



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

Maximo Implementation and Support Services

CATS+ TORFP #J01B3400028

**MARYLAND DEPARTMENT OF TRANSPORTATION (MDOT)
OFFICE OF TRANSPORTATION TECHNOLOGY SERVICES
(OTTS)**

ISSUE DATE: September 23, 2013

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KEY INFORMATION SUMMARY SHEET

This CATS+ TORFP J01B3400028 is issued to obtain the services necessary to satisfy the requirements defined in Section 2 - Scope of Work. All CATS+ Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. Master Contractors choosing not to submit a proposal must submit a Master Contractor Feedback form. The form is accessible via your CATS+ Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu. In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS+ RFP issued by the Maryland Department of Information Technology (DoIT) and subsequent Master Contract Project Number 060B2490023, including any amendments.

TORFP Title:	Maximo Implementation and Support Services
TORFP Project Number	J01B3400028
Functional Area:	Functional Area 2 – Web and Internet Systems
TORFP Issue Date:	September 23, 2013
Questions Due:	October 3, 2013 at 2:00 p.m. EST
Closing Date and Time:	October 17, 2013 at 2:00 p.m. EST
TORFP Issuing Agency:	Maryland Department of Transportation– The Secretary’s Office - Office of Transportation Technology Services
Send Questions and Proposals to:	Bryan Walker, TO Procurement Officer bwalker5@mdot.state.md.us
TO Procurement Officer:	Bryan Walker E-mail: bwalker5@mdot.state.md.us Office Phone Number: 410-865-1130 Office FAX Number: 410-865-1388
TO Manager:	Brian Schade E-mail: bschade@mdot.state.md.us Office Phone Number: 410-865-1184 Office FAX Number: 410-865-1103
TO Type:	Time and Materials
Period of Performance:	June 1, 2014 through May 31, 2019 or NTP + 5 years
MBE Goal:	20%
Small Business Reserve (SBR):	No
Primary Place of Performance:	Maryland Department of Transportation 7201 Corporate Center Drive Hanover, MD 21076
State Furnish Work Site and/or Access to Equipment, Facilities or Personnel:	TO Contractor Personnel will be provided with a desk area, network connectivity, telephone, copy machine, and fax machine.
TO Pre-Proposal Conference:	There will be no Pre-proposal Meeting for this TORFP

SECTION 1 - ADMINISTRATIVE INFORMATION

1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT

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

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

1.2 TO AGREEMENT

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

1.3 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the date and exact time stated in the Key Information Summary Sheet on page four (4) of this TORFP. The date and time of submission is determined by the exact date and time of arrival in the TO Procurement Officer's e-mail box. The TO Proposal is to be submitted via e-mail, not to exceed 8 MB, as two (2) separate e-mails in MS Word format. The "subject" line in the e-mail submission shall state the TORFP #J01B3400028. The first e-mail will be the TO Proposal Technical Response to this TORFP and shall be titled, "CATS+TORFP #J01B3400028 Technical." The second e-mail will be the Financial Response to this CATS+ TORFP and shall be titled, "CATS+ TORFP #J01B3400028 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 Affidavit and Disclosure
- Attachment 5 – Labor Category Personnel Resume Summary
- Attachment 6 – Criminal Background Check Affidavit
- Attachment 10 – Non Disclosure Agreement (Offeror)
- Attachment 14 – Living Wage Affidavit of Agreement
- Attachment 15 – Iranian Certification
- Certifications (If Applicable)

NOTE: There is a file size limitation on inbound emails. Email must be no more than eight (8) megabytes and cannot contain any executable extensions. Breaking proposals into multiple emails, if multiple emails are clearly marked as such (i.e., 1 of 3, 2 of 3, 3 of 3), is acceptable.

1.4 ORAL PRESENTATIONS/INTERVIEWS

All Master Contractors and proposed staff may be required to make an oral presentation to State representatives. Significant representations made by a Master Contractor during the oral presentation shall be submitted in writing. All such representations will become part of the Master Contractor's proposal and are binding, if the Contract is awarded. The TO Manager 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, without edits, and submit all required MBE documentation (Attachment 2 - Forms D-1 and D-2) at the time of submitting the TO Proposal. **Failure of the**

Master Contractor to complete, sign, without edits, and submit all required MBE documentation at the time it submits it's TO Proposal will result in the State's rejection of the Master Contractor's TO Proposal.

Please note that the TORFP issuing agency strongly encourages the Master Contractor to include a Veteran-Owned Small Business (VOSB), and/or Service-Disabled Veteran-Owned Small Business (SDVOSB) within or in addition to the overall MBE goal noted on the Key Information Summary Sheet.

1.6 CONFLICT OF INTEREST

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

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

1.7 NON-DISCLOSURE AGREEMENT

Certain system documentation may be available for potential Offerors to review at a reading room at Maryland Department of Transportation, 7201 Corporate Center Drive, Hanover, MD 21076. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement (Offeror) in the form of Attachment 10. Please contact the TO Manager of this TORFP to schedule an appointment.

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

1.8 LIMITATION OF LIABILITY CEILING

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

1.9 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES

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

Attachment 12 is a sample of the TO Contractor Self-Reporting Checklist. DoIT will send initial checklists out to applicable TO Contractors approximately three (3) 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 (6) month intervals from the due date on the initial checklist, the TO Contractor shall update and resend the checklist to DoIT.

1.10 IRANIAN NON-INVESTMENT

A proposal submitted by an Offeror shall be accompanied by a completed Certification Regarding Investments in Iran. A copy of this Certification is included as Attachment 15 of this TORFP.

1.11 LIVING WAGE

The Master Contractor shall abide by the Living Wage requirements under Title 18, State Finance and Procurement Article, Annotated Code of Maryland and the regulations proposed by the Commissioner of Labor and Industry.

Affidavit of Agreement submitted as part of the Master Contract Agreement in accordance with the CATS+ Master Contract.

A proposal submitted by an Offeror shall be accompanied by a completed Living Wage Affidavit of Agreement. See Attachment 14 for a copy of the Living Wage Affidavit Agreement.

