



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

SHA IT Systems
Operations,
Maintenance, and Support TORFP

CATS II TORFP # J02B0400008

SMALL BUSINESS RESERVE ONLY

Maryland Department of Transportation
Maryland State Highway Administration

ISSUE DATE: March 15, 2010

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KEY INFORMATION SUMMARY SHEET

This Consulting and Technical Services II (CATS II) Task Order Request for Proposals (TORFP) is issued to obtain the services necessary to satisfy the requirements defined in Section 2 - Scope of Work. All CATS II Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. Master Contractors choosing not to submit a proposal must submit a Master Contractor Feedback form. The form is accessible via your CATS II Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu. In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS II RFP issued by the Maryland Department of Information Technology and subsequent Master Contract Project Number 060B9800035, including any amendments.

TORFP NAME:	SHA IT Systems Operations, Maintenance, and Support TORFP
FUNCTIONAL AREA:	Functional Area 6 - Systems/Facilities Management and Maintenance
TORFP ISSUE DATE:	03/15/2010
Closing Date and Time:	04/06/2010 at 2:00 PM
TORFP Issuing Office:	Maryland Department of Transportation (MDOT) State Highway Administration (SHA) Office of Information Technology (OIT)
Questions and Proposals are to be sent to:	TO Procurement Officer – Barbara Ryer Email Address: bryer@mdot.state.md.us
TO Procurement Officer	Barbara Ryer Office of Procurement Office Phone: (410) 865-1129 Email Address: bryer@mdot.state.md.us
SHA MBE Compliance Officer	Wanda Dade Office of Equal Opportunity Office Phone: 410-545-0330 Email Address: wdade@sha.state.md.us
TO Manager:	Charles Markakis Office Phone: (410) 545-8681 Email Address: cmarkakis@sha.state.md.us
Project Number:	ADPICS Purchase Order Number (J02B0400008)
TO Type:	Time and Material
Period of Performance:	Term of the DoIT Master Contract – Expiration May 31, 2014.
MBE Goal:	35 percent
Small Business Reserve (SBR):	YES
Primary Place of Performance:	SHA, 707 N. Calvert St., Baltimore, MD 21202
State Furnish Work Site and/or	Office Desk Space and networked PC with email, Internet

Access to Equipment, Facilities or Personnel:	access and software applications for on-site staff.
TO Pre-Proposal Conference:	March 25 th at 1:00 pm (See Attachment 6 for directions) Hanover Complex, 1 st Floor, OOTS Training Room, 7491 Connelley Drive Hanover, Maryland 21076

SECTION 1 - ADMINISTRATIVE INFORMATION

1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT

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

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

1.2 TO AGREEMENT

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

1.3 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the date and exact time stated in the Key Information Summary Sheet above. The date and time of submission is determined by the date and time of arrival in the TO Procurement Officer's e-mail box. The TO Proposal is to be submitted via e-mail as two attachments in MS Word format. **Please note that the MDOT/SHA email system has an 8 mb limit on email transmission.** You may submit your proposal in two or more email submissions, if necessary, as long as you clearly indicate the total number of email submissions to be received. The "subject" line in the e-mail submission shall state the TORFP # **J02B0400008**. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS II TORFP #J02B0400008 Technical". The second file will be the financial response to this CATS II TORFP and titled, "CATS II TORFP #J02B0400008 Financial". The following proposal documents must be submitted with required signatures as .PDF files with signatures clearly visible:

- Attachment 1 – Price Proposal
- Attachment 2 - MBE Forms D-1 and D-2
- Attachment 4 - Conflict of Interest and Disclosure Affidavit
- Attachment 5 – Labor Classification Personnel Resume Summary
- Attachment 10 – Living Wage Affidavit of Agreement

1.4 ORAL PRESENTATIONS/INTERVIEWS

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

1.5 MINORITY BUSINESS ENTERPRISE (MBE)

A Master Contractor that responds to this TORFP shall complete, sign, and submit all required MBE documentation (Attachment 2 - Forms D-1 and D-2) at the time it submits its TO Proposal. **Failure of the Master Contractor to complete, sign, and submit all required MBE documentation at the time it submits its TO Proposal will result in the State's rejection of the Master Contractor's TO Proposal.**

1.6 CONFLICT OF INTEREST

The TO Contractor awarded the TOA shall provide IT consulting services for State agencies or component programs with those agencies, and must do so impartially and without any conflicts of interest. Each Master

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

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

1.7 NON-DISCLOSURE AGREEMENT

Certain system documentation may be available for potential Offerors to review at a reading room at the State Highway Administration, 707 N. Calvert Street, Baltimore, Maryland 21202 address located in the Office of Information Technology, 6th Floor, Mailstop C-605. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement in the form of Attachment 7. 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 TOA in order to fulfill the requirements of the TOA. The TO Contractor, employees and agents who review such documents will be required to sign, including but not limited to, a Non-Disclosure Agreement in the form of Attachment 7.

1.8 LIMITATION OF LIABILITY CEILING

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

1.9 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES

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

Attachment 9 is the TO Contractor Self-Reporting Checklist. DoIT will send initial checklists out to applicable TO Contractors approximately three months after the award date for a TO. The TO Contractor shall complete and return the checklist as instructed on the checklist. Subsequently, at six month intervals from the due date on the initial checklist, the TO Contractor shall update and resend the checklist to DoIT.

SECTION 2 – SCOPE OF WORK

2.1 PURPOSE

The Maryland Department of Transportation (MDOT) State Highway Administration (SHA) Office of Information Technology (OIT) is issuing this CATS II TORFP to obtain system operations, maintenance, management and support of SHA's IT infrastructure (and associated technologies). The TO Contractor will be required to provide four (4) individuals to provide these services—three (3) resources for Network & IT Systems Support, and one (1) resource for End-User & Desktop Support.

SHA intends to award this task order to one Master Contractor that proposes a team of individual resources that can satisfy the Task Order requirements. This team of resources may be required to work at SHA Headquarters. Therefore only vendors submitting a proposal with a team of resources that can satisfy all Task Order requirements will be accepted for evaluation

2.2 REQUESTING AGENCY INFORMATION

The SHA is responsible for all interstates, U.S. and Maryland numbered routes excluding those in Baltimore City and toll facility maintained highways. The State system includes approximately 6,000 centerline miles, (16,064 lane miles) of highways and 2,400 bridges, connecting all regions of the state.

