



Consulting and Technical Services (CATS+)

Task Order Request for Proposals (TORFP)

State Highway Administration (SHA) Office of Planning
and Preliminary Engineering (OPPE) Application
Business Services TORFP

CATS+ TORFP # J02B4400003

Maryland Department of Transportation (MDOT)
Maryland State Highway Administration

ISSUE DATE: February 18, 2014

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KEY INFORMATION SUMMARY SHEET

This CATS+ TORFP is issued to obtain the services necessary to satisfy the requirements defined in Section 2 - Scope of Work. All CATS+ Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. Master Contractors choosing not to submit a proposal must submit a Master Contractor Feedback form. The form is accessible via, your CATS+ Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu. In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS+ RFP issued by the Maryland Department of Information Technology (DoIT) and subsequent Master Contract Project Number 060B2490023, including any amendments.

TORFP Title:	SHA OPPE Application Business Services
Functional Area:	Functional Area 2- Web and Internet Systems
TO Project Number:	J02B4400003
TORFP Issue Date:	February 18, 2014
Closing Date and Time:	March 25, 2014 at 2:00 PM EST
Questions Due Date and Time:	March 3, 2014 at 12:00 PM
TORFP Requesting Agency:	Maryland Department of Transportation State Highway Administration Office of Planning and preliminary Engineering (OPPE)
Send Questions and Proposals to:	Dave Devlin ddevlin@mdot.state.md.us
TO Procurement Officer:	Dave Devlin Office Phone Number: 410-865-1230 Office FAX Number: 410-865-1130
TO Manager:	Morteza Tadayon Office Phone Number: 410-545-5511 Office FAX Number: 410-290-5051
TO Type:	Time and Materials
Period of Performance:	5 years
Disadvantaged Business Enterprise (DBE) Goal: Note: Federal Funds used for this procurement!	25 %
Small Business Reserve (SBR):	No
Primary Place of Performance:	TO Contractor's Office. From time to time at SHA Headquarters
TO Pre-proposal Conference:	There will be no Pre-proposal Conference for this TORFP.

SECTION 1 - ADMINISTRATIVE INFORMATION

1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT

The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement scope issues, and for authorizing any changes to the TO Agreement.

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

1.2 TO AGREEMENT

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

1.3 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the 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 shall be submitted via e-mail, not to exceed 8 MB, as two (2) attachments in MS Word format (2007 or greater). The "subject" line in the e-mail submission shall state the TORFP # J02B4400003. The first file shall be the TO Technical Proposal for this TORFP titled, "CATS+ TORFP #J02B4400003 Technical". The second file shall be the TO Financial Proposal for this CATS+ TORFP titled, "CATS+ TORFP #J02B4400003 Financial". The following TO proposal documents shall be submitted with required signatures as .PDF files with signatures clearly visible:

- Attachment 1 – Price Proposal
- Attachment 2 – MDOT DBE Form A and Form B
- Attachment 4 - Conflict of Interest and Disclosure Affidavit
- Attachment 5 – Labor Category Personnel Resume Summary
- Attachment 13 – Living Wage Affidavit of Agreement
- Attachment 14 – Certification Regarding Investments in Iran
- Certifications (if applicable)

1.4 ORAL PRESENTATIONS/INTERVIEWS

All Master Contractors and proposed staff will be required to make an oral presentation to State representatives [in the form of interviews](#). The proposed resources will also be required to perform in-person interviews at that time 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 TO Agreement is awarded to the Master Contractor. The Procurement Officer will notify Master Contractor of the time and place of oral presentations and interviews.

Interviews will be performed by in person for all Offerors meeting minimum qualifications. All candidates shall be interviewed in the same manner.

1.5 DISADVANTAGED BUSINESS ENTERPRISE (DBE)

A Master Contractor that responds to this TORFP shall complete, sign, and submit all required DBE documentation (Attachment 2 – MDOT DBE Form A and Form B) at the time it submits its TO Proposal. **Failure of the Master Contractor to complete, sign, and submit all required DBE documentation at the time it submits its TO Proposal will result in the State's rejection of the Master Contractor's TO Proposal.**

1.6 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 and Disclosure included as Attachment 4 this TORFP with its TO Proposal. If the TO Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of COMAR 21.05.08.08A, the TO Procurement Officer may reject a Master Contractor's TO Proposal under COMAR 21.06.02.03B.

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

1.7 NON-DISCLOSURE AGREEMENT

Certain system documentation may be available for potential Offerors to review at a reading room at 707 N. Calvert St., Baltimore, MD 21202. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement (Offeror) in the form of Attachment 10. Please contact the TO Procurement Officer of this TORFP to schedule an appointment.

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

1.8 LIMITATION OF LIABILITY CEILING

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

1.9 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES

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

Attachment 12 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.

1.10 LIVING WAGE

The Master Contractor shall abide by the Living Wage requirements under Title 18, State Finance and Procurement Article Annotated Code of Maryland and the regulations proposed by the Commissioner of Labor and Industry. A Living Wage Affidavit of Agreement must be submitted as part of the Master Contract Agreement in accordance with the CATS+ Master Contract.

A proposal submitted by an Offeror shall be accompanied by a completed Living Wage Affidavit of Agreement. See Attachment 13 for a copy of the Living Wage Affidavit of Agreement.

1.11 IRANIAN NON-INVESTMENT

All proposals shall be accompanied by a completed Certification Regarding Investments in Iran. A copy of this Certification is included as Attachment 14 of this TORFP.

1.12 CHANGE ORDERS

If the TO Contractor is required to perform work beyond the scope of Section 2 of this TORFP, or there is a work reduction due to unforeseen scope changes, a TO Change Order will be initiated. The TO Contractor and TO Manager shall negotiate a mutually acceptable price modification based on the TO Contractor's proposed rates in the Master Contract and scope of the work change. No scope of work changes shall be performed until a change order is approved by DOIT and executed by the TO Procurement Officer.

1.13 TRAVEL REIMBURSEMENT

Expenses for all travel performed in completing tasks for this TORFP shall be included in the fully loaded labor rates for services performed under the resulting Task Order.

1.14 QUESTIONS

All questions shall be submitted via email to the TO Procurement Officer no later than the date and time indicated on the Key Information Summary Sheet. Answers applicable to all Master Contractors will be distributed to all Master Contractors who are known to have received a copy of the TORFP.

Answers can be considered final and binding only when they have been answered in writing by the State.

1.15 TO PRE-PROPOSAL CONFERENCE

A Pre-proposal conference will not be held for this TORFP.

The remainder of this page is intentionally left blank.

SECTION 2 - SCOPE OF WORK

2.1 PURPOSE

The MDOT SHA OPPE is issuing this CATS+ TORFP to obtain seven (7) qualified resources that can best satisfy the TO requirements. As part of the evaluation of the proposal for this TO, Master Contractors shall propose **exactly four (4) named resources** and shall describe in a Staffing Plan how additional resources will be acquired to meet the needs of SHA OPPE. SHA OPPE expects four (4) resources to be available as of the Notice to Proceed (NTP) and SHA OPPE will initiate a work order to obtain an additional three (3) resources upon award of this TO.

This CATS+ TORFP is issued to acquire the services of the following resources:

- Project Manager (one available as of NTP)
- Senior Application Developer (two total planned, one available as of NTP)
- Junior Application Developer (two total planned, one available as of NTP)
- Business Analyst (one available as of NTP)
- Data Analyst (one planned)

Appropriate resources, skills and expertise are required to manage and enhance OPPE's toolkits and associated web sites that are consistent with Maryland Department of Information Technology standards, Internet and application security, and Section 508 compliance standards. SHA OPPE is requesting a CATS+ Master Contractor to develop new and to modify existing web based applications to support OPPE's goals of improving efficiency, managing day-to-day business and automate business processes.

With the anticipated increase in workload, we are looking for automation to enable us delivery of quality projects in timely manner. For example, Travel Forecasting and Analysis is looking to automate post-processing of outputs of various travel demand modeling and traffic engineering operational analysis applications. This automation will use the tools and plug-ins that are available in Cube Voyager, Synchro, Vissim, Transmodeler and other transportation software utilized by SHA OPPE. For Environmental Planning, we are looking for incorporating National Environmental Policy Act (NEPA) processes into Project Planning and use the System Preservation program as a tool to automate activities and enhance efficiency. For Project Management, there is a need to use MicroStation to develop customized MicroStation Development Language (MDL) and other tools to incorporate and automate engineering process using American Association of State Highway and Transportation Officials (AASHTO) design guidelines.

The services provided through this TO will be critical to supporting OPPE's goals of improving efficiency, managing day-to-day business, and providing services and products to our customers and cooperating Federal, State, and local agencies that will meet or exceed their expectations.

SHA OPPE intends to award this task order to one Master Contractor that proposes a team of resources and a Staffing Plan that can satisfy the TO requirements.

SHA OPPE will have the option of adding up to three (3) additional resources to this TO for a maximum total of seven (7) resources. All additional resources will be requested through a Work Order process (See Section 2.16).

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.

The OPPE's mission is to plan a sustainable highway system in Maryland for all users of our roadway system through partnerships, innovative approaches, and engineering solutions in a manner that strengthens Maryland's communities and diverse natural environment in a cost effective manner for the citizens of Maryland.

2.3 ROLES AND RESPONSIBILITIES

The roles and responsibilities of this TO are defined as follows:

- *TO Procurement Officer* – MDOT representative responsible for managing the TO solicitation and award process, change order process, and resolution of TO Agreement scope issues.
- *SHA DBE Compliance Officer* – SHA representative responsible for working with the TO Procurement Officer and TO Manager to ensure DBE compliance of issued TO and to gather payment data from both the Prime TO Contractor and MBE Subcontractor(s) for the reporting of DBE participation on SHA procurements to MDOT and the Governor's Office of Minority Affairs.
- *TO Manager* – SHA representative responsible for managing the day to day activities of the TO including the direct management and supervision of the project tasks. The TO Manager will also be responsible for preparing the task assignments, review and approval of proposed change orders, review and approval of proposed substitution of personnel, reviewing and approving invoices and monitoring and reporting task order performance.
- *TO Contractor Key Management Personnel* – Representative of the TO Contractor who oversees TO Contractor 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 and DBE reports by the due date defined in this TO as well as any other correspondence relating to this TO and its activities.
- *MDOT Contract Management Office (CMO)* – The CMO is responsible for the management of the TO Contract after award.