1.12 CHANGE ORDERS

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

1.13 TRAVEL REIMBURSEMENT

Expenses for travel performed in completing tasks for this TORFP shall be reimbursed in accordance with the CATS+ Master Contract.

1.14 QUESTIONS

All questions shall be submitted via email to the To Procurement Officer no later than the date and time indicated in the Key Information Summary Sheet. Answers applicable to all Master Contractors will be distributed to all Master Contractors who are known to have received a copy of the TORFP. Answers can be considered final and binding only when they have been answered in writing by the State.

The remainder of this page is intentionally left blank.

2.1 PURPOSE

MDOT is issuing this CATS+ TORFP to obtain onsite services for a TO Contractor to:

- Implement IBM Maximo's Enterprise Asset Management (EAM) modules and features throughout MDOT's Transportation Business Units (TBUs)
- Implement additional Maximo modules and features associated with IT Service Management (ITSM)
- Provide continual improvement to MDOT's enterprise Maximo environment
- Provide on-going application support

MDOT intends to award this task order to a Single Master Contractor that proposes a team of resources to best satisfy the TO requirements and can be considered for evaluation process.

2.2 REQUESTING AGENCY BACKGROUND

MDOT continues to consolidate multiple instances of IBM's Maximo v4.1.1 into a single enterprise level and centralized IBM Maximo v7.1.1.4 (or future version) environment with the Transportation add-on. All MDOT TBUs are utilizing this Maximo v7 enterprise environment for Tivoli Service Desk and IT Asset Management. Four of the TBUs within MDOT are utilizing Maximo v7 for EAM with efforts directed toward migrating the other TBUs and continually enhancing the product. MDOT's general philosophy is to adhere to industry best practices and maintain out-of-box functionality when at all possible.

MDOT's current Maximo production environment consists of the following:

- IBM WebSphere Application Server 6.1
- Change PMP 7.1.1.00 Build 20080502D DB Build V710-25
SRM Problem Management 7.1.0.2 Build 20081215D6 DB Build V7102-01
Service Desk Integration MEA 7.1.0.00 Build BUILD DB Build V710-14
SRM Solution 7.1.0.2 Build 20081215D6 DB Build V7102-02
SRM Incident Management 7.1.0.2 Build 20081215D6 DB Build V7102-01
Asset Management 7.1.0.0 Build 52b DB Build V7100-001
SRM Service Request Management 7.1.0.2 Build 20081215D6 DB Build V7102-02
Common PMP 7.1.1.4 Build 20090226D DB Build V710-43
Config PMP 7.1.1.00 Build 20080424D2 DB Build V710-27
Transportation 7.1.0.0 Build 20081211-1448 DB Build V7110-504
SRM Search 7.1.0.3 Build 20081215D6 DB Build V7103-03
IM TPM 7.1.1.00 Build 20090722D DB Build V710-08
IM TCM 7.1.1.00 Build 20090722D DB Build V710-03
SRM Service Desk Content - Classification 7.1.0.00 Build 20090408D DB Build V710-03
SRM Service Desk Content - Best Practices 7.1.0.00 Build 20090408D DB Build V710-49
Release PMP 7.1.1.00 Build 20090722D DB Build V710-35
SRM Service Catalog 7.1.0.3 Build 20081215D DB Build V7103-08
SRM Service Desk 7.1.0.3 Build 20081215D6 DB Build V7103-03
Base Services 7.1.1.4-LA20100407-1324 Build 20081211-0842 DB Build V7114-118
Windows Server 2003 5.2 Build 3790 Service Pack 2 OS
- Oracle 10G Database

(See attached Exhibit B for MDOT's Maximo v7 Production System Diagram)

2.3 MANAGEMENT ROLES AND RESPONSIBILITIES

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

TO Manager - The TO Manager has the primary responsibility for the management of the work performed under the TO Agreement; administration functions, including issuing written directions; ensuring compliance with the terms

and conditions of the CATS+ Master Contract; process Change Orders and, in conjunction with the selected Master Contractor, achieving on budget/on time/ on target (e.g., within scope) completion of the SOW.

TO Contractor Manager - The TO Contractor Manager will serve as first line contact with the TO Manager to regularly discuss progress of tasks, upcoming projects, historical performance, and resolve any issues that may arise pertaining to the TO Contractor staff. The TO Contractor Manager will serve as liaison between the TO Manager and the senior TO Contractor management.

MDOT Contract Management Office (CMO) – The CMO is responsible for management of the contract after award.

2.4 ORGANIZATIONAL STRUCTURE

MDOT is comprised of a total of seven TBUs with approximately 9,000 users. The TBUs include the Maryland Aviation Administration (MAA), Maryland Transportation Authority (MDTA), Maryland Port Administration (MPA), Maryland Transit Administration (MTA), Maryland Motor Vehicle Administration (MVA), State Highway Administration (SHA), and Transportation Secretary Office (TSO).

2.5 REQUIREMENTS

The TO Contractor shall be responsible for performing the services as outlined in this requirements section. MDOT will provide direction as to the projects driving these requirements and will provide the official sign-off on the work and deliverables requested.

Please note that since any herein referenced application modules, tools, and utilities are subject to manufacturer name changes, revisions, substitutions, and/or support, the TO Contractor shall be required to adapt to these changes while providing the below requirements.