The SHA Business Plan is available online at:
www.roads.maryland.gov/oc/shabusinessetnl.pdf

2.3 MANAGEMENT ROLES AND RESPONSIBILITIES

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

- *TO Procurement Officer* – MDOT representative responsible for managing the TO solicitation and award process, change order process, substitution of personnel process.
- *SHA MBE Compliance Officer* – SHA representative responsible for working with the TO Procurement Officer and TO Manager to ensure MBE compliance of issued Task Orders and to gather payment data from both the Prime Contractor and MBE Sub-Contractor(s) for the reporting of MBE participation on SHA procurements to MDOT and the GOMA.
- *TO Manager* – SHA representative responsible for managing the day to day activities of the TO including the direct supervision of the on-site Contractor personnel. The TO Manager will also be responsible for preparing the TO solicitation, review and approval of proposed change orders, review and approval of proposed substitution of personnel, reviewing and approving invoices and monitoring and reporting Contractor personnel performance.
- *TO Contractor Key Management Personnel* – Representative of the TO Contractor who oversee their personnel assigned under this TO. This representative will be the point of contact for managing and correcting any disputes related to this TO. This representative will also be responsible for the preparation and submittal of invoices and MBE reports by the due date defined in this TO as well as any other correspondence relating to this TO and its activities.

2.4 SYSTEM BACKGROUND AND DESCRIPTION

The Maryland Department of Transportation (MDOT) has a Network Management Services (NMS) contract to manage the Enterprise-wide network infrastructure. MDOT also has an Email, Fax, and PDA contract to manage the Enterprise-wide Microsoft Exchange email system. (See Exhibit B for a description of SHA's portion of the

MDOT network.) SHA is the largest Transportation Business Unit (TBU) within MDOT, and is responsible for maintaining over forty facilities across the state.

The SHA OIT recognizes that with the advent of client-server and web-based systems, the end-user community expects 100% up-time and near instantaneous response time. As all of State government is expected to accomplish an increasing workload with diminished staffing, it is incumbent upon the OIT to assist our internal customers to work as efficiently as possible. The OIT places high expectations upon our staff in terms of deploying well-engineered systems and providing expert resolution of problems. The growth of systems supported by OIT, coupled with the continued expectation that OIT staff will provide “first responder” services to system failures, is driving a need for additional resources.

2.5 PROFESSIONAL DEVELOPMENT

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

2.6 REQUIREMENTS

2.6.1 TO CONTRACTOR PERSONNEL DUTIES AND RESPONSIBILITIES

At a minimum, the work to be accomplished by the TO Contractor personnel under this TORFP shall consist of the following:

A) Recurring Daily / Weekly / Monthly Duties –

NETWORK & IT SYSTEMS SUPPORT

- Install and configure a Microsoft Windows server, for use as an application server, web server or database server.
- Recover a failed server.
- Ensure servers are current with firmware, drivers, patches and security updates.
- Secure a server for local and remote access
- Create/restore an image of a server.
- Oversee the administration of user accounts.
- Troubleshoot server network connectivity issues.
- Configure a backup job to run on a specified schedule.
- Restore a directory from a previous backup session.
- Create network printer queues and assign appropriate access.
- Research, lab test, document and make recommendations to the SHA Network Manager on a variety of new IT technologies that could be implemented at SHA.
- Work in cooperation with the current MDOT NMS and other contractors supporting the MDOT Enterprise Network.

- Attend internal SHA staff meetings as requested.

END-USER & DESKTOP SUPPORT

- Work with end users to identify and deliver required PC services.
- Liaise with, and provide training and support to, end users and staff on computer operational issues.
- Install, configure, test, maintain, monitor, and troubleshoot end user workstation hardware, networked peripheral devices, and networking hardware products.
- Perform on-site analysis, diagnosis, and resolution of complex PC problems for a variety of end users, and recommend and implement corrective hardware solutions, including off-site repair as needed.
- Receive, log and respond to incoming calls, pages, and/or e-mails regarding PC and/or hardware problems.
- Monitor and test PC performance and provide PC performance statistics and reports.
- Assist in preparing, maintaining, and upholding procedures for logging, reporting, and statistically monitoring PC performance.
- Accurately document, within SHA's service and problem ticket system, instances of hardware failure, repair, installation, and removal.
- Construct, install, and test customized configurations based on various platforms and operating systems.
- Schedule, and perform PC, hardware and peripheral equipment improvements, upgrades, and repairs.
- Support development and implementation of new computer projects and new hardware installations.
- Maintain up-to-date knowledge of hardware and equipment contracts and supervise contract-based installations.
- If necessary, liaise with third-party support and PC equipment vendors.
- Provide guidance to junior members of the team as required.
- Attend meetings as requested by OIT management.
- Other related duties as assigned by OIT management.

B) Non-Recurring Duties – May Be Time & Materials, Work Order Based

N/A

2.6.2 WORK HOURS

A) The TO Contractor's assigned personnel will work an eight-hour day (hours to be approved by the TO Manager), Monday through Friday except for State holidays (including but not limited to Service Reduction Days or mandatory State Furlough Days). Once assigned, and personnel have demonstrated

an understanding of the SHA infrastructure, the Network & IT Systems Support staff may also be required to participate in a rotating emergency on-call schedule, providing non-business hours support.

Services may also involve some evening and/or weekend hours performing planned system upgrades in addition to core business-day hours. Hours performing system upgrades would be billed on actual time worked at the rates proposed.

- B) In the event of a reduction in State revenues and a subsequent reduction in allocated budget, the TO Contractor personnel will be required to participate in the State mandated Service Reduction Days as well as State Furlough Days. In this event, the TO Master Contractor will be notified in writing by the TO Procurement Officer of these details. In addition to the Service Reduction Days and Furlough Days, the TO Contractor may also be requested to restrict the number of hours the TO Contractor personnel can work within a given period of time that may result in less than an eight hour day or less than a 40 hour work week.

