - Active Directory
 - Ability to troubleshoot PC and Microsoft hardware or software.
 - PCs, laptops, stand-alone and networked printers, standalone and networked scanners, and modems
 - Ability to repair, installs, upgrade, or reconfigure any of these items utilized within the agency.
 - Install and properly configure, at a minimum:
 - Desktop Operating Systems: Windows 2000, Windows XP ,Windows 7
 - Server Operating Systems: Windows 2000, Windows 2003,Windows 2008
 - Microsoft Active Directory Services
 - Standard Software: Must be proficient in Microsoft Office 2007 Professional Suite, Microsoft Outlook 2003, McAfee Virus Scan, LANDesk, Adobe Acrobat, Photo Editor, Cisco VPN software and imaging software.

DEVELOPER:

Individuals with the following minimum qualifications are required for this Task Order:

- At least four (4) years of experience in scripting language such as Javascript, Perl, Python, or VBscript
- At least five (5) years of experience in ASP programming, ArcObjects, PHP, HTML,C#
- At least eight (8) years of experience in Object-Oriented programming
- At least eight (8) years of experience in one of the following: C, C++, Java, .NET, ASP.NET, visual basic, Visual Studio
- At least two (2) years of experience in web service experience including WCF.

PROJECT MANAGER:

Individuals with the following minimum qualifications are required for this Task Order:

- At least seven (7) years of experience using software development lifecycle tools for requirement management, testing.
- Excellent verbal and written communications skills, and co-ordination and organizational skills. Resumes shall demonstrate at least seven (7) years of experience where these skills were applied.
- Professional certification in either Geographic Information Systems or Relational Database.
- Resources shall also possess expertise in the following areas
 - American Association of State Highway and Transportation Officials (AASHTO)
 - Data Warehouse
 - Disaster recovery
 - Database design and management
 - Geographic Information systems
 - Project management systems
 - Reporting systems

2.10.2 DESIRED QUALIFICATIONS

SERVER SUPPORT:

- More than seven (7) years of experience working in a network and IT systems support environment.

- Possession of additional certifications such as (but not limited to) vmWare Certified Professional (VCP), Cisco Certified Network Administrator (CCNA), CompTIA Network+, etc.
- Possession of SharePoint MOSS administration and Management
- Strong knowledge of VMware and NAS Backup Solutions.
- Knowledge of installing, configuring and maintaining HP EVA SAN and Brocade FC switches.
- Experience of installing, configuring and maintaining HP c7000 Blade Systems with Virtual Connect Flex-10.

END-USER SUPPORT:

- Experience with Access database.
- Experience with integrating Access with SharePoint.

PROJECT MANAGER:

- Possession of certification as Project Managers- Project Management Institute (PMI) certified Project Management Professional or industry equivalent.

DEVELOPER

- Familiarity with Oracle, Oracle Spatial, and ArcGIS.
- Crystal Report designer.
- Three (3) years of experience in SharePoint development, Dreamweaver.
- In-depth knowledge of Ajax, XML, DHTML, Actionsript.

2.11 PERFORMANCE EVALUATION

Master Contractor personnel will be formally evaluated by the TO Manger on a yearly basis for each assignment performed during that period. The established performance evaluation and standards are included as Attachment 13. Performance issues identified by the Agency at any time and throughout the duration of the contract are subject to the mitigation process described in Section 2.12 below.

2.12 PERFORMANCE PROBLEM MITIGATION

In the event the agency is not satisfied with the performance of the Master Contractor personnel, the mitigation process is as follows: The TO Manager will notify the Master Contractor in writing describing the problem and delineating remediation requirements. The Master Contractor will have three (3) 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.

2.13 SUBSTITUTION OF PERSONNEL

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

The TO Manager shall have the option to interview the proposed substitute personnel for the resource awarded to the Master Contractor. After the interview, the TO Manager shall notify the Master Contractor of acceptance or denial of the requested substitution.

2.14 INVOICING

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS II Master Contract. Invoices shall contain the TO Contractor's Federal Employer Identification Number (FEIN), as well as the information described below, and under INVOICE FORMAT.