2.4 PROFESSIONAL DEVELOPMENT

Technology and software products continuously change. The TO Contractor shall ensure continuing education opportunities for the personnel provided. This education shall be associated with the technologies currently utilized by SHA or adopted 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. The TO Contractor shall submit a Professional Development Plan that identifies both annual training course cost allotments as well as annual training time allotments for each resource proposed.

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 TO 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). Failure to complete this training prior to the resources start date could be grounds for termination.

Each on-site TO Contractor resource shall be required to certify that training was completed. 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 the training certificates to the TO Contractor for contract management records.

The TO Contractor cannot bill the hours required for its resources to complete this MANDATORY TRAINING. The hours estimated to complete all four (4) training courses is approximately 8 hours and will be available on-line from SHA's Internet Web site. There will be no cost for materials or the training course itself.

2.5 REQUIREMENTS

The SHA OPPE has developed various applications to facilitate and improve the Office's functions and standard operations. These applications accommodate our need for centralized project initiation, tracking and management of applications identified under Purpose section. All of these applications are web based and can be accessed using a standard web browser.

The purpose of this TORFP is to obtain qualified services from a TO Contractor who has experience in Project Planning processes and operations, Environmental Planning processes and operations, Travel Forecasting standard processes and operations, as well as the NEPA process. The TO Contractor shall be able to review and provide application support for modification of existing applications and development of new applications as the need arises. Also, the TO Contractor shall be responsible for developing an action plan for preparing data migration into SHA's currently maintained Enterprise GIS. The TO Contractor is required to 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 and manage a team of subject matter experts and technical experts of the project to ensure project completion.

Work to be performed by the TO Contractor shall be at the direction of SHA, encompassing a broad range of responsibilities, activities, and work products associated with managing and enhancing OPPE's toolkits and associated web sites that are consistent with Maryland Department of Information Technology standards. The TO Contractor personnel shall be responsible for performing duties as identified below, plus other duties as assigned by the TO Manager within the general scope of this TORFP.

2.6 FUNCTIONAL / BUSINESS REQUIREMENTS

Functional requirements relate to what business processes shall be provided or supported under the TO. For each of the below requirements, the TO Contractor Personnel shall:

ID #	Functional / Business Requirements
2.5.1.1	Provide Monthly Status Updates.
2.5.1.2	Provide Project Management support to: <ul style="list-style-type: none"> • Manage business-related project enhancements for identified systems • Modify existing applications, as needed, and migrate to Oracle from the Access database, move to .NET, SharePoint, or other applications as required • Assist in the management of application consolidation and integration • Assist in the management of new application development • Manage on-going maintenance and enhancement efforts for existing applications • Provide web application support for identified applications • Provide OPPE Intranet Application Support • Provide OPPE Internet Application Support
2.5.1.3	Automate post-processing of outputs of various travel demand modeling and traffic engineering operational analysis applications for Travel Forecasting and Analysis. This automation will use the tools and plug-ins that are available in Cube Voyager, Synchro, Vissim, Transmodeler and other transportation software utilized by SHA-OPPE.
2.5.1.4	Use MicroStation to develop customized MDL and other tools to incorporate and automate engineering process using AASHTO design guidelines for Project Management.
2.5.1.5	Perform development work at the TO Contractor's location. Once a development sprint is ready for testing, the TO Contractor shall coordinate with the SHA and assist with the installation of the testable code on SHA's testing server environment.
2.5.1.6	Deliver copies of all associated non-compiled source code at the delivery of each sprint.
2.5.1.7	Provide on-call support following production roll out of approved release.
2.5.1.8	Provide database and programming technical services for the maintenance and support for identified systems to maintain SHA approved operating system (OS), database and software versions as well as reported bugs.
2.5.1.9	Provide business analysis and requirement gathering support for system enhancements to identified systems and or the development of new IT systems.
2.5.1.10	Provide system enhancements that would make the identified systems compliant with the State Data Security Standards.
2.5.1.11	Prepare and maintain updates to disaster recovery plans for identified systems.
2.5.1.12	Create upgrade and migration schedules and plans that will minimize the impact on production and mission critical systems.
2.5.1.13	Troubleshoot problems encountered by clients using the application software and reported through the SHA Help Desk.
2.5.1.14	Develop forms and reports for supported applications, as needed.
2.5.1.15	Maintain and update system documentation including but not limited to: <ol style="list-style-type: none"> 1. Integration Document 2. Implementation Plan 3. Users Guides 4. Administrator Guides

	<ol style="list-style-type: none"> 5. Test Cases 6. Release Notes 7. Security Procedures 8. Training Documents
2.5.1.16	Analyze, recommend and design appropriate system security using MDOT and DoIT security standards.
2.5.1.17	Seek approval of any third party software required in support of these applications by SHA. All licensing shall be transferable or licensed on behalf of SHA.
2.5.1.18	Plan, design, develop and integrate a GIS component, at the direction of SHA, as required based on SHA approved GIS technology.
2.5.1.19	Provide support for the applications mentioned in Section 2.1.
2.5.1.20	Perform any approved enhancements that are requested by the TO Manager. TO Contractor Personnel shall provide estimates of time to complete enhancement requests along with status updates.
2.5.1.21	Maintain web services.
2.5.1.22	Develop any new web services as required and assigned by TO Manager to support the business needs of this office.
2.5.1.23	Help in developing new applications as new business needs are identified to meet the goals of this office.
2.5.1.24	Perform unit testing and other necessary testing as assigned by TO Manager for bug fixes and enhancements.

2.7 TECHNICAL REQUIREMENTS

Technical requirements relate to IT system design or performance required under the TO. For each of these requirements the TO Contractor Personnel shall:

ID #	Technical Requirements
2.5.2.1	Comply with SHA Approved software architecture in their development efforts.
2.5.2.2	Ensure the SHA Office of Information Technology receives copies of applications, databases and web sites, including non-compiled native code, at the completion of each approved system modification to the production environment. In addition to the native code, ensure the delivery of any third party modules or toolkits used in the construction of the application along with the transfer of appropriate licenses.
2.5.2.3	Design the data model used by the applications.
2.5.2.4	Provide system maintenance after delivery.
2.5.2.5	Develop system source code and executables using one of the following technologies: <ol style="list-style-type: none"> 1. Visual Basic.NET 2. ASP.NET 3. C#.NET 4. Oracle 11g or latest SHA approved version

2.8 NON-FUNCTIONAL, NON-TECHNICAL REQUIREMENTS

Non-functional, non-technical requirements may include any requirements not related to IT system make-up or business processes. Examples are personnel tasks, SDLC documentation, required meetings, etc. For each of the below requirements, the TO Contractor Personnel shall:

ID #	Non-Functional, Non-Technical Requirements
2.5.3.1	Set up and coordinate various meetings as well as prepare minutes. Participate in

	internal/external SHA staff meetings as requested.
2.5.3.2	Perform any SHA approved System Upgrades after 7:00 PM during the work week or any time on weekends unless otherwise approved by SHA.
2.5.3.3	Provide training, if called upon to do so, for end users and or System Administrators upon system implementation or enhancement.

2.9 SERVICE LEVEL AGREEMENT (SLA)

The TO Manager will indicate the SLA for the appropriate TO Contractor Personnel. For example, the TO Contractor Personnel will be managing systems or application services for the Agency, including web hosting or GIS services. The SLA defines problem response requirements for TO Contractor.

Service Levels	Phone Response	On-Site Response	Response Availability	Comments
Urgent	15 minutes	1 hour	5 days/week, Mon-Fri 8AM-5PM	
High	1 hour	4 hours	5 days/week, Mon-Fri 8AM-5PM	
Normal	1 hour	1 work day	5 days/week, Mon-Fri, 8AM-5PM	On-site response to calls after 1PM may be by 9AM the next morning

2.10 BACKUP / DISASTER RECOVERY

There is no backup / disaster recovery under this TO.

2.11 HARDWARE, SOFTWARE, AND MATERIALS

There will be no Hardware, Software or Materials purchased under this TO.

Most development work is anticipated to occur at the TO Contractor's facilities with the use of TO Contractor's own hardware and software in accordance with SHA's IT Architecture.

2.12 DELIVERABLES

2.13 DELIVERABLE SUBMISSION PROCESS

For each written deliverable, draft and final, the TO Contractor shall submit to the TO Manager one hard copy and one electronic copy compatible with Microsoft Office 2000, Microsoft Project 2000 and/or Visio 2000.

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

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

submittal.

- D) Present information that is relevant to the Section of the deliverable being discussed.
- E) Represent a significant level of completeness towards the associated final written deliverable that supports a concise final deliverable acceptance process.

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

Upon receipt of a final deliverable, the TO Manager shall commence a review of the deliverable as required to validate the completeness and quality in meeting requirements. Upon completion of validation, the TO Manager shall issue to the TO Contractor notice of acceptance or rejection of the deliverables in an Agency Acceptance of Deliverable Form (Attachment 9). In the event of rejection, the TO Contractor shall correct the identified deficiencies or non-conformities. Subsequent project tasks may not continue until deficiencies with a deliverable are rectified and accepted by the TO Manager or the TO Manager has specifically issued, in writing, a waiver for conditional continuance of project tasks. Once the State's issues have been addressed and resolutions are accepted by the TO Manager, the TO Contractor will incorporate the resolutions into the deliverable and resubmit the deliverable for acceptance. Accepted deliverables shall be invoiced within 30 days in the applicable invoice format (Reference 2.16 Invoicing).

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

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

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

2.14 DELIVERABLE DESCRIPTIONS / ACCEPTANCE CRITERIA

ID #	Deliverable Description	Acceptance Criteria	Frequency Due/Date
2.9.2.1	Deliverable A Monthly Status Reports.	TO Contractor personnel shall provide the TO Manager a monthly status/activity report of projects and tasks assigned, work completed, and outstanding assignments. 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	Due by the tenth day of each month

		items	
2.9.2.2	Deliverable B: Monthly Time Sheets	TO Contractor personnel shall provide the TO Manager a monthly time sheet listing the activity and number of hours worked.	Due by the tenth day of each month
2.9.2.3	Deliverable C: Monthly DBE Reports	Completed forms for D-5 and D-6 from Attachments in TORFP.	Due by the tenth day of each month.