2.6.3 PERFORMANCE EVALUATION

TO Contractor personnel will be evaluated by the TO Manager on a schedule consistent with evaluations of SHA personnel for assignments performed during that period. The established performance evaluation and standards are included as Attachment 11. The TO Contractor personnel must maintain a minimum rating of "Exceeds Standards" in each major category of the performance evaluation (i.e., Dependability, Job Knowledge, etc.) and a minimum rating of "Meets Standards" in all individual criteria (i.e., Punctuality, Tact, etc.) If prior to a scheduled evaluation the TO Manager has determined there are issues with the performance of TO Contractor personnel, the TO Manager will notify both the TO Contractor and the TO Contractor personnel by email, identifying the issue and the expected action(s) to correct the issue.

2.6.4 NON PERFORMANCE OF PERSONNEL

In the event that SHA is dissatisfied with the TO Contractor's personnel for not performing to the standards specified in Section 2.6, the TO Contractor personnel may be removed at the TO Manager's discretion. Replacement personnel must have qualifications equal to or greater than that of the non-performing person initially proposed and evaluated and accepted in the TO Agreement. The TO Manager will determine the amount of time the TO Contractor has to provide a replacement.

2.6.5 SUBSTITUTION OF PERSONNEL

The substitution of personnel procedures is as follows. The TO Contractor may not substitute personnel without the prior approval of the agency. 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 must 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. The TO Contractor must ensure that all MBE commitments remain in effect with any substitution of personnel.

2.6.6 BACKUP / DISASTER RECOVERY

The SHA utilizes Syncsort's Backup Express software package for all corporate data and is managed by SHA's Network Support Section. As part of this Task Order the TO Contractor personnel will be responsible for monitoring and performing block-level backups as necessary and when he/she is On-Call.

2.6.7 HARDWARE, SOFTWARE, AND MATERIALS

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

2.7 DELIVERABLES

Deliverables	Acceptance Criteria
Deliverable A – Weekly Status Reports (See Attachment #11 for Template.)	Receipt by close of business Friday following the previous week.
Deliverable B – Monthly Invoices	Receipt by the 10th day of each month with specified content.
Deliverable C – Monthly MBE Reports	Receipt of Attachment 2 – Form D-5 by the 10 th day of each month with specified content and submitted with the monthly invoice. Receipt of Attachment 2 – Form D-6 by the 10th day of each month with specified content and submitted directly by the Sub-contractor.

2.8 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES

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

- The State’s System Development Life Cycle (SDLC) methodology
- The State Information Technology Security Policy and Standards
- The State of Maryland Enterprise Architecture.
- SHA’s Web Standards, Policies and Guidelines, (Located at SHA’s Reading Room – Call TO Manager, Roger Beardsley at 410-545-8918 for appointment)

2.9 TO CONTRACTOR PERSONNEL MINIMUM QUALIFICATIONS

The following minimum qualifications are mandatory.

The Master Contractor shall propose individuals that possess expertise in the following:

NETWORK & IT SYSTEMS SUPPORT

Required:

- At least **three** (3) years of experience in the following technical areas:
 - Working knowledge of a complete network and IT systems environment, including protocols (TCP/IP), equipment, services (DNS), etc.
 - Microsoft Windows Server Family, including (but not limited to)
 - Windows Server 2003, Windows Server 2008, Windows Terminal Server, etc.
 - Microsoft Active Directory
 - Microsoft Exchange 2003 & Microsoft Outlook Client Technologies

- Microsoft File and Print Services
- Server Security, including Group Policy and related tools
- Block-level backup and associated backup/recovery methods
- Storage Area Network (SAN) & Switch Architecture, including knowledge of volumes/partitions, disk sets, arrays, RAID, storage pools, hardware, etc.
- Mounting, moving and occasionally configuring network equipment
- Monitoring server performance and utilizing the associated tools to do so (Microsoft Operations Manager, HP Insight Manager, etc.)
- Creating, updating, and maintaining network and IT systems policies, procedures and related documentation as needed
- Virtualization technology, including usage of product suites from (but not limited to) vmWare and Microsoft
- Possession of a current certification as a Microsoft Certified Systems Engineer (MCSE)
 - In lieu of the MCSE certification, SHA will consider individuals who have at least **five (5)** years of progressively more complex experience configuring and supporting Microsoft Windows servers.

Desired:

In addition to the qualifications above, the following are desired and preferred:

- More than **five (5)** years experience working in a network and IT systems support environment
- Possession of additional certifications such as (but not limited to) vmWare Certified Professional (VCP), Cisco Certified Network Administrator (CCNA), CompTIA Network+, etc.

END-USER & DESKTOP SUPPORT

Required:

- At least one (1) year experience in the following technical areas:
 - Active Directory
 - Ability to troubleshoot PC and Microsoft hardware or software.
 - PCs, laptops, stand-alone and networked printers, standalone and networked scanners, and modems
 - Ability to repair, install, upgrade, or reconfigure any of these items utilized within the agency.
 - Must be able to install and properly configure, at a minimum:
 - Desktop Operating Systems: Windows 2000, Windows XP
 - Server Operating Systems: Windows 2000, Windows 2003
 - Microsoft Active Directory Services
 - Standard Software: Must be proficient in Microsoft Office 2007 Professional Suite, Microsoft Outlook 2003, McAfee Virus Scan, LANDesk, Adobe Acrobat, Photo Editor, Cisco VPN software and imaging software.
 - Service Desk: MDOT is using Maximo Service Desk application. Individual must be proficient in service desk software (opening, documenting, closing, and follow up on service calls).
 - E-mail/Scheduling: Microsoft Outlook 2003

2.10 TO CONTRACTOR EXPERTISE REQUIRED

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

2.11 INVOICE SUBMISSION

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

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

The TO Contractor shall submit monthly invoices for payment that coincide with the submission of the progress reports and required MBE reports (on or before the 10th day of the month). The invoices shall identify actual hours by each person assigned to the task order during the reporting period. Invoices shall be accompanied by timesheets and paid contractor invoices documenting charges for labor in accordance with the contractor price proposal for the Master Contract.