On-call hours and upgrades performed during non-business hours would be billed based on actual time worked at the approved Task Order labor rate.

The TO Contractor shall submit monthly invoices for SHA/HISD approval and payment that coincide with the submission of the progress reports on or before the 15th day of the month. The invoices shall identify actual hours by each person assigned to the task order during the reporting period. Invoices shall be accompanied by timesheets and paid contractor invoices documenting charges for labor in accordance with the contractor price proposal for the Master Contract.

Invoices and all required documentation shall reflect the first day of the month through the last day of the month, **only**. Any piece of documentation showing hours worked the days before or after any given documented month will be incorrect and the contractor required to resubmit the entire package. Any documentation received after the 15th day of any month will be late. If the 15th of any month falls on a weekend, government holiday, or State of Maryland Service Reduction day, all documentation is due the last government business day prior.

It is the sole responsibility of the contractor to ensure that all required weekly documentation is received by the close of business each Friday.

Payment of invoices will be withheld if any required documentation is not submitted including without limitation Acceptance of Deliverable form- Attachment 8.

2.14.1 INVOICE FORMAT

- A) A proper invoice shall identify SHA, labor category, associated TOA number and Title, date of invoice, period of performance covered by the invoice, the SHA issued BPO Number 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) to:
 - i. Alan Lijewski
Email: ALijewski@sha.state.md.us
 - ii. The Task Order Project Manager's name **must** be shown on the E-mail Subject Line
- C) Invoices for final payment shall be clearly marked as "FINAL" and submitted when all work requirements have been completed and no further charges are to be incurred under the TOA. In no event shall any invoice be submitted later than 60 calendar days from the TOA termination date.

SECTION 3 - TASK ORDER 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 the 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. A TO Proposal shall contain the following sections in order:

3.2.1 TECHNICAL PROPOSAL

A) Proposed Services

- 1) Executive Summary: 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. The resume should feature prominently the proposed personnel's skills and experience as they relate to the Master Contractor's proposed solution and Section 2 – Scope of Work.
- 2) Complete and provide, Attachment 4 – Labor Classification Personnel Resume Summary.
- 3) Provide names and titles of all Key management personnel who will be involved with supervising the services rendered under this TO agreement.

C) Subcontractors

- 1) Identify all proposed subcontractors, including MBEs, and their roles in the performance of Section 2 - Scope of Work.

D) Master Contractor and Subcontractor Experience and Capabilities

- 1) Provide up to three examples, within the last three (3) years, of projects or contracts the Master Contractor has completed that were similar to Section 2 - Scope of Work. Each example must include contact information for the client organization complete with the following:
 - a) Name of organization.
 - b) Point of contact name, title, and telephone number
 - c) Services provided as they relate to Section 2 - Scope of Work.

- d) Start and end dates for each example project or contract. If the Master Contractor is no longer providing the services, explain why not.

E) Professional Development Plan

Provide plan on how Master Contractor will ensure continued Professional Development for on-site TO Contractor Personnel.

- 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 entity of the State of Maryland. For each identified contract, the Master Contractor shall provide:
 - a) Name of organization.
 - b) Point of contact name, title, and telephone number
 - c) Services provided as they relate to Section 2 - Scope of Work.
 - d) Start and end dates for each example project or contract. If the Master Contractor is no longer providing the services, explain why not.
 - e) Dollar value of the contract.
 - f) Whether the contract was terminated before the original expiration date.
 - g) Whether any renewal options were not exercised.

Note - State of Maryland experience can be included as part of Section E2 above as project or contract experience. State of Maryland experience is neither required nor given more weight in proposal evaluations.

A) Proposed Facility

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

B) State Assistance

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

C) 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 FINANCIAL RESPONSE

- A) A description of any assumptions on which the Master Contractor's Financial Proposal is based (Assumptions shall not constitute conditions, contingencies, or exceptions to the price proposal);
- B) Attachment 1 - Completed Financial Proposal with all rates fully loaded.

SECTION 4 – TASK ORDER AWARD PROCESS

4.1 OVERVIEW

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, the TO Requesting Agency will consider all information submitted in accordance with Section 3.