2.15 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 Subcontractors are to follow a consistent methodology for all TO activities.

2.16 OFFEROR’S MINIMUM QUALIFICATIONS

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

2.17 OFFEROR’S PERSONNEL MINIMUM QUALIFICATIONS

The Master Contractor shall propose exactly 4 personnel for this TORFP that meet minimum qualifications. For all other positions needed for this TORFP, the Master Contractor shall staff the positions according to requirements listed in Section 2.6 Requirements.

For the 4 personnel proposed under this TORFP, the Master Contractor’s proposed resources shall meet all minimum qualifications for the labor category proposed, as identified in the CATS+ Master Contract Section 2.10 plus the following minimum qualifications.

2.17.1 SENIOR APPLICATION DEVELOPER: (ONE (1) RESOURCE)

- 3 years of experience utilizing the Environmental Planning Business Process, which includes any of: the National Environmental Policy Act, environmental studies, commitment tracking database and federal categorical exclusive permit process to develop tracking databases
- 5 years of experience in the development of web applications in Oracle 10g or higher on a Windows OS environment
- 3 years of experience developing applications using MS Access 2007 or higher

- 2 years of experience developing ADO.NET (Oracle Client Protocols) applications
- 2 year of experience developing .NET Framework 3.0 or higher applications
- 2 years of experience developing reports with Active Reports
- 4 years of experience creating Web Services
- 3 years of experience working with application development process for Travel Forecasting
- 3 years of experience with application development using SharePoint.
- 8 years of experience developing software in Object Oriented Programming.
- 8 years of experience developing software in one of the following: C, C++, C#, Java, .NET, ASP.NET, Visual Basic.
- 4 years of experience in developing software with a scripting language such as Perl, Python, JavaScript or VBScript.

2.17.2 JUNIOR APPLICATION DEVELOPER: (ONE (1) RESOURCE)

- 3 years of experience developing Oracle 10 or higher applications
- 3 years of experience developing MS Access 2007 applications
- 2 years of experience developing ADO.NET (Oracle Client Protocols) applications
- 2 year of experience developing .NET Framework 3.0 or higher applications
- 2 years of experience developing reports with Active Reports
- 3 years of experience creating Web Services
- 2 years of experience developing applications using SharePoint.
- 3 years of experience developing software in Object Oriented Programming.
- 3 years of experience developing software in at least one of the following: C, C++, C#, Java, .NET, ASP.NET, Visual Basic.
- 3 years of experience in developing software with a scripting language such as Perl, Python, JavaScript or VBScript.

2.17.3 BUSINESS ANALYST: (ONE (1) RESOURCE)

-
- 5 years of experience in writing application specifications and flow charts
-
- 5 years of experience in defining project requirements by identifying project milestones, phases, and elements
- 5 years of experience in providing references for users by writing and maintaining user documentation; providing help desk support; training users
- 5 years of experience in preparing technical reports by collecting, analyzing, and summarizing information and trends.
- 3 years of experience using AASHTO Design Guidelines in application developments to create wireframes

2.17.4 PROJECT MANAGER: (ONE (1) RESOURCE)

- Must possess current PMP Certification
- 5 years of experience with documenting the business process of Environmental Planning which includes the National Environmental Policy Act, environmental impact studies
- 5 years of experience with Project Planning business processes
- 5 years of experience developing MS Access 2007 applications

- 5 years of experience applying AASHTO Design Guidelines in developing applications
- 3 years of experience with application development using SharePoint
- 3 years of experience developing MDL applications
- 5 years of experience utilizing transportation engineering standards in development of transportation engineering applications

2.18 TO CONTRACTOR PERSONNEL OTHER QUALIFICATIONS

These qualifications are for future resources to be provided as part of Work Orders issued after TO Agreement award.

For personnel provided after TO award, personnel shall meet all minimum qualifications for the Master Contractor's for the labor category proposed, as identified in the CATS+ Master Contract Section 2.10.

2.19 SENIOR APPLICATION DEVELOPER:

- For personnel provided after TO award in this position, personnel shall meet the qualifications for the position described in Section 2.12.1 above.

2.20 JUNIOR APPLICATION DEVELOPER:

- For personnel provided after TO award in this position, personnel shall meet the qualifications for the position described in Section 2.12.2 above.

2.21 DATA ANALYST:

- 4 years of experience as a data analyst
- 3 years of technical expertise regarding data models, database design development, data mining and segmentation techniques
- 3 years of experience with strong analytical skills and ability to collect, organize, analyze, and disseminate significant amounts of information with attention to detail and accuracy

2.22 RETAINAGE

SHA does not elect to structure this TORFP to include a retainage.

2.23 PREMISES AND OPERATIONAL SECURITY

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

- Further, TO Contractor employees and subcontractors may be subject to random security checks during entry and leaving State secured areas. The State reserves the right to require TO Contractor employees and subcontractors to be accompanied while in secured premises.
- TO Contractor employees and subcontractors shall, while on State premises, display their State issued identification cards without exception.
- TO Contractor shall require its employees and subcontractors to follow the State of Maryland and Maryland Transportation Information Technology Security Policy and Standards throughout the term of the TO Agreement.
- The State reserves the right to request that the TO Contractor submit proof of employment authorization of non-United States Citizens, prior to commencement of work under the resulting TO Agreement.
- TO Contractor shall remove any employee from working on the resulting TO Agreement where the State of Maryland provides evidence to the TO Contractor that said employee or subcontracting employee has not adhered to the security requirements specified herein.
- Resources proposed to perform services for Maryland Aviation Administration shall be capable of qualifying for and obtaining a BWI Airport Security badge to include US Customs Seal and Transportation Identifications. Resources proposed to perform services for MDOT Port Administration (MPA) shall comply with all MPA security requirements.
- The cost of complying with all security requirements specified herein are the sole responsibilities and obligations of the TO Contractor and its subcontractors and no such costs shall be passed through to or reimbursed by the State or any of its agencies or units.

2.24 WORK ORDER PROCESS

- A. Services for additional resources shall be provided via a Work Order process and in accordance with pre-approved Labor Categories with fully loaded rates proposed in Attachment 1.
- B. The TO Manager shall e-mail a Work Order request (See Attachment 17) to the TO Contractor to provide resources that are within the scope of this TORFP. The Work Order Request will include:
 1. Technical requirements and description of the resource needed
 2. Performance objectives and/or deliverables, as applicable
 3. Acceptance criteria for the deliverables
 4. Due date and time for submitting a response to the request
 5. Required place(s) where work must be performed
- C. The TO Contractor shall e-mail a response to the TO Manager within the specified time and include at a minimum:
 1. A response that details the TO Contractor's understanding of the work;
 2. A Price to complete the Work Order Request using the format provided in Attachment 17.
 3. A description of proposed resources required to perform the requested tasks, with CATS+ labor categories listed in accordance with Attachment 1.
 4. An explanation how tasks shall be completed. This description shall include proposed subcontractors and related tasks.
 5. State-furnished information, work site, and/or access to equipment, facilities, or personnel

6. The proposed personnel resources, including any subcontractor personnel, to complete the task.
- D. The TO Manager will review the response and will: confirm the proposed labor rates are consistent with this TORFP; contact the TO Contractor to obtain additional information, clarification or revision to the Work Order; and will provide the work order to the TO Procurement Officer for approval. The TO Procurement Officer will approve the Work Order, issuing a change order to the TORFP if necessary.
 - E. Proposed personnel shall be approved by the TO Manager. The TO Contractor shall furnish resumes of proposed personnel specifying their intended labor category from the CATS+ Labor Categories proposed in the TO Proposal. The TO Manager shall have the option to interview the proposed personnel. After the interview, the TO Manager shall notify the TO Contractor of acceptance or denial of the personnel.
 - F. The TO Manager will issue the NTP after the Work Order is approved and/or any interviews are completed.

2.25 SUBSTITUTION OF PERSONNEL

The substitution of proposed personnel during the evaluation period, prior to award, is prohibited. Substitutions of any kind, post proposal due date, but prior to award, is considered to be the equivalent of an alternate proposal, and is prohibited.
Substitution of personnel shall comply with Section 2.9.6 of the CATS+ Master Contract.

After award, the Master Contract shall submit requests to the TO Manager and MDOT CMO. MDOT CMO and the TO Manager will perform a concurrent review of the request as follows:

- The TO Contractor may not substitute or temporarily reassign any TO Contractor personnel without the prior approval of the TO Manager.
- To replace any personnel, the TO Contractor shall submit resumes of the proposed personnel specifying their intended approved labor category.
- All proposed substitute personnel shall have qualifications equal to or better than those of the replaced personnel and shall be approved by the TO Manager.
- The TO Manager shall have the option to interview the proposed substitute personnel.
- After the interview, the TO Manager shall notify the TO Contractor of acceptance or denial of the requested substitution.

2.26 PERFORMANCE EVALUATION

TO Contractor resources will be evaluated by the TO Manager on an annual basis for tasks performed. The established performance evaluation and standards are included as Attachment 16. Performance issues identified by the agency at any time throughout the duration of the contract are subject to the mitigation process described in Section 2.17.2 below.

2.27 PERFORMANCE PROBLEM MITIGATION

In the event the agency is not satisfied with the performance of TO Contractor resources, the mitigation process is as follows:

- The TO Manager will notify the TO Contractor and MDOT CMO in writing describing the problem and delineating remediation requirements.
- The TO Contractor will have three (3) business days to respond with a written Remediation Plan;
- The Remediation Plan will be implemented immediately upon acceptance by the TO Manager;
- Should performance issues persist, the TO Manager will notify MDOT CMO; and
- MDOT CMO will give written notice to the TO Contractor to request immediate removal, or substitution of the individual whose performance is at issue.

2.28 WORK HOURS

- Business Hours Support: The TO Contractor's collective assigned personnel shall support core business hours (hh:mm AM to hh:mm PM), Monday through Friday except for State holidays, Service Reduction days, and Furlough days observed by the SHA TO Requesting Agency. TO Contractor personnel may also be required to provide occasional support outside of core business hours, including evenings, overnight, and weekends, to support: specific efforts and emergencies to resolve system repair or restoration.
- Scheduled Non-Business Hours Support: After hours support may be necessary to respond to IT Security emergency situations. Additionally, services may also involve some evening and/or weekend hours performing planned system upgrades in addition to core business hours. Hours performing system upgrades would be billed on actual time worked at the rates proposed.
- State-Mandated Service Reduction Days: TO 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.
- Minimum and Maximum Hours: Full-time TO Contractor personnel shall work a minimum of 40 hours per week with starting and ending times as approved by the TO Manager. A flexible work schedule may be used with TO Manager approval, including time to support any efforts outside core business hours. TO Contractor personnel may also be requested to restrict the number of hours 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.