2.11.1 INVOICE FORMAT

- A) A proper invoice shall identify SHA, labor category, associated TOA number and Title, date of invoice, period of performance covered by the invoice, the SHA issued PO Number and a TO Contractor point of contact with telephone number.
- B) The TO Contractor shall send the original of each invoice and supporting documentation (itemized billing reference for employees, including detail of work hours as well as Attachment 2 – Form D-5 MBE Report) submitted for payment to SHA at the following address:

Joe Gatto
State Highway Administration – MS C-605
P.O. Box 717
Baltimore, MD 21202-0717

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

2.11.2 MBE PARTICIPATION REPORTS

Monthly reporting of MBE participation is required in accordance with the terms and conditions of the CATS II Master Contract by the 10th day of each month. The TO Contractor shall provide a completed MBE Participation form (Attachment 2, Form D-5) to SHA at the same time the invoice copy is sent. The TO Contractor shall ensure that each MBE Subcontractor provides a completed MBE Participation Form (Attachment 2, Form D-6). Subcontractor reporting shall be sent directly from the subcontractor to SHA. SHA will monitor both the TO Contractor's efforts to achieve the MBE participation goal and compliance with reporting requirements. The TO Contractor shall email all completed forms, copies of invoices and checks paid to the MBE directly to the TO Manager, SHA MBE Compliance Officer and TO Manager. The SHA Office of Equal Opportunity also requires quarterly reporting – see Attachment 2, SHA FORM 14.0-OEO.

SECTION 3 - TO PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1 REQUIRED RESPONSE

Each Master Contractor receiving this CATS II TORFP must respond within the submission time designated in the Key Information Summary Sheet. Each Master Contractor is required to submit one of two possible responses: 1) a proposal or 2) a completed Master Contractor Feedback form. The feedback form helps the State understand for future contract development why Master Contractors did not submit proposals. The form is accessible via your CATS II Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu.

3.2 FORMAT

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

3.2.1 THE TECHNICAL PORTION OF THE TO PROPOSAL SHALL INCLUDE:

A) Proposed Services

- 1) Requirements: A detailed discussion of the Master Contractor's understanding of the work and the Master Contractor's capabilities, approach and solution to address the requirements outlined in Section 2.
- 2) Assumptions: A description of any assumptions formed by the Master Contractor in developing the Technical Proposal.

B) Proposed Personnel

- 1) Identify and provide resumes for all proposed personnel by labor category.
- 2) Certification that all proposed personnel meet the minimum required qualifications and possess the required certifications in Section 2.9.
- 3) Complete and provide Attachment 5 – Labor Classification Personnel Resume Summary.
- 4) Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under this TOA.

C) MBE Participation

- 1) Submit completed MBE documents Attachment 2 - Forms D-1 and D-2. Failure to submit MBE forms D1 and D2 with your offer shall deem your bid non-responsive in accordance with COMAR 21.00.03.09 B (5)
- 2)

D) Subcontractors

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

E) Master Contractor and Subcontractor Experience and Capabilities

- 1) Provide three examples of work assignments that the proposed personnel have completed that were similar in scope to the one defined in this TORFP. Each of the three examples must include a reference complete with the following:
 - a) Name of organization.
 - b) Name, title, and telephone number of point-of-contact for the reference.

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

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

F) Professional Development Plan

- 1) Provide plan on how Master Contractor will ensure continued Professional Development for on-site contractor proposed personnel.

G) State Assistance

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

H) Confidentiality

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

3.2.2 THE FINANCIAL RESPONSE OF THE TO PROPOSAL SHALL INCLUDE:

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

The Master Contractor should indicate on Attachment 1 the proposed resource name, the appropriate Labor Category being proposed, and the Fixed Hourly Labor Category Rate. Proposed rates are fully loaded and are not to exceed the rates defined in the Master Contract.

SECTION 4 - PROCEDURE FOR AWARDING A TO AGREEMENT

4.1 EVALUATION CRITERIA

The TO Contractor will be selected from among all eligible Master Contractors within the appropriate functional area responding to the CATS II TORFP. In making the TOA award determination, SHA will consider all information submitted in accordance with Section 3. The award will be made to the contractor offering the most advantageous offer to the State.

4.2 TECHNICAL 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.1.
- Personnel experience required in Section 3.2.1.B.
- Master Contractor and Subcontractor Experience and Capabilities as specified in Section 3.2.1.E.1.
- Professional Development Plan as specified in Section 3.2.1.F

4.3 SELECTION PROCEDURES

- 4.3.1 TO Proposals will be assessed throughout the evaluation process for compliance with the minimum personnel qualifications in Section 2.9 and quality of responses to Section 3.2.1 of the TORFP. Master Contractor proposals that fail to meet the minimum qualifications will be deemed not reasonably susceptible for award, i.e., disqualified and their proposals eliminated from further consideration.
- 4.3.2 TO Proposals deemed technically qualified will have their financial proposal considered. All others will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.
- 4.3.3 The State will conduct interviews of all personnel proposed in each TO Proposal that meets minimum qualifications. In order to ensure as timely an evaluation process as possible, the State will begin conducting interviews approximately two weeks after receipt of proposals. The number of days for interviews will be dependent upon the number of qualified proposals received. The State will notify all Master Contractors by email of specific dates and contact information for scheduling the interviews. Master Contractors must ensure that proposed personnel will be available for the interview in order for their technical proposals to be considered for award.
- 4.3.4 Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.
- 4.3.5 The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment. In making this selection, technical merit has greater weight than price.

4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT

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

ATTACHMENT 1 - SAMPLE PRICE PROPOSAL

PRICE PROPOSAL FOR CATS II TORFP # J02B0400008
LABOR CATEGORIES

Labor Categories	A	B	C
	Fully Loaded Hourly Rates (prices good for 90 days)	Total Class Hours Annually	Total Proposed CATS II TORFP Price
(Agency to insert description of work and number of hours actual or for financial evaluation. Master Contractor to insert Proposed Labor Categories for this TORFP)		*Hours adjusted based on State Holidays and two weeks of leave per resource.	
<u>Year #1:</u>			
(Resource Name / Classification) #1	\$	1960	\$
(Resource Name / Classification) #2	\$	1960	\$
(Resource Name / Classification) #3	\$	1960	\$
(Resource Name / Classification) #4	\$	1960	\$
		Total Cost Year 1	\$
<u>Year #2:</u>			
(Resource Name / Classification) #1	\$	1960	\$
(Resource Name / Classification) #2	\$	1960	\$
(Resource Name / Classification) #3	\$	1960	\$
(Resource Name / Classification) #4	\$	1960	\$
		Total Cost Year 2	\$
<u>Year #3:</u>			
(Resource Name / Classification) #1	\$	1960	\$
(Resource Name / Classification) #2	\$	1960	\$
(Resource Name / Classification) #3	\$	1960	\$
(Resource Name / Classification) #4	\$	1960	\$
		Total Cost Year 3	\$
		Total Cost of Base 3 Year Period	\$
<u>Option Year #1:</u>			
(Resource Name / Classification) #1	\$	1960	\$
(Resource Name / Classification) #2	\$	1960	\$
(Resource Name / Classification) #3	\$	1960	\$
(Resource Name / Classification) #4	\$	1960	\$