ID #	Functional/Business Requirements	Deliverables as Described in Section 2.13
2.5.1	The TO Contractor shall adhere to all processes, procedures, and guidelines related to but not limited to work hours, state holidays, calling out sick, leave requests, technology and email usage, status reporting, and timekeeping.	---
2.5.2	The TO Contractor shall ensure that each identified TO Contractor personnel has a work dedicated laptop or desktop computer running the following MDOT supported software: <ul style="list-style-type: none"> • Operating System (currently Windows XP and 7) with frequently updated security patches and virus protection software • Document Management Software (currently Microsoft Office 2007 and higher) • Email Software (currently Microsoft Outlook 2007 and higher) 	---
2.5.3	With the exception of the Maximo software, the TO Contractor shall ensure that each TO Contractor personnel has all third party software and applicable licenses necessary to perform their job specific requirements for their labor category and is approved by MDOT for use.	---
2.5.4	The TO Contractor shall ensure that, when deemed necessary by MDOT, TO Contractor personnel have the equipment capable of operating a locally stored copy of MDOT's Maximo environment using virtual machine software.	---
2.5.5	The TO Contractor shall ensure that each TO Contractor personnel has a cellular phone readily available to them for work use.	---
2.5.6	The TO Contractor personnel shall provide weekly written status reports to include specific work hours per day, work progress, issues, concerns, and forward planning.	2.13.1
2.5.7	During the work being performed under this task order, the TO Contractor shall take into consideration all known Maximo related software and hardware and adapt such work as upgrades are implemented within MDOT.	N/A
2.5.8	The TO Contractor shall conduct a high-level review of MDOT's Maximo enterprise environment to gain an understanding of the current modules, features, data elements, and processes being utilized throughout the organization.	N/A
2.5.9	The TO Contractor shall provide meeting agendas and meeting minutes for all meetings	2.13.2

ID #	Functional/Business Requirements	Deliverables as Described in Section 2.13
	and working sessions held.	
2.5.10	The TO Contractor shall adhere to MDOT's Change Management process and work as directed by MDOT's Program Manager and Project Manager.	---
2.5.11	The TO Contractor shall provide Maximo related services and tasks deemed required by MDOT and deliver associated documentation such as project management plans and schedules, risk management plans, communication plans, quality management plans, and system designs in accordance with the State's System Development Life Cycle (SDLC) as detailed in Section 2.14 of this TORFP.	2.13.1 – 2.13.23
2.5.12	The TO Contractor shall conduct working sessions for each Maximo related project to review and document business processes, existing data structure and requirements, and current functionality.	2.13.18, 2.13.19, 2.13.22
2.5.13	The TO Contractor shall define and document use cases required by the business processes.	2.13.12
2.5.14	The TO Contractor shall demonstrate to end users on how their business processes are translated within Maximo and provide verbal and written recommendations on how processes can be further developed to support industry best practices.	2.13.19
2.5.15	The TO Contractor shall assist MDOT with developing, documenting, and finalizing scope of work and requirements in accordance with the identified objectives.	2.13.3, 2.13.9
2.5.16	The TO Contractor shall document a system design for each Maximo related project to include for the mapping of existing functionality such as with work orders, purchase orders, inventory, contracts, preventative maintenance, crafts, labor, and service desk.	2.13.11
2.5.17	Under the guidance of MDOT's Maximo core project team, the TO Contractor shall translate requirements and design into development and test environments, validate compliance, and allow for testing and feedback prior to the configurations being promoted into MDOT's production environment.	---
2.5.18	The TO Contractor shall perform all activities associated with application configuration, database system configuration, data migration, system and integration testing, user acceptance testing, system performance testing, and post integration support.	---
2.5.19	The TO Contractor shall develop data load scripts and utilize the Maximo Integration Framework (MIF) to migrate data from Maximo v4.1.1, or other legacy systems, into MDOT's enterprise environment.	2.13.18
2.5.20	The TO Contractor shall develop a test and evaluation plan and assist MDOT with the testing of all Maximo configurations and modifications being implemented.	2.13.16
2.5.21	The TO Contractor shall design, document, develop, implement, and support integrations between Maximo and various systems as the need is determined by MDOT.	---
2.5.22	The TO Contractor shall assist with documenting report specifications, developing reports utilizing Business Intelligence and Reporting Tools (BIRT) and Crystal, performing testing, and publishing reports.	2.13.14, 2.13.15
2.5.23	The TO Contractor shall develop all necessary training documentation such as training plans, training schedules, course outlines, work instructions and reference guides and conduct training.	2.13.17
2.5.24	The TO Contractor shall assist MDOT with developing and documenting Maximo related organizational processes, procedures, and governance models.	2.13.17, 2.13.19
2.5.25	When determined appropriate by MDOT, the TO Contractor shall obtain formal sign-off on work performed.	2.13.21
2.5.26	The TO Contractor shall provide and manage Maximo administrative and operational support and troubleshoot and resolve issues reported by end-users.	2.13.23
2.5.27	The TO Contractor's personnel shall document and track all support related issues within Maximo service tickets.	2.13.23
2.5.28	The TO Contractor shall provide on-going application support.	2.13.23
2.5.29	The TO Contractor shall provide recommendation and guidance for software maintenance patching and version upgrades.	2.13.10, 2.13.16,

ID #	Functional/Business Requirements	Deliverables as Described in Section 2.13
		2.13.22, 2.13.23
2.5.30	The TO Contractor shall install, configure, and implement Tivoli's Application Dependency Discovery Manager (TADDM) to integrate discovered data into Maximo.	2.13.1 – 2.13.23

2.6 WORK HOURS

Unless otherwise approved in advance by MDOT, the TO Contractor's assigned personnel shall work an eight-hour day, Monday through Friday, within the normal business hours determined by MDOT. The TO Contractor's personnel shall adhere to State holidays, Service Reduction days, and furlough days observed by MDOT. The TO Contractor's assigned personnel shall work no more than 40 hours a week unless otherwise agreed by MDOT. A flexible work schedule shall be used to handle any efforts outside the core hours to include overnight and weekends. Any work beyond the given parameters shall require prior approval from the TO Manager.

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 Contractor will be notified by the TO Manager of these details. In addition to the Service Reduction days and Furlough days, the Master 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.

Requests for leave shall be submitted to the TO Manager at least two weeks in advance. The TO Manager shall reserve the right to request a temporary replacement in the event leave extends longer than one consecutive week. In cases where there is insufficient coverage, a leave request may be denied.