2.29 VACATION HOURS: REQUESTS FOR LEAVE SHALL BE SUBMITTED TO THE TO MANAGER AT LEAST TWO 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. INVOICING

~~Payment will only be made upon completion and acceptance of the deliverables defined in Section 2.5. Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS+ Master Contract. A proper invoice for payment shall contain the TO Contractor's Federal Tax Identification Number, as well as the information described below, and must be submitted to the TO Manager for payment approval. Payment of invoices will be withheld if a signed Acceptance of Deliverable form – Attachment 9, is not submitted.~~

Payment will only be made upon completion and acceptance of the deliverables defined in Section 2.19. Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS+ Master Contract. A proper invoice for payment shall contain the TO Contractor's Federal Tax Identification Number, as well as the information described below, and must be submitted to the TO Manager for payment approval. Payment of invoices will be withheld if a signed Agency Acceptance of Deliverable form – Attachment 9, is not submitted.

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

2.30 INVOICE SUBMISSION PROCEDURE

This procedure consists of the following requirements and steps:

- A) The invoice shall identify the SHA as the TO Requesting Agency, deliverable description, associated TO Agreement number, date of invoice, period of performance covered by the invoice, and a TO Contractor point of contact with telephone number.
- B) The TO Contractor shall send the original of each invoice and supporting documentation (DPAF, Weekly Status Reports, and Weekly Time Sheets) submitted for payment to the Maryland State Highway Administration at the following address:

Morteza Tadayon
Maryland State Highway Administration
707 N. Calvert Street
MS C-607
Baltimore, MD 21202

- C) Invoices for final payment shall be clearly marked as “FINAL” and submitted when all work requirements have been completed and no further charges are to be incurred under the TO Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.

2.31 DBE PARTICIPATION REPORTS

Monthly reporting of DBE participation is required in accordance with the terms and conditions of the CATS+ Master Contract by the 15th day of each month. The TO Contractor shall provide a completed DBE Participation form (Attachment 2, Form D-5) to SHA at the same time the invoice copy is sent. The TO Contractor shall ensure that each DBE Subcontractor provides a completed DBE Participation Form (Attachment 2, Form D-6). Subcontractor reporting shall be sent directly from the subcontractor to SHA. SHA will monitor both the TO Contractor’s efforts to achieve the DBE participation goal and compliance with reporting requirements. The TO Contractor shall email all completed forms, copies of invoices and checks paid to the DBE to the address above and the SHA DBE Compliance Officer at DBEreports@sha.state.md.us The SHA Office of Equal Opportunity also requires quarterly reporting – see Attachment 2. .

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SECTION 3 - TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1 REQUIRED RESPONSE

Each Master Contractor receiving this CATS+ TORFP must respond within the submission time designated in the Key Information Summary Sheet. Each Master Contractor is required to submit one 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+ Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu.

3.2 FORMAT

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

3.3 TO TECHNICAL PROPOSAL

A) Proposed Services

- 1) Executive Summary: A high level overview of the Master Contractor's understanding of the background, purpose, and objectives of the TORFP. The Executive Summary shall summarize the Master Contractor's capabilities, approach and solution to address the requirements outlined in Section 2.
- 2) Proposed Solution: A detailed narrative of the Master Contractor's proposed methodology and solution for completing the requirements and deliverables in Section 2 - Scope of Work. This section shall include a comprehensive schedule of tasks and estimated times frames for completing all requirements and deliverables, including any tasks to be performed by State or third party personnel.
- 3) Assumptions: A description of any assumptions formed by the Master Contractor in developing the Technical Proposal. Master Contractors shall avoid assumptions that counter or constitute exceptions to TORFP terms and conditions.

B) Proposed Personnel and Staffing Plan

- 1) Provide resumes for the 4 key proposed resources that will be interviewed. The resume shall show prominently the proposed person's skills and experience as they relate to the Master Contractor's proposed solution.
 - a. Include the following references for each engagement:
 - i. Name
 - ii. Company / Organization
 - iii. Job Title
 - iv. Start and end dates (MM/YY)
 - v. Location (Optional)
 - vi. Work Description
 - b. Any other experience
 - c. Education / training starting with the latest degree / certification

- 2) Identify and provide Attachment 5 – Labor Category Personnel Resume Summary for all proposed personnel by labor category. Master Contractors shall propose **exactly four resources** as identified in Section 2.12. The summaries shall include the dates from and to (in MM/YY format) which must equal or exceed each identified mandatory time requirement. It shall also demonstrate prominently the minimum required qualifications as specified in Section 2.12.
- 3) Provide the names and titles of the Master Contractor’s management staff who will supervise the personnel and quality of services rendered under this TO Agreement.
- 4) Provide a Staffing Plan that contains the following:
 - a. Planned team composition by role (**Only provide names and resumes as identified in 3.2.1.B.2. All other team composition shall be described by role only.**).
 - b. Supporting descriptions for all labor categories in response to this TORFP
 - c. Process of locating and bringing on board resources that meet the needs of Section 2 - Scope of Work, including proposed lead time for locating qualified resources.
 - d. Substitution procedures for replacing resources

C) DBE Participation

Submit completed DBE documents Attachment 2 – MDOT DBE Form A and Form B.

D) Subcontractors

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

E) Master Contractor and Subcontractor Experience and Capabilities

- 1) Provide up to three examples of projects or contracts the Master Contractor or subcontractor 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, e-mail address, title, and telephone number (point of contact shall be accessible and knowledgeable regarding experience).
 - 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.
- 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.
 - e) Point of contact name, e-mail address, title, and telephone number (point of contact shall be accessible and knowledgeable regarding experience).
 - b) Services provided as they relate to Section 2 - Scope of Work.

- c) Start and end dates for each example project or contract. If the Master Contractor is no longer providing the services, explain why not.
- d) Dollar value of the contract.
- e) Whether the contract was terminated before the original expiration date.
- f) 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.

F) Proposed Facility

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

G) State Assistance

Provide an estimate of expectation concerning participation by State personnel.

H) Confidentiality

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.

3.4 TO FINANCIAL PROPOSAL

- A) A description of any assumptions on which the Master Contractor's TO Financial Proposal is based (Assumptions shall not constitute conditions, contingencies, or exceptions to the price proposal);
- B) Attachment 1 - Completed Price Proposal with all rates fully loaded. Rates shall be valid for 120 days.

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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+ TORFP. In making the TO Agreement award determination, the TO Requesting Agency will consider all information submitted in accordance with Section 3.

4.2 TECHNICAL PROPOSAL EVALUATION CRITERIA

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

- The master contractor's proposed 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 (#1-3).
- The Master Contractor and subcontractor experience and capabilities as specified in Section 3.2.1.E.
- The ability for the Master Contractor to meet staffing expectations relative to supplying additional personnel for this TORFP meeting qualifications in Section 3.2.1.B (#4).

4.3 SELECTION PROCEDURES

- A) TO Proposals will be assessed throughout the evaluation process for compliance with the minimum qualifications in Section 2.8, Section 2.9 and quality of responses to Section 3.2.1 of the TORFP. TO Proposals deemed technically qualified will have their TO 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 OPPE will hold oral presentations with the Master Contractor, and conduct in-person interviews of the proposed four (4) resources from all the TO Proposals deemed to be technically qualified.
- C) Qualified TO Financial Proposals 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, technical submission and interviews have greater weight than price.

4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT

Commencement of work in response to a TO Agreement shall be initiated only upon issuance of a fully executed TO Agreement, a Non-Disclosure Agreement (To Contractor), Criminal Background Check Affidavit (Attachment 15), a Purchase Order, and by a Notice to Proceed authorized by the TO Procurement Officer. See Attachment 7 - Notice to proceed (sample).

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ATTACHMENT 1 –PRICE PROPOSAL

PRICE PROPOSAL (TIME AND MATERIALS) FOR CATS+ TORFP # J02B4400003 Labor Categories

Master Contractor shall propose exactly four named resources. Resources 1-4 shall be available to start at TO award. Additional resources will be obtained after TO award through a work order process. Master Contractors shall propose one or more CATS+ Labor Categories to support Future Additional Resources for this TORFP. Do not alter the number of hours.

Master Contractors shall propose one or more CATS+ Labor Categories to support Future Additional Resources for this TORFP.

For evaluation purposes, allocate exactly the number of hours specified for future additional resources in each TO year. Future additional resources must be assigned a CATS+ Labor Category but the Master Contractor is not required to specify which labor category until the time of the Work Order. Therefore, Master Contractors should include as part of future additional resources any CATS+ Labor Category that might reasonably be utilized to fulfill the scope of this TORFP not to exceed the total number of hours for all the additional resources.