4.2 TECHNICAL PROPOSAL EVALUATION CRITERIA

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

- The Master Contractor's proposal solution and understanding of the TORFP Scope of Work based on the required response in Section 3.2.1.A
- Personnel experience required in Section 3.2.1.B
- Master Contractor and Subcontractor Experience and capabilities specified in Section 3.2.1.D

4.3 SELECTION PROCEDURES

- A) TO Proposals will be assessed throughout the evaluation process for compliance with the minimum personnel qualifications in Section 2.10 and quality of responses to Section 3.2.1 of the TORFP. TO Proposals deemed technically qualified will have their financial proposal considered. All others will be deemed not reasonably susceptible to award and will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.
- B) SHA HISD will conduct interviews to determine the candidates from all TO Proposal that meet minimum qualification. The Master Contractor's shall ensure that proposed personnel will be available for the interview in order for their technical proposals to be considered for award. SHA HISD will evaluate resources from among all the TO Proposals that meet minimum qualification and may award up to four (4) Task Order Agreement(s) to up to four(4) Master Contractor(s) for the six (6) resources, based on the qualifications of the individual resources proposed.
- C) Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.
- D) The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment. In making this selection, proposals will be reviewed and ranked based on technical merit.

4.4 COMMENCEMENT OF WORK UNDER A TOA

Commencement of work in response to a TOA shall be initiated only upon issuance of a fully executed TOA- Attachment 2, a Non-Disclosure Agreement (To Contractor)- Attachment 10, and a Purchase Order issued by the TO Procurement Officer and by a Notice to Proceed authorized by the TO Manager. See Attachment 6 - Notice to Proceed (sample).

ATTACHMENT 1 – PRICE PROPOSAL

**PRICE PROPOSAL (TIME AND MATERIALS) FOR CATS II TORFP #
J02B2400008**

LABOR CATEGORIES

Labor Categories	A	B	C
	Hourly Labor Rate	Total Class Hours	Total Proposed CATS II TORFP Price
Master Contractor to insert proposed labor category			
Period #1 (NTP through May 31st, 2013)			
Resource Name/ Classification#1	\$	1960	\$
Resource Name/ Classification#2	\$	1960	\$
Resource Name/ Classification#3	\$	1960	\$
Resource Name/ Classification#4	\$	1960	\$
Resource Name/ Classification#5	\$	1960	\$
Resource Name/ Classification#6	\$	1960	\$
TOTAL PERIOD 1			\$
Period #2 (June 1st, 2013 through May 31st, 2014)			
Resource Name/ Classification#1	\$	1960	\$
Resource Name/ Classification#2	\$	1960	\$
Resource Name/ Classification#3	\$	1960	\$
Resource Name/ Classification#4	\$	1960	\$
Resource Name/ Classification#5	\$	1960	\$
Resource Name/ Classification#6	\$	1960	\$
TOTAL PERIOD 2			\$
Total Evaluated Price			\$

Authorized Individual Name

Company Name

Title

Company Tax ID #

The Hourly Labor Rate is the actual rate the State will pay for services and must be recorded in dollars and cents. The Hourly Labor Rate cannot exceed the Master Contract Rate, but may be lower. Rates must include all direct and indirect costs and profit for the Master Contractor to perform under the TOA. (Fully loaded hourly rates)

PRICE SHEET SHALL NOT BE ALTERED IN ANY WAY.

SUBMIT AS A .PDF FILE WITH THE FINANCIAL RESPONSE

ATTACHMENT 2 – TASK ORDER AGREEMENT

CATS II TORFP# J02B2400008 OF MASTER CONTRACT #060B9800035

This Task Order Agreement (“TO Agreement”) is made this **day** of **Month**, 2012 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 State Highway Administration, as identified in the CATS II TORFP # J02B2400008.
 - b. “CATS II TORFP” means the Task Order Request for Proposals # J02B2400008, 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 State Highway Administration 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 Nithya Jayakumar 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.
2. Scope of Work
 - 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supersede the Master Contract.
 - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS 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

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

3. Time for Performance

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS 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.