2.7 PREMISES AND OPERATIONAL SECURITY

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

- Further, TO Contractor employees may be subject to random security checks during entry and leaving State secured areas. The State reserves the right to require TO Contractor employees to be accompanied while in secured premises.
- TO Contractor employees shall, while on State premises, display their State issued identification cards without exception.
- TO Contractor shall require its employees to follow the State of Maryland and Maryland Transportation Information Technology Security Policy and Standards throughout the term of the TO.
- The State reserves the right to request that the TO Contractor submit proof of employment authorization of non-United States Citizens, prior to commencement of work under the resulting TO.
- TO Contractor shall remove any employee from working on the resulting TO where the State of Maryland provides evidence to the TO Contractor that said employee has not adhered to the security requirements specified herein.
- Resources proposed to perform services for MAA must be capable of qualifying for and obtaining a BWI Airport Security badge to include US Customs Seal and Transportation Identifications. Resources

proposed to perform services for MDOT Port Administration (MPA) must comply with all MPA security requirements.

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

2.8 PERFORMANCE EVALUATION

TO Contractor personnel will be evaluated by the TO Manager on a yearly basis for assignments performed during that period. The established performance evaluation and standards are included as Attachment 13. Performance issues identified by the agency at any time throughout the duration of the contract are subject to the mitigation process described in Section 2.9 below.

2.9 PERFORMANCE PROBLEM MITIGATION

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

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

2.10 SUBSTITUTION OF PERSONNEL

The substitution of personnel shall comply with Section 2.9.6 of the CATS+ Master Contract

2.11 BACKUP/DISASTER RECOVERY

If determined applicable, the TO Contractor personnel provided for Maximo Application Software Support will participate in updating Disaster Recovery/Business Continuity (DR/BC) information needed for the applications supported and will also participate in DR/BC testing when necessary.

2.12 DELIVERABLE SUBMISSION PROCESS

For each written deliverable, draft and final, the TO Contractor shall submit to the TO Manager an electronic copy compatible with Microsoft Office 2007, Microsoft Project 2007 and/or Visio 2007.

Drafts of all final deliverables are required at least two (2) weeks in advance of when all final deliverables are due. Written deliverables defined as draft documents must demonstrate due diligence in meeting the scope and requirements of the associated final written deliverable. A draft written deliverable may contain limited structural errors such as poor grammar, misspellings or incorrect punctuation, but must:

- A. Be presented in a format appropriate for the subject matter and depth of discussion.
- B. Be organized in a manner that presents a logical flow of the deliverable's content.
- C. Represent factual information reasonably expected to have been known at the time of submittal.
- D. Present information that is relevant to the Section of the deliverable being discussed.
- E. Represent a significant level of completeness towards the associated final written deliverable that supports a concise final deliverable acceptance process.

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

Upon receipt of a final deliverable, the TO Manager shall commence a review of the deliverable as required to validate the completeness and quality in meeting requirements. Upon completion of validation, the TO Manager shall issue to the TO Contractor notice of acceptance or rejection of the deliverables in an Agency Acceptance of Deliverable Form (Attachment 9). In the event of rejection, the TO Contractor shall correct the identified deficiencies or non-conformities. Subsequent project tasks may not continue until deficiencies with a deliverable are rectified and accepted by the TO Manager or the TO Manager has specifically issued, in writing, a waiver for conditional continuance of project tasks. Once the State's issues have been addressed and resolutions are accepted by the TO Manager, the TO Contractor will incorporate the resolutions into the deliverable and resubmit the deliverable for acceptance. Accepted deliverables shall be invoiced within 30 days in the applicable invoice format (Reference 2.17 Invoicing).

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

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

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

2.13 DELIVERABLE DESCRIPTIONS/ACCEPTANCE CRITERIA

Below are examples of deliverables and tasks to be performed by the TO Contractor.

Please reference the State's SDLC for additional information.

ID #	Deliverable Description	Acceptance Criteria	Expected Delivery Date / Frequency
2.13.1	Weekly Status Report(s)	<p>A status report provides management with an update of the work completed or in progress during a given timeframe.</p> <p>The content of this document shall include:</p> <ul style="list-style-type: none"> • Reported work hours and work schedule • Weekly progress and accomplishments • Follow-up Activities and Responsibilities 	Each week's status report shall be provided no later than the following Tuesdays.
2.13.2	Meeting Agenda(s) and Meeting Minutes	<p>Meeting agendas provide an outline of topics to be discussed at the scheduled meeting.</p> <p>The content of this document shall include:</p> <ul style="list-style-type: none"> • Meeting title • Meeting's scheduled time • Meeting location • Meeting invitees • Topics to be discussed <p>Meeting minutes provide the topics discussed as well as recorded details and outcome.</p>	<p><u>Meeting agendas:</u> Distributed 2 or more working days prior to scheduled meetings.</p> <p><u>Meeting minutes:</u> Distributed within 2 working days following scheduled meetings.</p>

		<p>The content of this document shall include:</p> <ul style="list-style-type: none"> • Meeting title • Meeting location • Meeting attendees • Topics discussed • Details discussed for each topic • Follow-up items • Next meeting date/time 	
2.13.3	Scope Statement(s)	<p>The Project Scope Statement identifies the preliminary scope of work to be completed.</p> <p>The content of this document shall include:</p> <ul style="list-style-type: none"> • Purpose and Justification • Scope Description • High Level Requirements • Boundaries • Strategy • Deliverables • Acceptance Criteria • Constraints • Assumptions • Cost Estimates • Cost Benefit Analysis 	As required throughout the term of the task order.
2.13.4	Project Management Plan(s)	<p>The Project Management Plan details how the project will be executed, monitored, controlled, and closed.</p> <p>The content of this document shall include:</p> <ul style="list-style-type: none"> • Purpose • Requirements definition • Scope verification and control • Resource planning and management • Cost estimating, budgeting and control • Quality standards, roles and responsibility, • Quality control and assurance • Change planning • Risk planning • Procurement planning • Approval processes • Performance metrics • Assumptions • Constraints • Milestones 	As required throughout the term of the task order.
2.13.5	Work Breakdown Structure (WBS) Document(s)	<p>A work breakdown structure is a hierarchical decomposition of a project into smaller components, deliverables and work packages in order to successfully achieve the objective.</p> <p>The content of this document shall include:</p>	As required throughout the term of the task order.