CATS+ Labor Categories	A	B	C
	Fully Loaded Hourly Labor Rate	Total Class Hours Annually	Total Proposed CATS + TORFP Price
Year 1 –			
<i>Resource #1 – Application Development Support – Senior (Insert Name and CATS+ Labor Category)</i>	\$	1000	\$
<i>Resource #2 – Application Development Support – Junior (Insert Name and CATS+ Labor Category)</i>	\$	1000	\$
<i>Resource #3 – Project Manager (Insert Name and CATS+ Labor Category)</i>	\$	1333	\$
<i>Resource #4 – Business Analyst (Insert Name and CATS+ Labor Category)</i>	\$	1333	\$
<i>Future Additional Resources to be added through a Work Order:</i>			
<i>Data Analyst (Insert CATS+ Labor Category)</i>	\$	1333	\$
<i>Application Development Support – Senior (Insert CATS+ Labor Category)</i>	\$	1000	\$
<i>Application Development Support – Junior (Insert CATS+ Labor Category)</i>	\$	1000	\$
Total Year #1			\$
Year 2 -			
<i>Resource #1 – Application Development Support – Senior (Insert</i>	\$		\$

Name and CATS+ Labor Category)		1200	
Resource #2 – Application Development Support – Junior (Insert Name and CATS+ Labor Category)	\$	1200	\$
Resource #3 – Project Manager (Insert Name and CATS+ Labor Category)	\$	1600	\$
Resource #4 – Business Analyst (Insert Name and CATS+ Labor Category)	\$	1600	\$
Future Additional Resources to be added through a Work Order:			
Data Analyst (CATS+ Insert Labor Category)	\$	1600	\$
Application Development Support – Senior (CATS+ Insert Labor Category)	\$	1200	\$
Application Development Support – Junior (CATS+ Insert Labor Category)	\$	1200	\$
Total Year #2			\$
Year 3 -			
Resource #1 – Application Development Support – Senior (Insert Name and CATS+ Labor Category)	\$	1200	\$
Resource #2 – Application Development Support – Junior (Insert Name and CATS+ Labor Category)	\$	1200	\$
Resource #3 – Project Manager (Insert Name and CATS+ Labor Category)	\$	1600	\$
Resource #4 – Business Analyst (Insert Name and CATS+ Labor Category)	\$	1600	\$
Future Additional Resources to be added through a Work Order:			
Data Analyst (CATS+ Insert Labor Category)	\$	1600	\$
Application Development Support – Senior (CATS+ Insert Labor Category)	\$	1200	\$
Application Development Support – Junior (CATS+ Insert Labor Category)	\$	1200	\$
Total Year #3			\$
Year 4 –			
Resource #1 – Application Development Support – Senior (Insert Name and CATS+ Labor Category)	\$	1200	\$
Resource #2 – Application Development Support – Junior (Insert Name and CATS+ Labor Category)	\$	1200	\$
Resource #3 – Project Manager (Insert Name and CATS+ Labor Category)	\$	1600	\$
Resource #4 – Business Analyst (Insert Name and CATS+ Labor Category)	\$	1600	\$
Future Additional Resources to be added through a Work Order:			
Data Analyst (CATS+ Insert Labor Category)	\$	1600	\$
Application Development Support – Senior (CATS+ Insert Labor Category)	\$	1200	\$
Application Development Support – Junior (CATS+ Insert Labor Category)	\$	1200	\$

Total Year #4			\$
Year 5 –			
<i>Resource #1 – Application Development Support – Senior (Insert Name and CATS+ Labor Category)</i>	\$	1200	\$
<i>Resource #2 – Application Development Support – Junior (Insert Name and CATS+ Labor Category)</i>	\$	1200	\$
<i>Resource #3 – Project Manager (Insert Name and CATS+ Labor Category)</i>	\$	1600	\$
<i>Resource #4 – Business Analyst (Insert Name and CATS+ Labor Category)</i>	\$	1600	\$
<i>Future Additional Resources to be added through a Work Order:</i>			
<i>Data Analyst (CATS+ Insert Labor Category)</i>	\$	1600	\$
<i>Application Development Support – Senior (CATS+ Insert Labor Category)</i>	\$	1200	\$
<i>Application Development Support – Junior (CATS+ Insert Labor Category)</i>	\$	1200	\$
Total Year #5			\$
Total Evaluated Price YEARS 1-5		\$	

Authorized Individual Name

Company Name

Title

Company Tax ID #

Signature

Date

The Hourly Labor Rate is the actual rate the State will pay for services and shall be recorded in dollars and cents. The Hourly Labor Rate cannot exceed the Master Contract Rate, but may be lower. Rates shall be fully loaded to include all direct and indirect costs and profit for the Master Contractor to perform under the TO Agreement. The total hours listed above are to be considered as estimates only and not to be construed as a guaranteed billable hours. Actual hours will be compensated at the total number of hours performed.

SUBMIT AS A .PDF FILE WITH THE TO FINANCIAL PROPOSAL

ATTACHMENT 2 – DISADVANTAGED BUSINESS ENTERPRISE (DBE) FORMS

TO CONTRACTOR DISADVANTAGED BUSINESS ENTERPRISE REPORTING REQUIREMENTS

CATS+ TORFP # J02B4400003

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

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

MDOT DBE FORM A

FEDERALLY-FUNDED CONTRACTS CERTIFIED DBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT PAGE 1 OF 2

This affidavit must be included with the bid/ proposal. If the bidder/offeror fails to accurately complete and submit this affidavit as required, the bid shall be deemed not responsive or the proposal shall be deemed not susceptible of being selected for award.

In connection with the bid/proposal submitted in response to Solicitation No. _____, I affirm the following:

1. DBE Participation (PLEASE CHECK ONLY ONE)

I have met the overall certified Disadvantaged Business Enterprise (DBE) participation goal of _____ percent (_____ %). I agree that this percentage of the total dollar amount of the Contract for the DBE goal will be performed by certified DBE firms as set forth in the DBE Participation Schedule - Part 2 of the MDOT DBE Form B (Federally-Funded Contracts).

OR

I conclude that I am unable to achieve the DBE participation goal. I hereby request a waiver, in whole or in part, of the goal. Within 10 business days of receiving notice that our firm is the apparent awardee or as requested by the Procurement Officer, I will submit a written waiver request and all required documentation in accordance with COMAR 21.11.03.11. For a partial waiver request, I agree that certified DBE firms will be used to accomplish the percentages of the total dollar amount of the Contract as set forth in the DBE Participation Schedule - Part 2 of the MDOT DBE Form B (Federally-Funded Contracts).

2. Additional DBE Documentation

I understand that if I am notified that I am the apparent awardee or as requested by the Procurement Officer, I must submit the following documentation within 10 business days of receiving such notice:

- (a) Outreach Efforts Compliance Statement (MDOT DBE Form C - Federally-Funded Contracts);
- (b) Subcontractor Project Participation Statement (MDOT DBE Form D - Federally-Funded Contracts);
- (c) DBE Waiver Request documentation per COMAR 21.11.03.11 (if waiver was requested); and
- (d) Any other documentation required by the Procurement Officer to ascertain bidder's responsibility/ offeror's susceptibility of being selected for award in connection with the certified DBE participation goal.

I acknowledge that if I fail to return each completed document (in 2 (a) through (d)) within the required time, the Procurement Officer may determine that I am not responsible and therefore not eligible for contract award or not susceptible of being selected for award.

MDOT DBE FORM A
FEDERALLY-FUNDED CONTRACTS
CERTIFIED DBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT
PAGE 2 OF 2

3. Information Provided to DBE firms

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

4. Products and Services Provided by DBE firms

I hereby affirm that the DBEs are only providing those products and services for which they are MDOT certified.

I solemnly affirm under the penalties of perjury that the information in this affidavit is true to the best of my knowledge, information and belief.

Company Name

Signature of Representative

Address

Printed Name and Title

City, State and Zip Code

Date

MDOT DBE FORM B

FEDERALLY-FUNDED CONTRACTS DBE PARTICIPATION SCHEDULE

PART 1 – INSTRUCTIONS FOR DBE PARTICIPATION SCHEDULE

PARTS 2 AND 3 MUST BE INCLUDED WITH THE BID/PROPOSAL. IF THE BIDDER/OFFEROR FAILS TO ACCURATELY COMPLETE AND SUBMIT PART 2 WITH THE BID/PROPOSAL AS REQUIRED, THE BID SHALL BE DEEMED NOT RESPONSIVE OR THE PROPOSAL SHALL BE DEEMED NOT SUSCEPTIBLE OF BEING SELECTED FOR AWARD.

PAGE 1 OF 2

***** STOP *****

FORM INSTRUCTIONS PLEASE READ BEFORE COMPLETING THIS FORM

1. Please refer to the Maryland Department of Transportation (MDOT) DBE Directory at www.mdot.state.md.us to determine if a firm is certified for the appropriate North American Industry Classification System ("NAICS") Code **and** the product/services description (specific product that a firm is certified to provide or specific areas of work that a firm is certified to perform). For more general information about NAICS, please visit www.naics.com. Only those specific products and/or services for which a firm is certified in the MDOT Directory can be used for purposes of achieving the DBE participation goal.
2. In order to be counted for purposes of achieving the DBE participation goal, the firm must be certified for that specific NAICS ("DBE" for Federally-funded projects designation after NAICS Code). **WARNING:** If the firm's NAICS Code is in **graduated status**, such services/products **will not be counted** for purposes of achieving the DBE participation goals. Graduated status is clearly identified in the MDOT Directory (such graduated codes are designated with the word graduated after the appropriate NAICS Code).
3. Examining the NAICS Code is the **first step** in determining whether a DBE firm is certified and eligible to receive DBE participation credit for the specific products/services to be supplied or performed under the contract. The **second step** is to determine whether a firm's Products/Services Description in the DBE Directory includes the products to be supplied and/or services to be performed that are being used to achieve the DBE participation goal.
4. If you have any questions as to whether a firm is MDOT DBE certified, or if it is certified to perform specific services or provide specific products, please call MDOT's Office of Minority Business Enterprise at 1-800-544-6056 or send an email to mbe@mdot.state.md.us.
5. The Contractor's subcontractors are considered second-tier subcontractors. Third-tier contracting used to meet a DBE goal is to be considered the exception and not the rule. The following two conditions must be met before MDOT, its Modal Administrations and the Maryland Transportation Authority may approve a third-tier contracting agreement: (a) the bidder/offeror must request in writing approval of each third-tier contract arrangement, and (b) the request must contain specifics as to why a third-tier contracting arrangement should be approved. These documents must be submitted with the bid/proposal in Part 2 of this DBE Participation Schedule.
6. For each DBE firm that is being used as supplier/wholesaler/regular dealer/broker/manufacturer, please follow these instructions for calculating the **amount of the subcontract for purposes of achieving the DBE participation goal:**
 - A. Is the firm certified as a broker of the products/supplies? If the answer is YES, please continue to Item C. If the answer is NO, please continue to Item B.

- B. Is the firm certified as a supplier, wholesaler, regular dealer, or manufacturer of such products/supplies? If the answer is YES, continue to Item D. If the answer is NO, continue to Item C only if the DBE firm is certified to perform trucking/hauling services under NAICS Codes 484110, 484121, 484122, 484210, 484220 and 484230. If the answer is NO and the firm is not certified under these NAICS Codes, then no DBE participation credit will be given for the supply of these products.
- C. For purposes of achieving the DBE participation goal, you may count only the amount of any reasonable fee that the DBE firm will receive for the provision of such products/supplies - not the total subcontract amount or the value (or a percentage thereof) of such products and/or supplies. For Column 3 of the DBE Participation Schedule, please divide the amount of any reasonable fee that the DBE firm will receive for the provision of such products/services by the total Contract value and insert the percentage in Line 3.1.