4. Consideration and Payment

- 4.1 The consideration to be paid the TO Contractor shall be done so in accordance with the CATS II TORFP and shall not exceed the total amount of the task order. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.
- 4.2 Payments to the TO Contractor shall be made as outlined Section 2 of the CATS 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.
- 4.3 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.**
- 4.4 In addition to any other available remedies, if, in the opinion of the TO Procurement Officer, the TO Contractor fails to perform in a satisfactory and timely manner, the TO Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the TO Contractor to be reduced or withheld until such time as the TO Contractor meets performance standards as established by the TO Procurement Officer.

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

TO Contractor Name

By: Type or Print TO Contractor POC

Date

Witness: _____

STATE OF MARYLAND, **TO Requesting Agency**

By: Thomas Hickey, Director of Procurement

Date

Witness: _____

ATTACHMENT 3– CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

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

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

Date: _____ By: _____

(Authorized Representative and Affiant)

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 4 – LABOR 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 4 – LABOR CATEGORY PERSONNEL RESUME SUMMARY
(CONTINUED)**

Proposed Individual's Name/Company:	How does the proposed individual meet each requirement?
LABOR CATEGORY TITLE – (MUST INSERT LABOR CATEGORY NAME)	
Education: (Insert the education description from the CATS II RFP from Section 2.10 for the applicable labor category.)	
Experience: (Insert the experience description from the CATS II RFP from Section 2.10 for the applicable labor category.) (MM/YY-MM/YY)	
Duties: (Insert the duties description from the CATS II RFP from Section 2.10 for the applicable labor category.)	

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

Contractor's Contract Administrator:

Signature Date

Proposed Individual:

Signature Date

SUBMIT WITH TECHNICAL PROPOSAL

SIGNATURE REQUIRED AT THE TIME OF THE INTERVIEW

ATTACHMENT 5 – DIRECTIONS
TO THE PRE-TO PROPOSAL CONFERENCE

Driving directions for MDOT Headquarters

7201 Corporate Center Dr.

Hanover, Md. 21076

Harry Hughes Suite 3- Lower Level

Due to Space Limitations and the potential for a large number of vendors attending, please limit attendance to one (1) person from each prime interested in submitting a proposal.

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.

Marc Train Service

Ride the Marc Penn Line Train from both the South and North and exit at the BWI Marc Train Station. When you exit the train follow directions to the crossover (tracks) and you will find an exit door on the second floor leading to a pedestrian bridge. This pedestrian bridge will carry you (1600 ft.) to MDOT

Light Rail Service

Ride the light rail from the North to the BWI Airport Station. There is shuttle service from the BWI Airport to BWI Marc Train Station. Take the crossover (tracks) and on the second floor there is an exit to the Pedestrian Bridge for MDOT. This pedestrian bridge will carry you (1600 ft.) to MDOT

ATTACHMENT 6 – NOTICE TO PROCEED

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS II Task Order Agreement #J02B2400008

Dear TO Contractor Contact:

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

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

Sincerely,

Nithya Jayakumar

Task Order Procurement Officer

Enclosures (2)

cc: Joy Abrams

Procurement Liaison Office, Department of Information Technology

Project Management Office, Department of Information Technology

ATTACHMENT 7 – AGENCY RECEIPT OF DELIVERABLE FORM

I acknowledge receipt of the following:

TORFP Title: HISD Maintenance, Operations and Support

TO Agreement Number: #J02B2400008

Title of Deliverable: _____

TORFP Reference Section # _____

Deliverable Reference ID # _____

Name of TO Manager: Nithya Jayakumar

TO Manager Signature

Date Signed

Name of TO Contractor's Project Manager: _____

TO Contractor's Project Manager Signature

Date Signed

SUBMIT AS REQUIRED IN SECTION 0 OF THE TORFP.

ATTACHMENT 8 – AGENCY ACCEPTANCE OF DELIVERABLE FORM

Agency Name: State Highway Administration

TORFP Title: HISD Maintenance, Operations and Support

TO Manager: Nithya Jayakumar- 410-545-5524

To:

The following deliverable, as required by TO Agreement #J02B2400008, has been received and reviewed in accordance with the TORFP.