		<ul style="list-style-type: none"> • Project tasks and deliverables 	
2.13.6	Project Schedule(s)	<p>A project schedule provides realistic milestones for the completion of tasks required for a project.</p> <p>The content of this document shall include:</p> <ul style="list-style-type: none"> • Tasks and deliverables • Durations (Start/Finish) • % of completion • Predecessor and successor tasks • Resources assigned • Schedule of work being performed 	As required throughout the term of the task order.
2.13.7	Quality Management Document(s)	<p>Quality Management Plan defines the acceptable level of quality and describes what steps are planned to ensure the level of quality is produced throughout the project deliverables and work processes.</p> <p>The content of this document shall include:</p> <ul style="list-style-type: none"> • Quality objectives • Project deliverables and processes to be reviewed for quality level • Quality standards • Quality controls and assurance activities • Roles and responsibilities • Tools used to track quality • Plan for reporting on quality 	As required throughout the term of the task order.
2.13.8	Communication Management Plan(s)	<p>The Communication Management Plan defines the processes required to ensure generate, collect, distribute project information to the necessary audience(s).</p> <p>The content of this document shall include:</p> <ul style="list-style-type: none"> • Communication requirements • Information collection and responsibility • Distribution channels • Communication schedule 	As required throughout the term of the task order.
2.13.9	Requirements Document(s)	<p>A requirements document is a formal statement of the capabilities and output desired. It serves as a contract for delivering and accepting products and/or services. A requirement is a condition that must be met to be declared as a satisfactory output.</p> <p>The content of this document shall include:</p> <ul style="list-style-type: none"> • Assumptions and constraints • Traceability matrix • Requirements (system, functional, operational) 	As required throughout the term of the task order.

2.13.10	Implementation and Migration Plan(s)	<p>The Implementation and Migration Plan describes how the design will be deployed, installed and transitioned into operation.</p> <p>The content of this document shall include:</p> <ul style="list-style-type: none"> • Purpose • Description of implementation • Points of contact • Major tasks • Implementation schedule • Security • Implementation support • Listing of hardware, software and facilities • Personnel • Performance monitoring • Implementation requirements • Back-out plan • Post implementation verification 	As required throughout the term of the task order.
2.13.11	System Design Document(s)	<p>The System Design Document describes the requirements, operation, architecture, database design, layouts, interfaces, etc. to be delivered.</p> <p>The content of this document shall include:</p> <ul style="list-style-type: none"> • System overview • Design constraints • Document organization • Points of contact • Project references • System architecture • Database design • Hardware/Software detailed design • System integrity controls 	As required throughout the term of the task order.
2.13.12	Use Case Document(s)	<p>A use case document provides a story of how a system is intended to be utilized to achieve a specific goal.</p> <p>The content of this document shall include:</p> <ul style="list-style-type: none"> • Actors • Flow of events • Begin and end conditions • Associated requirements • Special conditions 	As required throughout the term of the task order.
2.13.13	Risk Management Plan(s)	<p>The Risk Management Plan describes how risk management will be conducted throughout the project.</p> <p>The content of this document shall include:</p> <ul style="list-style-type: none"> • Risk management planning • Risk identification processes • Risk analysis 	As required throughout the term of the task order.

		<ul style="list-style-type: none"> • Risk response planning • Monitor and control • Activities • Roles and responsibilities • Budget • Methodology • Risk categories • Probability and impact • Reporting 	
2.13.14	BIRT and Crystal Report Specification(s)	<p>These documents provide the required analysis, parameters, capabilities, and specifications for developing reports using the BIRT and Crystal report development tools.</p> <p>The content of this document shall include:</p> <ul style="list-style-type: none"> • Requestor Information • Report Description • Report mock-up • Data grouping/order • Data selection conditions • Input parameters • SQL Query • Report formatting 	As required throughout the term of the task order.
2.13.15	BIRT and Crystal Report(s)	<p>These reports are developed from the report specifications using the BIRT or Crystal report development tools.</p>	As required throughout the term of the task order.
2.13.16	Test and Evaluation Plan(s)	<p>The Test and Evaluation Plan is a document which details a systematic approach for testing a system or product.</p> <p>The content of this document shall include:</p> <ul style="list-style-type: none"> • Test analysis • Hardware/Software findings • Capabilities • Deficiencies • Recommendations 	As required throughout the term of the task order.
2.13.17	Training Plan(s) and Training Material(s)	<p>A Training Plan is for outlining the objectives, requirements, strategy, and curriculum to be used when providing training.</p> <p>The content of this document shall include:</p> <ul style="list-style-type: none"> • Points of contact • Document organization • Project references • Security • Requirements traceability • Training methodology • Needs and skills analysis • Training environment • Testing and evaluation 	As required throughout the term of the task order.

		<ul style="list-style-type: none"> Resources and facilities Schedules Training curriculum 	
2.13.18	Data Mapping and Scripting Document(s)	<p>Data mapping documents are created for the process of mapping data between two distinct data models (source and destination).</p> <p>The content of this document shall include:</p> <ul style="list-style-type: none"> Source input definition Target/output details Business and data transformation rules Data quality requirements 	As required throughout the term of the task order.
2.13.19	Business Process Document(s)	<p>This documentation provides a sequence of activities necessary to perform specific business services or products and helps to standardize procedures and establish best practices.</p> <p>The content of this document shall include:</p> <ul style="list-style-type: none"> Process name and assigned ownership Defined process boundaries Process flow Control points and measurements 	As required throughout the term of the task order.
2.13.20	Issues Identification and Tracking Document(s)	<p>This document serves as a repository for recording, updating, and tracking issues. This document is mainly used during post go-live support and provides the ability to easily communicate the identified issues and their statuses.</p> <p>The content of this document shall include:</p> <ul style="list-style-type: none"> Issue summary Issue details Open date Due date Status Priority Resolution Notes 	As required throughout the term of the task order.
2.13.21	Project Sign-off Document(s)	<p>The purpose of a project sign-off document is to record and detail formal acceptance and close-out of a project.</p> <p>The content of this document shall include:</p> <ul style="list-style-type: none"> Project name Start date Completion date Project Goal Project Deliverables Statement of Acceptance 	As required throughout the term of the task order.