MDOT DBE FORM B
FEDERALLY-FUNDED CONTRACTS
DBE PARTICIPATION SCHEDULE
PART 1 – INSTRUCTIONS FOR DBE PARTICIPATION SCHEDULE

PAGE 2 OF 2

- D. Is the firm certified as a manufacturer (refer to the firm's NAICS Code and specific description of products/services) of the products/supplies to be provided? If the answer is NO, please continue to Item E. If the answer is YES, for purposes of achieving the DBE participation goal, you may count the total amount of the subcontract. For Column 3 of the DBE Participation Schedule, please divide the total amount of the subcontract by the total Contract value and insert the percentage in Line 3.1.
- E. Is the firm certified as a supplier, wholesaler and/or regular dealer? If the answer is YES and the DBE firm is furnishing and installing the materials and is certified to perform these services, please divide the total subcontract amount (including full value of supplies) by the total Contract value and insert the percentage in Line 3.1. If the answer is YES and the DBE firm is only being used as a supplier, wholesaler and/or regular dealer or is not certified to install the supplies/materials, for purposes of achieving the DBE participation goal, you may only count sixty percent (60%) of the value of the subcontract for these supplies/products (60% Rule). To apply the 60% Rule, first divide the amount of the subcontract for these supplies/products only (not installation) by the total Contract value. Then, multiply the result by sixty percent (60%) and insert the percentage in Line 3.2.
7. For each DBE firm that **is not** being used as a supplier/wholesaler/regular dealer/broker/manufacturer, to calculate the **amount of the subcontract for purposes of achieving the DBE participation goal**, divide the total amount of the subcontract by the total Contract value and insert the percentage in Line 3.1.
- Example:** \$ 2,500 (Total Subcontract Amount) ÷ \$10,000 (Total Contract Value) x 100 = 25%
8. Please note that for USDOT-funded projects, a DBE prime may count towards its DBE participation goal work performed by its own forces. Include information about the DBE prime in Part 2.
9. **WARNING:** The percentage of DBE participation, computed using the dollar amounts in Column 3 for all of the DBE firms listed in Part 2, **MUST** at least equal the DBE participation goal as set forth in MDOT DBE Form A – Federally-Funded Contracts for this solicitation. If the bidder/offeror is unable to achieve the DBE participation goals, then the bidder/offeror must request a waiver in Form A or the bid will be deemed not responsive, or the proposal not susceptible of being selected for award. You may wish to use the Goal Worksheet shown below to assist you in calculating the percentage and confirming that you have met the applicable DBE participation goal.

GOAL WORKSHEET	
Total DBE Firm Participation (Add percentages in Column 3 for all DBE firms listed in DBE Participation Schedule)	(A) _____%
The percentage amount in Box A above should be equal to the percentage amount in Box E below.	
Add <i>Countable</i> Subcontract Amounts (see 6 through 8 of Instructions) for all DBE firms listed in DBE Participation Schedule, and insert in Box B	(B) \$ _____
Insert the Total Contract Amount in Box C	(C) \$ _____
Divide Box B by Box C and Insert in Box D	(D) = _____
Multiply Box D by 100 and insert in Box E	(E) = _____%

**MDOT DBE FORM B
FEDERALLY-FUNDED CONTRACTS
DBE PARTICIPATION SCHEDULE**

PART 2 – DBE PARTICIPATION SCHEDULE

PARTS 2 AND 3 MUST BE INCLUDED WITH THE BID/PROPOSAL. IF THE BIDDER/OFFEROR FAILS TO ACCURATELY COMPLETE AND SUBMIT PART 2 WITH THE BID/PROPOSAL AS REQUIRED, THE BID SHALL BE DEEMED NOT RESPONSIVE OR THE PROPOSAL SHALL BE DEEMED NOT SUSCEPTIBLE OF BEING SELECTED FOR AWARD.

PAGE ___ OF ___

Prime Contractor	Project Description	Solicitation Number

LIST INFORMATION FOR EACH CERTIFIED DBE SUBCONTRACTOR YOU AGREE TO USE TO ACHIEVE THE DBE PARTICIPATION GOAL.

COLUMN 1	COLUMN 2	COLUMN 3
		Unless the bidder/offeror requested a waiver in MDOT DBE Form A – Federally Funded Contracts for this solicitation, the cumulative DBE participation for all DBE firms listed herein must equal at least the DBE participation goal set forth in Form A.
NAME OF DBE SUBCONTRACTOR AND TIER	CERTIFICATION NO. AND DBE CLASSIFICATION	FOR PURPOSES OF ACHIEVING THE DBE PARTICIPATION GOAL, refer to sections 6, 7 and 8 in Part 1 - Instructions. State the percentage amount of the products/services in Line 3.1, except for those products or services where the DBE firm is being used as a wholesaler, supplier, or regular dealer. For items of work where the DBE firm is being used as a supplier, wholesaler and/or regular dealer, complete Line 3.2 using the 60% Rule.
<input type="checkbox"/> Please check if DBE firm is a third-tier contractor (if applicable). Please submit written documents in accordance with Section 5 of Part 1 - Instructions	Certification Number: <hr/> (If dually certified, check only one box.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other DBE Classification <hr/>	3.1. TOTAL PERCENTAGE TO BE PAID TO THE SUBCONTRACTOR (STATE THIS PERCENTAGE AS A PERCENTAGE OF THE TOTAL CONTRACT VALUE- EXCLUDING PRODUCTS/SERVICES FROM SUPPLIERS, WHOLESALERS OR REGULAR DEALERS). <div style="background-color: #cccccc; width: 100px; height: 15px; margin-bottom: 5px;"></div> % (Percentage for purposes of calculating achievement of DBE Participation goal) 3.2 TOTAL PERCENTAGE TO BE PAID TO THE SUBCONTRACTOR FOR ITEMS OF WORK WHERE THE DBE FIRM IS BEING USED AS A SUPPLIER, WHOLESALER AND/OR REGULAR DEALER) (STATE THE PERCENTAGE AS A PERCENTAGE OF THE TOTAL CONTRACT VALUE AND THEN APPLY THE 60% RULE PER SECTION 6(E) IN PART 1 - INSTRUCTIONS). _____ % Total percentage of Supplies/Products x 60% (60% Rule) <div style="background-color: #cccccc; width: 100px; height: 15px; margin-bottom: 5px;"></div> % (Percentage for purposes of calculating achievement of DBE Participation goal)

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Please check if Continuation Sheets are attached.

**MDOT DBE FORM B
FEDERALLY-FUNDED CONTRACTS
DBE PARTICIPATION SCHEDULE
CONTINUATION SHEET**

PAGE ___ OF ___

Prime Contractor	Project Description	Solicitation Number

LIST INFORMATION FOR EACH CERTIFIED DBE SUBCONTRACTOR YOU AGREE TO USE TO ACHIEVE THE DBE PARTICIPATION GOAL.

COLUMN 1	COLUMN 2	COLUMN 3
		Unless the bidder/offeror requested a waiver in MDOT DBE Form A – Federally Funded Contracts for this solicitation, the cumulative DBE participation for all DBE firms listed herein must equal at least the DBE participation goal set forth in Form A.
NAME OF DBE SUBCONTRACTOR AND TIER	CERTIFICATION NO. AND DBE CLASSIFICATION	FOR PURPOSES OF ACHIEVING THE DBE PARTICIPATION GOAL, refer to sections 6, 7 and 8 in Part 1 - Instructions. State the percentage amount of the products/services in Line 3.1, except for those products or services where the DBE firm is being used as a wholesaler, supplier, or regular dealer. For items of work where the DBE firm is being used as a supplier, wholesaler and/or regular dealer, complete Line 3.2 using the 60% Rule.
<input type="checkbox"/> Please check if DBE firm is a third-tier contractor (if applicable). Please submit written documents in accordance with Section 5 of Part 1 - Instructions	Certification Number: <hr/> (If dually certified, check only one box.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other DBE Classification <hr/>	3.1. TOTAL PERCENTAGE TO BE PAID TO THE SUBCONTRACTOR (STATE THIS PERCENTAGE AS A PERCENTAGE OF THE TOTAL CONTRACT VALUE- EXCLUDING PRODUCTS/SERVICES FROM SUPPLIERS, WHOLESALERS OR REGULAR DEALERS). <div style="border: 1px solid black; padding: 2px; display: inline-block;"> _____ % (Percentage for purposes of calculating achievement of DBE Participation goal) </div> 3.2 TOTAL PERCENTAGE TO BE PAID TO THE SUBCONTRACTOR FOR ITEMS OF WORK WHERE THE DBE FIRM IS BEING USED AS A SUPPLIER, WHOLESALER AND/OR REGULAR DEALER) (STATE THE PERCENTAGE AS A PERCENTAGE OF THE TOTAL CONTRACT VALUE AND THEN APPLY THE 60% RULE PER SECTION 6(E) IN PART 1 - INSTRUCTIONS). _____ % Total percentage of Supplies/Products x _____ 60% (60% Rule) <div style="border: 1px solid black; padding: 2px; display: inline-block;"> _____ % (Percentage for purposes of calculating achievement of DBE Participation goal) </div>

Please check if Continuation Sheets are attached.

City, State and Zip Code _____ Date _____

MDOT DBE FORM C

FEDERALLY-FUNDED CONTRACTS OUTREACH EFFORTS COMPLIANCE STATEMENT

In conjunction with the offer/proposal submitted in response to Solicitation No. _____, I state the following:

1. Bidder/Offeror took the following efforts to identify subcontracting opportunities in these specific work categories:
2. Attached to this form are copies of written solicitations (with bidding/proposal instructions) used to solicit certified DBE firms for these subcontract opportunities.
3. Bidder/Offeror made the following attempts to personally contact the solicited DBE firms:

4. Please Check One:

- This project does not involve bonding requirements.
- Bidder/Offeror assisted DBE firms to fulfill or seek waiver of bonding requirements.
(DESCRIBE EFFORTS)

5. Please Check One:

- Bidder/Offeror did attend the pre-bid/pre-proposal meeting/conference.
- No pre-bid/pre-proposal meeting/conference was held.
- Bidder/Offeror did not attend the pre-bid/pre-proposal meeting/conference.