		Total Cost Option Year 1	\$
<i>Option Year #2:</i>			
(Resource Name / Classification) #1	\$	1960	\$
(Resource Name / Classification) #2	\$	1960	\$
(Resource Name / Classification) #3	\$	1960	\$
(Resource Name / Classification) #4	\$	1960	\$
		Total Cost Option Year 2	\$
		Total Cost of Option Period	\$
<u>Work Order Based Optional Assignments</u> – Please identify additional labor categories anticipated to be used. (NOTE: This will not be part of the Task Order RFP evaluation process).		For purpose of estimating, assume a total of 6000 hours for the term of the Task Order	
(Resource Name / Classification)	\$		\$
(Resource Name / Classification)	\$		\$
(Resource Name / Classification)	\$		\$
Total Cost of Optional Assignments			\$
Total Evaluated Price w/o Optional Assignments			\$
Total Evaluated Price with Optional Assignments			\$

Authorized Individual Name

Company Name

Title

Company Tax ID #

The Hourly Labor Rate is the actual rate the State will pay for services and must be recorded in dollars and cents. The Hourly Labor Rate cannot exceed the Master Contract Rate, but may be lower, and must include all direct and indirect costs and profit for the Master Contractor to perform under the TOA. Time for travel will be reimbursed as allowed in Section 2.2.4 of the Master Contract.

SUBMIT WITH THE FINANCIAL RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING REQUIREMENTS

CATS II TORFP # J02B0400008

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.

As the TO Contractor, you have entered into a TO Agreement with the State of Maryland. As such, your company/firm is responsible for successful completion of all deliverables under the contract, including your commitment to making a good faith effort to meet the MBE participation goal(s) established for TORFP. Part of that effort, as outlined in the TORFP, includes submission of monthly reports to the State regarding the previous month's MBE payment activity. Reporting forms D-5 (TO Contractor Paid/Unpaid MBE Invoice Report) and D-6 (Subcontractor Paid/Unpaid MBE Invoice Report) are attached for your use and convenience.

The TO Contractor must complete a separate Form D-5 for each MBE subcontractor for each month of the contract and submit one copy to each of the locations indicated at the bottom of the form. The report is due no later than the 10th of the month following the month that is being reported. For example, the report for January's activity is due no later than the 10th of February. With the approval of the TO Manager, the report may be submitted electronically. The TO Contractor shall submit with each report all payment forms including copies of invoices and checks paid to each MBE subcontractor during the reporting period. **Note: Reports are required to be submitted each month, regardless of whether there was any MBE payment activity for the reporting month.**

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 10th of each month, regardless of whether there was any MBE payment activity for the reporting month.** Therefore, if the subcontractor(s) do not submit their D-6 payment reports, the TO Contractor cannot and will not be given credit for subcontractor payments, regardless of the TO Contractor's proper submission of Form D-5. The TO Manager will contact the TO Contractor if reports are not received each month from either the prime contractor or any of the identified subcontractors. The TO Contractor must promptly notify the TO Manager if, during the course of the contract, a new MBE subcontractor is utilized. **Failure to comply with the MBE contract provisions and reporting requirements may result in sanctions, as provided by COMAR 21.11.03.13.**

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 1

Certified MBE Utilization and Fair Solicitation Affidavit

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

In conjunction with the offer submitted in response to TORFP No. J02B0400008, I affirm the following:

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

OR

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

I have identified the specific commitment of certified Minority Business Enterprises by completing and submitting an MBE Participation Schedule (Attachment 2 - Form D-2) with the proposal.

I acknowledge that the MBE subcontractors/suppliers listed in the MBE Participation Schedule will be used to accomplish the percentage of MBE participation that I intend to achieve.

I understand that if I am notified that I am the apparent TO Agreement awardee, I must submit the following documentation within 10 working days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier.

- (a) Outreach Efforts Compliance Statement (Attachment D-3)
- (b) Subcontractor Project Participation Statement (Attachment D-4)
- (c) MBE Waiver Documentation per COMAR 21.11.03.11 (if applicable)
- (d) Any other documentation required by the TO Procurement Officer to ascertain offeror's responsibility in connection with the certified MBE participation goal.

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

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

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

Offeror Name

Signature of Affiant

Address

Printed Name, Title

Date

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 2

Minority Business Enterprise Participation Schedule

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

TO Prime Contractor (Firm Name, Address, Phone)	Task Order Description
Task Order Agreement Number J02B0400008	
List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	

USE ATTACHMENT D-2 CONTINUATION PAGE AS NEEDED

SUMMARY

TOTAL MBE PARTICIPATION:	%
TOTAL WOMAN-OWNED MBE PARTICIPATION:	%
TOTAL AFRICAN AMERICAN-OWNED MBE PARTICIPATION:	%

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

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 2

Minority Business Enterprise Participation Schedule (Continued)

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

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 3

Outreach Efforts Compliance Statement

In conjunction with the bid or offer submitted in response to TORFP # J02B0400008, I state the following:

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

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

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

4. Offeror assisted MBEs to fulfill or to seek waiver of bonding requirements.
(DESCRIBE EFFORTS)

 This project does not involve bonding requirements.