		<ul style="list-style-type: none"> • Project Manager’s name and signature • Project Sponsor’s name and signature 	
2.13.22	Assessment Document(s)	<p>Assessment documents are for the purpose of conveying the current state what is being evaluated.</p> <p>The content of this document shall include:</p> <ul style="list-style-type: none"> • Description of what is being assessed • Analysis and discoveries • Recommendations (improvement opportunity) • Impact • Current performance level 	As required throughout the term of the task order.
2.13.23	Completed and Closed Service Tickets	<p>Services tickets are a representation of issues needing resolution or work being requested. Once the work is successfully completed, the service ticket is logged with resolution information/details and the status is updated accordingly (‘Resolved’, ‘Completed’, and/or ‘Closed’).</p> <p>A service ticket comprises of the following information:</p> <ul style="list-style-type: none"> • Ticket id • Reported by person • Affected person • Ticket summary • Ticket detail • Status • Priority • Organization/site/location of event 	As required throughout the term of the task order.

Under the direction of MDOT, the TO Contractor shall be responsible for generating all Project Management and SDLC documentation. Such documentation will be reviewed and approved by MDOT.

2.14 REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES

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

- A. The State of Maryland SDLC methodology
- B. The State of Maryland Information Technology Security Policies
- C. The State of Maryland Information Technology Project Oversight
- D. The State of Maryland Enterprise Architecture
- E. Information Technology Infrastructure Library (ITIL) Framework

The TO Contractor shall follow the project management methodologies that are consistent with the Project Management Institute’s Project Management Body of Knowledge Guide. TO Contractor’s staff and subcontractors are to follow a consistent methodology for all TO activities.

2.15 TO CONTRACTOR PERSONNEL MINIMUM QUALIFICATION

The TO Contractor's proposed team of personnel shall collectively have the following minimum qualifications working within Maximo's currently supported versions:

A. Four (4) years' experience in:

- Implementing and enhancing functionality for Maximo v7 Enterprise Asset Management (EAM) modules
- Implementing and enhancing functionality for IT Service Management (ITSM) modules such as Service Desk, Change, Configuration and Release
- Working with Maximo applications associated with IT/EAM Service Management, Asset Management, Work Management, Contract Management, Inventory Management, and Procurement Management.
- Designing and planning migrations
- Mapping and migrating data from previous versions and tailoring implementations
- Incorporating best practices to analyze, design and configure Maximo
- Working with SQL, PL/SQL, and script development
- Documenting report specifications, developing reports and testing reports
- Integrating various systems with Maximo
- Supporting the application and troubleshooting issues
- Installing, configuring and implementing discovery tools (preferably Tivoli's Application Dependency Discovery Manager (TADDM)) for managing services and dependencies on the network

B. Two (2) years' experience in:

- Working with product setup with multi-sites and multi-organizations
- Writing reports utilizing BIRT or IBM's current report development tool
- Migrating data into Maximo utilizing the MIF (or IBM's current migration utility) and validating work from Maximo's front-end

The TO Contractor's personnel shall be required to meet any changes in minimum qualifications as a result of referenced application modules, tools, and utilities being changed in name, functionality or substituted with another product.

2.16 TO CONTRACTOR EXPERTISE REQUIRED

The TO Contractor shall have a minimum of three (3) years' experience in providing the necessary services and personnel required to successfully complete Maximo related work requirements and produce high quality deliverables as 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.

2.17 INVOICING

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS+ Master Contract. Proper invoices for payment shall contain the TO Contractor's Federal Tax Identification Number, as well as the information described below, and must be submitted to the TO Manager for payment approval. Payment of invoices will be withheld if any required documentation is not submitted including without limitation a signed Acceptance of Deliverable Form (Attachment 9).

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

2.18 INVOICE SUBMISSION PROCEDURE

This procedure consists of the following requirements and steps:

- C. A proper invoice shall identify the MDOT as the TO Requesting Agency, deliverable description, associated TO Agreement number, date of invoice, period of performance covered by the invoice, and a TO Contractor point of contact with telephone number.

- D. Prior to MDOT processing invoices for payment, the TO Contractor shall be required to provide a copy of all personnel status reports which support the hours invoiced.
- E. The TO Contractor shall send the original of each invoice and supporting documentation (itemized billing reference for employees and any subcontractor and signed Agency Acceptance of Deliverable form – Attachment 9, for each deliverable being invoiced) submitted for payment to the Maryland Department of Transportation at the following address:
 - MDOT Logistics and Financial Services
 - Attn: Bill Bryant
 - MDOT/OTTS
 - Maryland Department of Transportation
 - One Orchard Road, Room 416
 - Glen Burnie, MD 21060
- F. Invoices for final payment shall be clearly marked as “FINAL” and submitted when all work requirements have been completed and no further charges are to be incurred under the TO Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.

2.19 MBE PARTICIPATION REPORTS

Monthly reporting of MBE participation is required in accordance with the terms and conditions of the CATS+ Master Contract by the 10th day of each month. Subcontractor reporting shall be sent directly from the subcontractor to MDOT. The MDOT will monitor both the TO Contractor’s efforts to achieve the MBE participation goal and compliance with reporting requirements. The TO Contractor shall email all completed forms, copies of invoices and checks paid to the MBE directly to the TO Manager.