Company Name

Signature of Representative

Address

Printed Name and Title

City, State and Zip Code

Date

MDOT DBE FORM D

FEDERALLY-FUNDED CONTRACTS DBE SUBCONTRACTOR PROJECT PARTICIPATION AFFIDAVIT

IF THE BIDDER/OFFEROR FAILS TO RETURN THIS AFFIDAVIT WITHIN THE REQUIRED TIME, THE PROCUREMENT OFFICER MAY DETERMINE THAT THE BIDDER IS NOT RESPONSIBLE AND THEREFORE NOT ELIGIBLE FOR CONTRACT AWARD OR THAT THE PROPOSAL IS NOT SUSCEPTIBLE OF BEING SELECTED FOR AWARD. SUBMIT ONE FORM FOR EACH CERTIFIED DBE FIRM LISTED IN THE DBE PARTICIPATION SCHEDULE. BIDDERS/ OFFERORS ARE HIGHLY ENCOURAGED TO SUBMIT FORM D PRIOR TO THE TEN (10) DAY DEADLINE.

Provided that _____ (Prime Contractor's Name) is awarded the Contract in conjunction with Solicitation No. _____, such Prime Contractor will enter into a subcontract with _____ (Subcontractor's Name) committing to participation by the DBE firm _____ (DBE Name) with MDOT Certification Number _____ (if subcontractor previously listed is also the DBE firm, please restate name and provide DBE Certification Number) which will receive at least \$_____ or _____% (Total Subcontract Amount/ Percentage) for performing the following products/services for the Contract:

NAICS CODE	WORK ITEM, SPECIFICATION NUMBER, LINE ITEMS OR WORK CATEGORIES (IF APPLICABLE)	DESCRIPTION OF SPECIFIC PRODUCTS AND/OR SERVICES

I solemnly affirm under the penalties of perjury that the information provided in this DBE Subcontractor Project Participation Affidavit is true to the best of my knowledge, information and belief. I acknowledge that, for purposes of determining the accuracy of the information provided herein, the Procurement Officer may request additional information, including, without limitation, copies of the subcontract agreements and quotes.

<p>PRIME CONTRACTOR Signature of Representative: _____</p> <p>Printed Name and Title: _____</p> <p>Firm's Name: _____</p> <p>Federal Identification Number: _____</p> <p>Address: _____</p> <p>Telephone: _____</p> <p>Date: _____</p>	<p>SUBCONTRACTOR (SECOND-TIER) Signature of Representative: _____</p> <p>Printed Name and Title: _____</p> <p>Firm's Name: _____</p> <p>Federal Identification Number: _____</p> <p>Address: _____</p> <p>Telephone: _____</p> <p>Date: _____</p>	<p>SUBCONTRACTOR (THIRD-TIER) Signature of Representative: _____</p> <p>Printed Name and Title: _____</p> <p>Firm's Name: _____</p> <p>Federal Identification Number: _____</p> <p>Address: _____</p> <p>Telephone: _____</p> <p>Date: _____</p>
---	--	---

IF DBE FIRM IS A THIRD-TIER SUBCONTRACTOR, THIS FORM MUST ALSO BE EXECUTED BY THE SECOND-TIER SUBCONTRACTOR THAT HAS THE SUBCONTRACT AGREEMENT WITH THE DBE FIRM.

This form is to be completed monthly by the prime

ATTACHMENT D-5

Maryland Department of Information Technology Disadvantaged Business Enterprise Participation Prime Contractor Paid/Unpaid DBE Invoice Report

Report #: _____ Reporting Period (Month/Year): _____ Report is due to the DBE Officer by the 10th of the month following the month the services were provided. Note: Please number reports in sequence	Contract #: _____ Contracting Unit: _____ Contract Amount: _____ DBE Subcontract Amt: _____ Project Begin Date: _____ Project End Date: _____ Services Provided: _____
--	--

Prime Contractor:		Contact Person:																																					
Address:																																							
City:		State:	ZIP:																																				
Phone:	FAX:	Email:																																					
Subcontractor Name:		Contact Person:																																					
Phone:	FAX:																																						
Subcontractor Services Provided:																																							
List all payments made to DBE subcontractor named above during this reporting period: <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 20%; text-align: center;"><u>Invoice#</u></th> <th style="width: 15%; text-align: center;"><u>Amount</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> <tr> <td colspan="2">Total Dollars Paid: \$</td> <td>_____</td> </tr> </tbody> </table>			<u>Invoice#</u>	<u>Amount</u>	1.			2.			3.			4.			Total Dollars Paid: \$		_____	List dates and amounts of any outstanding invoices: <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 30%; text-align: center;"><u>Invoice #</u></th> <th style="width: 20%; text-align: center;"><u>Amount</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> <tr> <td colspan="2">Total Dollars Unpaid: \$</td> <td>_____</td> </tr> </tbody> </table>			<u>Invoice #</u>	<u>Amount</u>	1.			2.			3.			4.			Total Dollars Unpaid: \$		_____
	<u>Invoice#</u>	<u>Amount</u>																																					
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1.																																							
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Total Dollars Unpaid: \$		_____																																					

**If more than one DBE subcontractor is used for this contract, you must use separate D-5 forms.

****Return one copy (hard or electronic) of this form to the following addresses (electronic copy with signature and date is preferred):**

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

This form must be completed by
DBE subcontractor

ATTACHMENT D-6

Disadvantaged Business Enterprise Participation Subcontractor Paid/Unpaid DBE Invoice Report

Report#: _____ Reporting Period (Month/Year): _____ Report is due by the 10th of the month following the month the services were performed.	Contract # _____ Contracting Unit: _____ DBE Subcontract Amount: _____ Project Begin Date: _____ Project End Date: _____ Services Provided: _____
---	--

DBE Subcontractor Name:																						
MDOT Certification #:																						
Contact Person:		Email:																				
Address:																						
City: Baltimore	State:	ZIP:																				
Phone:	FAX:																					
Subcontractor Services Provided:																						
List all payments received from Prime Contractor during reporting period indicated above. <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 60%;"><u>Invoice Amt</u></th> <th style="width: 40%;"><u>Date</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td></tr> <tr><td>2.</td><td></td></tr> <tr><td>3.</td><td></td></tr> <tr> <td>Total Dollars Paid: \$ _____</td> <td></td> </tr> </tbody> </table>		<u>Invoice Amt</u>	<u>Date</u>	1.		2.		3.		Total Dollars Paid: \$ _____		List dates and amounts of any unpaid invoices over 30 days old. <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 60%;"><u>Invoice Amt</u></th> <th style="width: 40%;"><u>Date</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td></tr> <tr><td>2.</td><td></td></tr> <tr><td>3.</td><td></td></tr> <tr> <td>Total Dollars Unpaid: \$ _____</td> <td></td> </tr> </tbody> </table>	<u>Invoice Amt</u>	<u>Date</u>	1.		2.		3.		Total Dollars Unpaid: \$ _____	
<u>Invoice Amt</u>	<u>Date</u>																					
1.																						
2.																						
3.																						
Total Dollars Paid: \$ _____																						
<u>Invoice Amt</u>	<u>Date</u>																					
1.																						
2.																						
3.																						
Total Dollars Unpaid: \$ _____																						
Prime Contractor:		Contact Person:																				

****Return one copy of this form to the following address (electronic copy with signature & date is preferred):**

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

Signature: _____ Date: _____
(Required)

Code of Maryland Regulations (COMAR)
Title 21, State Procurement Regulations

(regarding a waiver to a Minority Business Enterprise subcontracting goal)

COMAR 21.11.03.11 - Waiver.

A. If, for any reason, the apparent successful bidder or offeror is unable to achieve the contract goal for certified MBE participation, the bidder or offeror may request, in writing, a waiver to include the following:

- (1) A detailed statement of the efforts made to select portions of the work proposed to be performed by certified MBEs in order to increase the likelihood of achieving the stated goal;
- (2) A detailed statement of the efforts made to contact and negotiate with certified MBEs including:
 - (a) The names, addresses, dates, and telephone numbers of certified MBEs contacted, and
 - (b) A description of the information provided to certified MBEs regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed;
- (3) As to each certified MBE that placed a subcontract quotation or offer that the apparent successful bidder or offeror considers not to be acceptable, a detailed statement of the reasons for this conclusion;
- (4) A list of minority subcontractors found to be unavailable. This list should be accompanied by an MBE unavailability certification (MBE Attachment D6) signed by the minority business enterprise, or a statement from the apparent successful bidder or offeror that the minority business refused to give the written certification: and
- (5) The record of the apparent successful bidder or offeror's compliance with the outreach efforts required under Regulation .09B(2)(b).

A waiver may only be granted upon a reasonable demonstration by that MBE participation could not be obtained or could not be obtained at a reasonable price.

If the waiver request is determined not to meet this standard, the bidder or offeror will be found non-responsive (bid) or not reasonably susceptible for award (proposal) and removed from further consideration.

B. A waiver of a certified MBE contract goal may be granted only upon reasonable demonstration by the bidder or offeror that certified MBE participation was unable to be obtained or was unable to be obtained at a reasonable price and if the agency head or designee determines that the public interest is served by a waiver. In making a determination under this section, the agency head or designee may consider engineering estimates, catalogue prices, general market availability, and availability of certified MBEs in the area in which the work is to be performed, other bids or offers and subcontract bids or offers substantiating significant variances between certified MBE and non-

MBE cost of participation, and their impact on the overall cost of the contract to the State and any other relevant factor.

- C. An agency head may waive any of the provisions of Regulations .09-.10 for a sole source, expedited, or emergency procurement in which the public interest cannot reasonably accommodate use of those procedures.
- D. When a waiver is granted, except waivers under Section C, one copy of the waiver determination and the reasons for the determination shall be kept by the MBE Liaison Officer with another copy forwarded to the Office of Minority Affairs.