5. Offeror did/did not attend the pre-proposal conference
 No pre-proposal conference was held.

_____	By:	_____
Offeror Name		Name
_____		_____
Address		Title

		Date

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

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 4

Subcontractor Project Participation Statement

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

Provided that _____ is awarded the TO Agreement in
(Prime TO Contractor Name)
conjunction with TORFP No. J02B0400008, it and _____,
(Subcontractor Name)

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

(Describe work to be performed by MBE):

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

By:

By:

Prime Contractor Signature

Subcontractor Signature

Name

Name

Title

Title

Date

Date

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

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 5

Minority Business Enterprise Participation TO Contractor Paid/Unpaid Invoice Report

Report #: _____ Reporting Period (Month/Year): _____ Report is due by the 10th of the following month. Include copies of invoices and cancelled checks for each subcontractor paid during this reporting period	CATS II TORFP #J02B0400008 Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____
--	--

Prime TO Contractor:		Contact Person:	
Address:			
City:		State:	ZIP:
Phone:	FAX:		
Subcontractor Name:		Contact Person:	
Phone:	FAX:		
Subcontractor Services Provided:			
List all payments made to MBE subcontractor named above during this reporting period. 1. 2. 3. 4. Total Dollars Paid this Period: \$ _____ Total Dollars Paid to Date: \$ _____		List all unpaid invoices over 30 days old received from the MBE subcontractor named above: 1. 2. 3. 4. Total Dollars Unpaid: \$ _____	

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

Return one copy of this form to the following address:

Frank Vasilios Office of Information Technology State Highway Administration P.O. BOX 717, MS C-605 Baltimore, MD 21203-0717 Email: SHAMBEreport@SHA.STATE.MD.US	Wanda Dade, D/MBE Manager Office of Equal Opportunity State Highway Administration 211 E. Madison Street, MLL3 Baltimore, MD 21202 Email: wdade@sha.state.md.us
---	---

Signature: _____ Date: _____

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 6

Minority Business Enterprise Participation Subcontractor Paid/Unpaid Invoice Report

Report #: _____ Reporting Period (Month/Year): ___/_____ Report Due By the 10th of the following Month.	CATS II TORFP #J02B0400008 Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____	
MBE Subcontractor Name: _____		
MDOT Certification #: _____		
Contact Person: _____		
Address: _____		
City: _____	State: _____	ZIP: _____
Phone: _____	FAX: _____	
Subcontractor Services Provided: _____		
List all payments received from Prime TO Contractor during reporting period indicated above. 1. _____ 2. _____ 3. _____ Total Dollars Paid this Period: \$ _____ Total Dollars Paid to Date: \$ _____	List dates and amounts of any unpaid invoices over 30 days old. 1. _____ 2. _____ 3. _____ Total Dollars Unpaid: \$ _____	
Prime TO Contractor: _____ Contact Person: _____		

Return one copy of this form to the following address:

Frank Vasilios Office of Information Technology State Highway Administration P.O. BOX 717, MS C-605 Baltimore, MD 21203-0717 Email: SHAMBEreport@SHA.STATE.MD.US	Wanda Dade, D/MBE Manager Office of Equal Opportunity State Highway Administration 211 E. Madison Street, MLL3 Baltimore, MD 21202 Email: wdade@sha.state.md.us
---	---

Signature: _____ Date: _____

Submit as required in TO Contractor MBE Reporting Requirements

Attachment 2 - SHA FORM 14.0-OEO

STATE HIGHWAY ADMINISTRATION OF MARYLAND
 DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION REPORT
 QUARTERLY REPORTING PERIOD _____

SHA/FAP CONTRACT NUMBER & TOTAL DOLLAR AMOUNT OF CONTRACT	% OF PROJECT COMPLETION	NAME OF DBE/MBE	ITEMS OF WORK & SERVICES PERFORMED	DBE/MBE % OF COMPLETION	SUBMITTED ON THE AAP YES/NO	PROPOSED DOLLAR AMOUNT OF WORK TO BE PERFORMED BY DBE/MBES	TOTAL DOLLARS PAID THIS PERIOD	TOTAL DOLLARS PAID TO DATE	HAVE ALL PAYMENTS TO THE DBE/MBES BEEN COMPLETED?	IF DBE/MBE DID NOT ACHIEVE ITS PROPOSED DOLLAR AMOUNT, GIVE REASON WHY

DATE OF SUBMITTAL _____ PREPARED BY _____
 NAME OF FIRM _____ TELEPHONE NO. _____

SEE INSTRUCTION ON NEXT PAGE
 SHA FORM 14.0-OEO
 REVISED 12/99

Attn: Jeannette McCune

INSTRUCTION FOR PREPARING THE REPORT

1. This report is to be sent to the Director of the Office of Equal Opportunity on a quarterly basis.
2. If you have more than one project, you must fill out one DBE/MBE Participation Report per project.
3. SHA/FAP CONTRACT NUMBER AND TOTAL DOLLAR AMOUNT OF CONTRACT:
Note the State Highway Administration (SHA) contract number; and , if applicable, not the Federal-Aid Project (FAP) number. Also include the total dollar amount of the contract as submitted on the Affirmative Action Plan. (Schedule for Participation of Disadvantaged Business Enterprises).
4. % of PROJECT COMPLETION: Self-explanatory
5. Name of DBE/MBE:
List each Disadvantaged/Minority firm named in the Affirmative Action Plan, regardless of whether or not the firm participated on or in the project during the quarter; and, if applicable, include any certified Disadvantaged/minority firm participating on or in the project which was not submitted on the Affirmative Action Plan.
6. ITEMS OF WORK AND SERVICES PERFORMED: List the items/services for each firm as submitted in the Affirmative Action Plan.
7. DBE/MBE % OF COMPLETION: Indicate the total % of completion of work on the project by the DBE/MBE firm.
8. SUBMITTED ON THE AAP YES/NO: If the firm was listed on the Affirmative Action Plan, not the appropriate response.
9. PROPOSED DOLLAR AMOUNT OF WORK TO BE PERFORMED BY DBE/MBEs: List the proposed dollar amount submitted on the Affirmative Action Plan.
10. TOTAL DOLLARS PAID THIS PERIOD: Only report the amount of monies which reflect payments made to the DBE/MBE firms during the quarter based on returned cancelled checks on file at the time the report is being prepared.
11. TOTAL DOLLARS PAID TO DATE: Self-explanatory
12. HAVE ALL PAYMENTS TO THE DBE/MBEs BEEN COMPLETED? YES/NO If all final payments have been made (including retainage out of the "Proposed Dollar Amount," not the appropriate response. (Note: THIS REPORT WILL CONTINUE TO BE REQUESTED UNTIL A "YES" IS NOTED FOR ALL MINORITY OR DISADVANTAGED FIRMS WHO PARTICIPATED ON A PARTICULAR PROJECT)
13. IF DBE/MBE DID NOT ACHIEVE ITS PROPOSED DOLLAR AMOUNT, GIVE REASON WHY: (IF APPLICABLE) If the firm has completed all work on the project and the amount listed in the "Total Dollars Paid To Date" column is less than the amount listed in the "Proposed Dollar Amount of Work" column, provide a reason explaining the difference in dollars.