SECTION 3 – TO PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1 REQUIRED RESPONSE

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

3.2 FORMAT

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

3.2.1 TECHNICAL PROPOSAL

A. Proposed Services

- 1) Executive Summary: A high level overview of the Master Contractor's understanding of the background, purpose, and objectives of the TORFP. The Executive Summary shall summarize the Master Contractor's capabilities and experience, and summarize the proposed methodology and solution for achieving the objectives of the TORFP.
- 2) Proposed Solution: A detailed narrative of the Master Contractor's proposed methodology and solution for completing the requirements and deliverables in Section 2 - Scope of Work.
- 3) Sample Work Breakdown Structure (WBS): A matrix or table that shows a breakdown of the tasks derived from the requirements in Section 2 – Scope of Work for implementing Maximo EAM over from an older version of Maximo into an upgraded version. The WBS should reflect the chronology of tasks without assigning specific time frames or start / completion dates. The WBS may include tasks to be performed by the State or third parties as appropriate, for example, independent quality assurance tasks.
- 4) Draft Risk Assessment: Identification and prioritization of risks inherent in meeting the requirements in Section 2 - Scope of Work. Includes a description of strategies to mitigate risks. If the Risk Assessment appears as a deliverable in Section 2 – Scope of Work, that version will be a final version. Any subsequent versions should be approved through a formal configuration or change management process.
- 5) Assumptions: A description of any assumptions formed by the Master Contractor in developing the Technical Proposal. Master Contractors should avoid assumptions that counter or constitute exceptions to TORFP terms and conditions.
- 6) Proposed Tools: A description of any tools, for example hardware and/or software applications that will be used to facilitate the work.

B. Proposed Personnel

- 1) Identify and provide Attachment 5 – Labor Category Personnel Resume Summary for all proposed personnel by labor category. Attachment 5 should feature prominently the proposed personnel's skills and experience as they relate to the Master Contractor's proposed solution and Section 2 – Scope of Work.
- 2) Documentation that all proposed personnel meet the minimum required qualifications and possess the required certifications in accordance to Section 2.15.
- 3) Provide the names and titles of the Master Contractor's management staff who will supervise the personnel and quality of services rendered under this TO Agreement.

C. MBE Participation

Submit completed MBE documents Attachment 2 - Forms D-1 and D-2.

D. Subcontractors

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

E. Master Contractor and Subcontractor Experience and Capabilities

- 1) Provide up to three (3) examples of projects or contracts the Master Contractor has completed that were similar to Section 2 - Scope of Work. Each example must include contact information for the client organization complete with the following:
 - a) Name of organization.
 - b) Point of contact name, title, and telephone number
 - c) Services provided as they relate to Section 2 - Scope of Work.
 - d) Start and end dates (Include: MM/YY – MM/YY; Example: 06/11 – 08/12) for each example project or contract.
 - e) Whether the proposed personnel are still providing these services and, if not, an explanation of why services are no longer being 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 (5) years with any 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 (Include: MM/YY – MM/YY; Example: 06/11 – 08/12),
 - e) Whether the contract was terminated before the original expiration date,
 - f) Whether any renewal options were not exercised,
 - g) The State employee contact person (name, title, telephone number and e-mail address).

(Note: State of Maryland experience can be included as part of section 3.2.1.E.1 above as project and contract experience. State of Maryland experience is neither required nor given more weight in proposal evaluations.)

F. Proposed Facility

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

G. State Assistance

Provide an estimate of expectation concerning participation by State personnel.

H. Confidentiality

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

3.2.2 FINANCIAL RESPONSE

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

SECTION 4 - TASK ORDER AWARD PROCESS

4.1 OVERVIEW

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

4.2 TECHNICAL PROPOSAL EVALUATION CRITERIA

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

- A. The qualifications and experience of the Master Contractor's proposed personnel performing the duties and responsibilities required in Section 2.
- B. The Master Contractor's understanding of the work to be accomplished.
- C. Satisfactory past performance on engagements provided as reference accounts in the Technical Proposal.
- D. Quality of Master Contractor proposal responses to Proposed Services and Proposed Personnel Sections.

4.3 SELECTION PROCEDURES

- A. TO Proposals will be assessed throughout the evaluation process for compliance with the minimum personnel qualifications in Section 2.15 and quality of responses to Section 3.2.1 of the TORFP. TO Proposals deemed technically qualified will have their financial proposal considered. All others will be deemed not reasonably susceptible to award and will receive an e-mail notice from the TO Procurement Officer of not being selected to perform the work.
- B. The State will conduct interviews of personnel proposed in each TO Proposal that meets minimum qualifications.
- C. Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.
- D. The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment. In making this selection, technical merit has greater weight over 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 Manager. (See Attachment 7 - Notice to Proceed sample)

ATTACHMENT 1 – PRICE PROPOSAL

PRICE PROPOSAL (TIME AND MATERIALS) FOR CATS+ TORFP #J01B3400028

All labor rates proposed by the CATS+ Master Contractors must be fully loaded hourly rates, and rates shall be valid for 120 days as defined in the Master Contract. This form shall not be altered

TO Term 1 – June 1, 2014 – April 21, 2015 (Year 2 Master Contract rates apply on this form)

	A	B	C
Categories Master Contractors to insert corresponding labor category and hourly labor rate in accordance with the labor categories and requirements of the CATS PLUS Master Contract.	Fully Loaded Hourly Labor Rate	Total Hours (For Evaluation Purposes Only) The state does not guarantee the use of all estimated hours proposed.	Total Proposed CATS PLUS TORFP Price
Maximo Implementation Consultant - #1 (Insert CATS+ Labor Category)	\$	1,750	\$
Maximo Implementation Consultant - #2 (Insert CATS+ Labor Category)	\$	875	\$
Maximo Developer (Insert CATS+ Labor Category)	\$	1,750	\$
Maximo Hardware/Systems Administrator (Insert CATS+ Labor Category)	\$	1,750	\$
Maximo System Administrator (Insert CATS+ Labor Category)	\$	1,750	\$
Maximo Technical Consultant (Insert CATS+ Labor Category)	\$	1,312	\$
Maximo Functional Consultant (Insert CATS+ Labor Category)	\$	656	\$
Maximo Systems Integration Consultant (Insert CATS+ Labor Category)	\$	1,750	\$
Maximo Dataloading/Data Migration Consultant (Insert CATS+ Labor Category)	\$	1,312	\$
Maximo BIRT and Crystal Reports Developer (Insert CATS+ Labor Category)	\$	875	\$
Maximo Training Consultant (Insert CATS+ Labor Category)	\$	875	\$
TOTAL TASK ORDER COST – Term 1:			\$