DBE ATTACHMENT D-7

MINORITY CONTRACTOR UNAVAILABILITY CERTIFICATE

Section I (to be completed by PRIME CONTRACTOR)

I hereby certify that the firm of _____
(Name of Prime Contractor)

located at _____,
(Number) (Street) (City) (State) (Zip)

on _____ contacted certified disadvantaged business enterprise, _____
(Date) (Name of Disadvantaged Business)

_____ located at _____,
(Number) (Street) (City) (State) (Zip)

seeking to obtain a bid for work/service for project number _____, project name _____

List below the type of work/ service requested:

Indicate the type of bid sought, _____. The Disadvantaged business enterprise identified above is either unavailable for the work /service in relation to project number _____, or is unable to prepare a bid for the following reason(s):

The statements contained above are, to the best of my knowledge and belief, true and accurate.

(Name) (Title)

(Number) (Street) (City) (State) (Zip)

(Signature) (Date)

Note: Certified Disadvantaged business enterprise must complete Section II

Section II (to be completed by CERTIFIED DISADVANTAGED BUSINESS ENTERPRISE)

I hereby certify that the firm of _____ DBE Cert.# _____
(Name of DBE Firm)

located at _____
(Number) (Street) (City) (State) (Zip)

was offered the opportunity to bid on project number _____, ON _____
(Date)

by _____
(Prime Contractor's Name) (Prime Contractor Official's Name) (Title)

The statements contained in Section I and Section II of this document are, to the best of my knowledge and belief, true and accurate.

(Name) (Title) (Phone)

(Signature) (Fax Number)

ATTACHMENT 3 – TASK ORDER AGREEMENT

CATS+ TORFP# **J02B4400003** Number OF MASTER CONTRACT #060B2490023

This Task Order Agreement (“TO Agreement”) is made this **day** of **Month**, 20**XX** 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 **TO Requesting Agency**, as identified in the CATS+ TORFP # **J02B4400003**.
 - b. “CATS+ TORFP” means the Task Order Request for Proposals # **J02B4400003**, dated **MONTH DAY, YEAR**, including any addenda.
 - c. “Master Contract” means the CATS+ Master Contract between the Maryland Department of Information Technology and **TO Contractor** dated **MONTH DAY, YEAR**.
 - d. “TO Procurement Officer” means **TO Procurement Officer**. 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 **TO Requesting Agency** and **TO Contractor**.
 - f. “TO Contractor” means the CATS+ Master Contractor awarded this TO Agreement, whose principal business address is _____.
 - g. “TO Manager” means **TO Manager** of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
 - h. “TO Technical Proposal” means the TO Contractor’s technical response to the CATS+ TORFP dated **date of TO Technical Proposal**.
 - i. “TO Financial Proposal” means the TO Contractor’s financial response to the CATS+ TORFP dated **date of TO Financial Proposal**.
 - j. “TO Proposal” collectively refers to the TO Technical Proposal and TO Financial Proposal.
2. Scope of Work
 - 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supercede the Master Contract.
 - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS+ TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
 - a. The TO Agreement,
 - b. Exhibit A – CATS+ TORFP

- c. Exhibit B – TO Technical Proposal
- d. Exhibit C – TO Financial Proposal

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

3. Time for Performance

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

4. Consideration and Payment

4.1 The consideration to be paid the TO Contractor shall be done so in accordance with the CATS+ TORFP and shall not exceed 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+ 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: insert name, TO Procurement Officer

_____ Date

Witness: _____

ATTACHMENT 4 – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

- A) "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.
- B) "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a bidder, Offeror, Contractor, consultant, or subcontractor or 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 TECHNICAL PROPOSAL

ATTACHMENT 5 – LABOR CATEGORY PERSONNEL RESUME SUMMARY

INSTRUCTIONS:

1. Master Contractors must comply with all personnel requirements under the Master Contract RFP 060B2490023.
2. Only labor categories proposed in the Master Contractors Financial Proposal may be proposed under the CATS+ TORFP process.
3. For each person proposed in any of the labor categories, complete one Labor Category Personnel Resume Summary to document how the proposed person meets each of the minimum requirements. This summary is required at the time of the interview.

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

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

ATTACHMENT 7 – NOTICE TO PROCEED

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS+ Task Order Agreement #J02B4400003

Dear TO Contractor Contact:

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

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

Sincerely,

TO Procurement Officer

Task Order Procurement Officer

Enclosures (2)

cc: TO Manager

Procurement Liaison Office, Department of Information Technology

Project Management Office, Department of Information Technology

ATTACHMENT 10 – NON-DISCLOSURE AGREEMENT (OFFEROR)

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

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS+ TORFP #J02B4400003 for TORFP SHA OPPE Application Business Services. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to _____. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information described above, the OFFEROR agrees as follows:

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

FFEROR: _____ BY: _____

NAME: _____ TITLE: _____

ADDRESS: _____

Submit as required in the TORFP

ATTACHMENT 11 – NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made as of this ____ day of _____, 200____, by and between the State of Maryland ("the State"), acting by and through its **TO Requesting Agency** (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 SHA OPPE Applications Business Services TORFP No. J02B4400003 dated _____, (the “TORFP”) issued under the Consulting and Technical Services procurement issued by the Department, Project Number 060B2490023; and

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

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

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

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

TO Contractor/TO Contractor's Personnel:

TO Requesting Agency:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SUBMIT AS REQUIRED IN THE TORFP

**EXHIBIT A FOR NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)
TO CONTRACTOR'S EMPLOYEES AND AGENTS WHO WILL BE GIVEN ACCESS TO THE
CONFIDENTIAL INFORMATION**

Printed Name and Address
of Employee or Agent

Signature

Date

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

ATTACHMENT 12 – TO CONTRACTOR SELF-REPORTING CHECKLIST

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

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

<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 – DBE Participation</p>
<p>A) What is the DBE goal as a percentage of the TO value? (If there is no DBE goal, skip to Section 5) %</p>
<p>B) Are DBE 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 DBE percentage to date? (divide the dollar amount paid to date to the DBE by the total amount paid to date on the TO) % (Example - \$3,000 was paid to date to the DBE sub-contractor; \$10,000 was paid to date on the TO; the DBE percentage is 30% (3,000 ÷ 10,000 = 0.30))</p>
<p>D) Is this consistent with the planned DBE 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 DBE 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? Yes <input type="checkbox"/> No <input type="checkbox"/> Sections for change description, justification, and sign-off 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) 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>
<p>C) Have any change orders been executed? Yes <input type="checkbox"/> No <input type="checkbox"/> (If yes, explain expected or actual impact on TO cost, scope, schedule, risk and quality) _____</p>
<p>D) Is the change management procedure being followed? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____</p>

ATTACHMENT 13 – LIVING WAGE AFFIDAVIT OF AGREEMENT

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

If the Contract is Exempt from the Living Wage Law

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

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

If the Contract is a Living Wage Contract

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

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

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

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

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

ATTACHMENT 14 - CERTIFICATION REGARDING INVESTMENTS IN IRAN

Authority: State Finance & Procurement, §§17-701 – 17-707, Annotated Code of Maryland [Chapter 447, Laws of 2012].

List: The Investment Activities in Iran list identifies companies that the Board of Public Works has found to engage in investment activities in Iran; those companies may not participate in procurements with a public body in the State. “Engaging in investment activities in Iran” means:

Providing goods or services of at least \$20 million in the energy sector of Iran; or
For financial institutions, extending credit of at least \$20 million to another person for at least 45 days if the person is on the Investment Activities In Iran list and will use the credit to provide goods or services in the energy of Iran.

The Investment Activities in Iran list is located at: www.bpw.state.md.us

Rule: A company listed on the Investment Activities In Iran list is ineligible to bid on, submit a proposal for, or renew a contract for goods and services with a State Agency or any public body of the State. Also ineligible are any parent, successor, subunit, direct or indirect subsidiary of, or any entity under common ownership or control of, any listed company.

NOTE: This law applies only to new contracts and to contract renewals. The law does not require an Agency to terminate an existing contract with a listed company.

CERTIFICATION REGARDING INVESTMENTS IN IRAN

The undersigned certifies that, in accordance with State Finance & Procurement Article, §17-705:

- (i) it is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in §17-702 of State Finance & Procurement; and
- (ii) it is not engaging in investment activities in Iran as described in State Finance & Procurement Article, §17-702.

The undersigned is unable make the above certification regarding its investment activities in Iran due to the following activities:

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____ Title: _____

Witness Name (Typed or Printed): _____

Witness Signature and Date: _____

**ATTACHMENT 15 – CRIMINAL BACKGROUND CHECK
AFFIDAVIT**

AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

- A. I hereby affirm that _____ (Contractor) has complied with Section 2.15 – Premises
and Operational Security requirements of Contract Number J02B4400003.
- B. I hereby affirm that the _____ (Contractor) has provided
(Agency) with a summary of the security clearance results for all of the candidates that will be
working on contract J02B4400003 (Title and Number) and all of these candidates have successfully
passed all of the background checks required under Section 2.15 of Contract Number J02B4400003.
Contractor hereby agrees to provide security clearance results for any additional candidates at least
seven (7) days prior to the date the candidate commences work on this contract.

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

Master Contractor

Typed Name

Signature

Date

ATTACHMENT 16 – PERFORMANCE EVALUATION

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

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

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

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

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

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

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

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

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

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

ATTACHMENT 17 – SAMPLE WORK ORDER

WORK ORDER		Work Order #	Contract #	
This Work Order is issued under the provisions of a XXX contract. The services authorized are within the scope of services set forth in the <i>Purpose</i> of the work order.				
<u>Purpose</u>				
<u>Statement of Work</u>				
<u>Requirements:</u>				
<u>Deliverable(s), Acceptance Criteria and Due Date(s):</u>				
Deliverables are subject to review and approval by AGENCY prior to payment. <i>(Attach additional sheets if necessary)</i>				
<u>Start Date</u>		<u>End Date</u>		
Cost				
	Quantity (if applicable)	Labor Hours (Hrs.)	Labor Rate	Estimate Total
1.			\$	\$
2.			\$	\$
*Include WBS, schedule and response to requirements.		AGENCY shall pay an amount not to exceed		\$
TO Contractor		AGENCY Approval		
_____ <i>(Signature)</i> TO Contractor Authorized Representative (Date)		_____ <i>(Signature)</i> AGENCY TO Manager (Date)		
POC	<i>Name</i>	TO Manager	<i>(Print Name)</i>	
Telephone No.		Telephone No.		
Email:		Email:		