Title of deliverable: _____

TORFP Contract Reference Number: Section # _____

Deliverable Reference ID # _____

This deliverable:

Is accepted as delivered.

Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

TO Manager Signature

Date Signed

ISSUED BY THE TO MANAGER AS REQUIRED IN SECTION 0 OF THE TORFP.

TORFP J02B2400008- Issue Date: 9/12/12

ATTACHMENT 9 – NON-DISCLOSURE AGREEMENT (OFFEROR)

This Non- Disclosure Agreement (the "Agreement") is made this ___ day of _____ 20___, 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 #J02B2400008 for HISD Maintenance and Operations and Support. 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 this project. 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 under Section 1.7, except in connection with the preparation of its TO Proposal.
2. Each employee or agent of the OFFEROR who receives or has access to the Confidential Information shall execute a copy of this Agreement and the OFFEROR shall provide originals of such executed Agreements to the State. Each employee or agent of the OFFEROR who signs this Agreement shall be subject to the same terms, conditions, requirements and liabilities set forth herein that are applicable to the OFFEROR.
3. OFFEROR shall return the Confidential Information to the State within five business days of the State's Notice of recommended award. If the OFFEROR does not submit a Proposal, the OFFEROR shall return the Confidential Information to Joy Abrams, Maryland Department of Transportation, State Highway Administration, Highway Information Services Division on or before the due date for Proposals.
4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR'S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.
5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
6. This Agreement shall be governed by the laws of the State of Maryland.
7. OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than \$20,000 and/or imprisonment not exceeding 5 years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.
8. The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

OFFEROR: _____ BY: _____
NAME: _____ TITLE: _____
ADDRESS: _____

SUBMIT AS REQUIRED IN SECTION 1.6 OF THE TORFP

ATTACHMENT 10 – NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made as of this ____ day of _____, 20____, by and between the State of Maryland ("the State"), acting by and through its Maryland Department of Transportation, State Highway Administration, Highway Information Services Division (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 HISD Maintenance and Operations and Support TORFP No. J02B2400008 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 this project (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:

State Highway Administration:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SUBMIT AS REQUIRED IN SECTION 1.6 OF THE TORFP

ATTACHMENT 11 – 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	
<p>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.)</p>	
<p>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) _____</p>	
<p>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) _____</p>	
Section 2 – Task Orders with Invoices Linked to Time, Labor Rates and Materials	
<p>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) _____</p>	
<p>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) _____</p>	
<p>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) _____</p>	
Section 3 – Substitution of Personnel	

<p>A) Has there been any substitution of personnel? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, skip to Section 4.)</p>
<p>B) Did the Master Contractor request each personnel substitution in writing? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____</p>
<p>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) _____</p>
<p>D) Was the substitute approved by the agency in writing? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____</p>
<p>Section 4 – MBE Participation</p>
<p>A) What is the MBE goal as a percentage of the TO value? (If there is no MBE goal, skip to Section 5) _____ %</p>
<p>B) Are MBE reports D-5 and D-6 submitted monthly? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____</p>
<p>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 ÷ 10,000 = 0.30))</p>
<p>D) Is this consistent with the planned MBE percentage at this stage of the project? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____</p>
<p>E) Has the Master Contractor expressed difficulty with meeting the MBE goal? Yes <input type="checkbox"/> No <input type="checkbox"/> (If yes, explain the circumstances and any planned corrective actions) _____</p>
<p>Section 5 – TO Change Management</p>
<p>A) Is there a written change management procedure applicable to this TO? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____</p>
<p>B) Does the change management procedure include the following?</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/> Sections for change description, justification, and sign-off</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/> Sections for impact on cost, scope, schedule, risk and quality (i.e., the impact of change on satisfying TO requirements)</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/> A formal group charged with reviewing / approving / declining changes (e.g., change control board, steering committee, or management team)</p>

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 12 – 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 13 – 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
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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

INTERPERSONAL RELATIONSHIPS (Continued)	Evaluation				
	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	Evaluation
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KNOWLEDGE	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	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	Evaluation
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QUANTITY	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

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