14.

ATTACHMENT 3 - Task Order Agreement

CATS II TORFP # J02B0400008 OF MASTER CONTRACT # 060B9800035

This Task Order Agreement (“TO Agreement”) is made this day of Month, 200X by and between MASTER CONTRACTOR and the STATE OF MARYLAND, SHA.

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 SHA, as identified in the CATS II TORFP # J02B0400008.
 - b. “CATS II TORFP” means the Task Order Request for Proposals # J02B0400008, dated MONTH DAY, YEAR, including any addenda.
 - c. “Master Contract” means the CATS II Master Contract between the Maryland Department of Information Technology and MASTER CONTRACTOR dated.
 - d. “TO Procurement Officer” means Joe Gatto. 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 the SHA and MASTER CONTRACTOR.
 - f. “TO Contractor” means the CATS II 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 Proposal - Technical” means the TO Contractor’s technical response to the CATS II TORFP dated date of TO Proposal – Technical.
 - i. “TO Proposal – Financial” means the TO Contractor’s financial response to the CATS II TORFP dated date of TO Proposal - FINANCIAL.
 - j. “TO Proposal” collectively refers to the TO Proposal – Technical and TO Proposal – Financial.
2. Scope of Work
 - 2.1. This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supersede the Master Contract.
 - 2.2. The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS II TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
 - a. The TO Agreement,
 - b. Exhibit A – CATS II TORFP
 - c. Exhibit B – TO Proposal-Technical
 - d. Exhibit C – TO Proposal-Financial

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

3. Time for Performance.

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS II TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of XXX year, 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 II TORFP and shall not exceed the total amount of the task order. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.

4.2 Payments to the TO Contractor shall be made as outlined Section 2 of the CATS II TORFP, but no later than thirty (30) days after the Agency's receipt of an invoice for services provided by the TO Contractor, acceptance by the Agency of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.

4.3 Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is _____. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices must be submitted to the Agency TO Procurement Officer 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, SHA

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 subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.

C. The bidder or Offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail—attach additional sheets if necessary):

E. The bidder or Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or Offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or Offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

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

Date: _____ By: _____
(Authorized Representative and Affiant)

SUBMIT AS A .PDF FILE WITH TECHNICAL RESPONSE

ATTACHMENT 5 - Labor Classification Personnel Resume Summary

INSTRUCTIONS:

1. Master Contractors must comply with all personnel requirements under the Master Contract RFP 060B9800035 and those Minimum Qualifications and/or Certifications identified in the subject TORFP.
2. Only labor categories proposed in the Master Contractors Technical proposal may be proposed under the CATS II TORFP process.
3. For each person proposed in any of the labor categories, complete one Labor Category Personnel Resume Summary to document how the proposed person meets each of the minimum requirements identified in both the Master Contract and the subject TORFP.

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 including those identified in the subject TORFP. Where there is a time requirement such as 3 months experience, you must provide the dates from and to showing an amount of time that equals or exceeds mandatory time requirement.

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

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

Proposed Individual's Name: _____ Prime or Sub Contractor Company Name (of proposed Resource): _____	How does the proposed individual meet each requirement?
LABOR CLASSIFICATION TITLE – (INSERT LABOR CATEGORY NAME)	
Education: (Insert the education description from the CATS II RFP from section 2.10 for the applicable labor category.)	
Experience: (Insert the experience description from the CATS II RFP from section 2.10 for the applicable labor category.)	(Must include dates from and to.)
Duties: (Insert the duties description from the CATS II RFP from section 2.10 for the applicable labor category.)	
Additional Minimum Qualifications:	(Must include dates from and to. Must specify a response for each item. If the proposed personnel does not meet the requirement or have the specified experience, you must specify the word "NONE" across from the description. All items must be addressed with a response or the word "NONE". If an item is not addressed the proposed personnel will be disqualified)

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

Contractor's Contract Administrator:

Signature

Date

Proposed Individual:

Signature

Date

SUBMIT WITH TO RESPONSE

SIGNATURE REQUIRED AT THE TIME OF THE INTERVIEW

ATTACHMENT 6 – Directions to the Pre-TO Proposal Conference

Hanover Complex, 1st Floor
OOTTS Training Room
7491 Connelley Drive
Hanover, Maryland 21076

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

From the South

From I-97 take MD 100 West to MD 170 North. Take MD 170 North to Dorsey Road. Make a right at Dorsey Road. Proceed to the next light—this will be the Connelley Drive intersection, turn right at Connelley Drive. The Hanover Complex is on your [left](#).

From the North

From I-95 or BW Parkway take I-195 to MD 170 South to Dorsey Road. Turn right at Dorsey Road. Proceed to the next light—this will be the Connelley Drive intersection, turn right at Connelley Drive. The Hanover Complex is on your [left](#).

ATTACHMENT 7 - NON-DISCLOSURE AGREEMENT (OFFEROR)

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

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS II TORFP #J02B0400008 for SHA Internet and Intranet Web Site Systems Operations, Maintenance and Support. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to _____. 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 referenced above, 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 Joe Gatto, SHA on or before the due date for Proposals.
4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR'S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.
5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
6. This Agreement shall be governed by the laws of the State of Maryland.
7. OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than \$20,000 and/or imprisonment not exceeding 5 years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.
8. The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

OFFEROR: _____

BY: _____

NAME: _____

TITLE: _____

ADDRESS: _____

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

ATTACHMENT 8 - 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 SHA (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 Internet and Intranet Web Site Systems Operations, Maintenance and Support TORFP No. J02B0400008 dated _____, (the "TORFP" issued under the Consulting and Technical Services II procurement issued by the Department, Project Number 060B9800035; and

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

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

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

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

Contractor/Contractor's Personnel:

SHA:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

ATTACHMENT 9 – TO CONTRACTOR SELF-REPORTING CHECKLIST

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

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

<p>A) What is the MBE goal as a percentage of the TO value? (If there is no MBE goal, skip to Section 5)</p> <p style="padding-left: 40px;">%</p>
<p>B) Are MBE reports D-5 and D-6 submitted monthly?</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____</p>
<p>C) What is the actual MBE percentage to date? (divide the dollar amount paid to date to the MBE by the total amount paid to date on the TO)</p> <p style="padding-left: 40px;">%</p> <p>(Example - \$3,000 was paid to date to the MBE sub-contractor; \$10,000 was paid to date on the TO; the MBE percentage is 30% (3,000 ÷ 10,000 = 0.30))</p>
<p>D) Is this consistent with the planned MBE percentage at this stage of the project?</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____</p>
<p>E) Has the Master Contractor expressed difficulty with meeting the MBE goal?</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>(If yes, explain the circumstances and any planned corrective actions)</p> <p>_____</p>
<p>Section 5 – TO Change Management</p>
<p>A) Is there a written change management procedure applicable to this TO?</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____</p>
<p>B) Does the change management procedure include the following?</p> <p style="padding-left: 40px;">Yes <input type="checkbox"/> No <input type="checkbox"/> Sections for change description, justification, and sign-off</p> <p style="padding-left: 40px;">Yes <input type="checkbox"/> No <input type="checkbox"/> Sections for impact on cost, scope, schedule, risk and quality (i.e., the impact of change on satisfying TO requirements)</p> <p style="padding-left: 40px;">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?</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>(If yes, explain expected or actual impact on TO cost, scope, schedule, risk and quality)</p> <p>_____</p>
<p>D) Is the change management procedure being followed?</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____</p>

ATTACHMENT 10 – 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 11 – 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; contributes constructive ideas and suggestions that are implemented	Frequently participates in problem solving and/or making operational improvements; contributes ideas and suggestions	Occasionally participates in problem solving and/or making operational improvements; rarely contributes ideas and suggestions	Rarely participates in problem solving and/or making operational improvements; never contributes ideas and suggestions
Advancement in the Field	Has applied concepts learned in training to improve operations of the organization/unit	Anticipates new technology or processes and plans training to improve knowledge and skills	Pursues training to maintain current certifications in technology or processes	Does not pursue training <u>or</u> learning new technology or processes but accepts training if assigned	Declines offers for training <u>or</u> to learn new technology or processes

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

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

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

JOB 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 12 – SAMPLE STATUS REPORT
SHA Internet / Intranet Web Site
Operations, Maintenance and Support Task Order**

Week Ending:	Date:
Report Prepared by:	Task Number:
TO Contractor:	
Task Name: SHA Internet / Intranet Web Site Operations, Maintenance and Support	

Name	Labor Category	Hours Expended for the Week	Cumulative Hours Expended

ACTIVITIES COMPLETED:

Resource 1 Name:

Project 1 or Task 1: (Hours spent)

- Subtasks of project or task.

Project 2 or Task 2:

(Hours spent)

- Subtasks of project or task.

Resource 2 Name:

Project 1 or Task 1: (Hours spent)

- Subtasks of project or task.

Project 2 or Task 2:

(Hours spent)

- Subtasks of project or task.

ACTIVITIES IN PROGRESS:

Resource 1 Name:

- Activity

Resource 2 Name:

- Activity

NEXT WEEK'S PLANNED ACTIVITIES:

Resource 1 Name:

- Activity

Resource 2 Name:

- Activity

ACTIVITIES ON HOLD/ISSUES:

Resource 1 Name:

- Activity / Issue

Resource 2 Name:

- Activity / Issue

ACTIVITIES REQUIRING OVERTIME AND TIME USED:

Resource	Date	Hours	Comments

ACTION ITEMS:

Resource	Item	Status	Comments

EXHIBIT A

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

**Printed Name and Address
of Employee or Agent**

Signature

Date

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

EXHIBIT B - SHA's portion of the MDOT network

SHA Sites	WAN Connection Type	Bandwidth	Site Type (Reference MDOT WAN Conceptual Drawing)
HQ	Gig Ethernet	1000M	G
District 1			
Snowhill	T1 Frame Relay	1.5M	A
Cambridge	T1 Frame Relay	1.5M	A
Pranne	T1 Frame Relay	1.5M	A
Sailsbury	ATM DS3	4M	I
District 2			
Centreville	T1 Frame Relay	1.5M	A
Denton	T1 Frame Relay	1.5M	A
Easton	T1 Frame Relay	1.5M	A
ERL	T1 Frame Relay	1.5M	A
Chestertown	T1 Frame Relay	1.5M	A
District 3			
Gaithersburg	T1 Clear Channel	1.5M	A
Laurel	T1 Clear Channel	1.5M	A
Fairland	T1 Clear Channel	1.5M	A
Marlboro	T1 Clear Channel	1.5M	A
Leonard	T1 Frame Relay	1.5M	A
LaPlata	T1 Frame Relay	1.5M	A
Greenbelt	ATM/OC3	155M	
District 4			
West Friendship	T1 Frame Relay	1.5M	A
Westminster	T1 Frame Relay	1.5M	A
Golden Ring	T1 Clear Channel	1.5M	A
Elkton	T1 Frame Relay	1.5M	A
Churchville	T1 Frame Relay	1.5M	A
Owings Mills	T1 Clear Channel	1.5M	A
Hereford	T1 Clear Channel	1.5M	A
Radio Shop	Gig Ethernet	1000M	F
Brooklandville	ATM/OC3	155M	I
District 5			
Prince Fredrick	T1 Frame Relay	1.5M	A
Glen Burnie	T1 Frame Relay	1.5M	A
Dayton	T1 Clear Channel	1.5M	A
Annapolis	ATM/OC3	155M	I
District 6			
Thurmont	T1 Frame Relay	1.5M	A
WRL	T1 Frame Relay	1.5M	A
Oakland	T1 Frame Relay	1.5M	A
Hagerstown	T1 Frame Relay	1.5M	A
Keysers Ridge	Ethernet	10M	H
Lavale	T1 Frame Relay	1.5M	A
Frostburg	T1 Frame Relay	1.5M	A
District 7			
FMTVent	Gig Ethernet	1000M	G
Lane Police	ATM/DS3	5M	I

Hansoc
End

Gig Ethernet

1000M

C,D