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

SUBMIT WITH THE FINANCIAL RESPONSE

TO Term 2 – April 22, 2015 – April 21, 2016 (Year 3 Master Contract rates apply on this form)

Categories Master Contractors to insert corresponding labor category and hourly labor rate in accordance with the labor categories and requirements of the CATS PLUS Master Contract.	A	B	C
	Fully Loaded Hourly Labor Rate	Total Hours <i>(For Evaluation Purposes Only)</i> The state does not guarantee the use of all estimated hours proposed.	Total Proposed CATS PLUS TORFP Price
Maximo Implementation Consultant - #1 (Insert CATS+ Labor Category)	\$	2,000	\$
Maximo Implementation Consultant - #2 (Insert CATS+ Labor Category)	\$	1,000	\$
Maximo Developer (Insert CATS+ Labor Category)	\$	2,000	\$
Maximo Hardware/Systems Administrator (Insert CATS+ Labor Category)	\$	2,000	\$
Maximo System Administrator (Insert CATS+ Labor Category)	\$	2,000	\$
Maximo Technical Consultant (Insert CATS+ Labor Category)	\$	1,500	\$
Maximo Functional Consultant (Insert CATS+ Labor Category)	\$	750	\$
Maximo Systems Integration Consultant (Insert CATS+ Labor Category)	\$	2,000	\$
Maximo Dataloading/Data Migration Consultant (Insert CATS+ Labor Category)	\$	1,500	\$
Maximo BIRT and Crystal Reports Developer (Insert CATS+ Labor Category)	\$	1,000	\$
Maximo Training Consultant (Insert CATS+ Labor Category)	\$	1,000	\$
TOTAL TASK ORDER COST – Term 2:			\$

SUBMIT WITH THE FINANCIAL RESPONSE

TO Term 3 – April 22, 2016 – April 21, 2017 (Year 4 Master Contract rates apply on this form)

Categories Master Contractors to insert corresponding labor category and hourly labor rate in accordance with the labor categories and requirements of the CATS PLUS Master Contract.	A	B	C
	Fully Loaded Hourly Labor Rate	Total Hours (For Evaluation Purposes Only) The state does not guarantee the use of all estimated hours proposed.	Total Proposed CATS PLUS TORFP Price
Maximo Implementation Consultant - #1 (Insert CATS+ Labor Category)	\$	2,000	\$
Maximo Implementation Consultant - #2 (Insert CATS+ Labor Category)	\$	1,000	\$
Maximo Developer (Insert CATS+ Labor Category)	\$	2,000	\$
Maximo Hardware/Systems Administrator (Insert CATS+ Labor Category)	\$	2,000	\$
Maximo System Administrator (Insert CATS+ Labor Category)	\$	2,000	\$
Maximo Technical Consultant (Insert CATS+ Labor Category)	\$	1,500	\$
Maximo Functional Consultant (Insert CATS+ Labor Category)	\$	750	\$
Maximo Systems Integration Consultant (Insert CATS+ Labor Category)	\$	2,000	\$
Maximo Dataloading/Data Migration Consultant (Insert CATS+ Labor Category)	\$	1,500	\$
Maximo BIRT and Crystal Reports Developer (Insert CATS+ Labor Category)	\$	1,000	\$
Maximo Training Consultant (Insert CATS+ Labor Category)	\$	1,000	\$
TOTAL TASK ORDER COST – Term 3:			\$

SUBMIT WITH THE FINANCIAL RESPONSE

TO Term 4 – April 22, 2017 – April 21, 2018 (Year 5 Master Contract rates apply on this form)

Categories Master Contractors to insert corresponding labor category and hourly labor rate in accordance with the labor categories and requirements of the CATS PLUS Master Contract.	A	B	C
	Fully Loaded Hourly Labor Rate	Total Hours (For Evaluation Purposes Only) The state does not guarantee the use of all estimated hours proposed.	Total Proposed CATS PLUS TORFP Price
Maximo Implementation Consultant - #1 (Insert CATS+ Labor Category)	\$	2,000	\$
Maximo Implementation Consultant - #2 (Insert CATS+ Labor Category)	\$	1,000	\$
Maximo Developer (Insert CATS+ Labor Category)	\$	2,000	\$
Maximo Hardware/Systems Administrator (Insert CATS+ Labor Category)	\$	2,000	\$
Maximo System Administrator (Insert CATS+ Labor Category)	\$	2,000	\$
Maximo Technical Consultant (Insert CATS+ Labor Category)	\$	1,500	\$
Maximo Functional Consultant (Insert CATS+ Labor Category)	\$	750	\$
Maximo Systems Integration Consultant (Insert CATS+ Labor Category)	\$	2,000	\$
Maximo Dataloading/Data Migration Consultant (Insert CATS+ Labor Category)	\$	1,500	\$
Maximo BIRT and Crystal Reports Developer (Insert CATS+ Labor Category)	\$	1,000	\$
Maximo Training Consultant (Insert CATS+ Labor Category)	\$	1,000	\$
TOTAL TASK ORDER COST – Term 4:			\$

SUBMIT WITH THE FINANCIAL RESPONSE

TO Term 5 – April 22, 2018 – April 21, 2019 (Year 6 Master Contract rates apply on this form)

Categories Master Contractors to insert corresponding labor category and hourly labor rate in accordance with the labor categories and requirements of the CATS PLUS Master Contract.	A	B	C
	Fully Loaded Hourly Labor Rate	Total Hours (For Evaluation Purposes Only) The state does not guarantee the use of all estimated hours proposed.	Total Proposed CATS PLUS TORFP Price
Maximo Implementation Consultant - #1 (Insert CATS+ Labor Category)	\$	2,000	\$
Maximo Implementation Consultant - #2 (Insert CATS+ Labor Category)	\$	1,000	\$
Maximo Developer (Insert CATS+ Labor Category)	\$	2,000	\$
Maximo Hardware/Systems Administrator (Insert CATS+ Labor Category)	\$	2,000	\$
Maximo System Administrator (Insert CATS+ Labor Category)	\$	2,000	\$
Maximo Technical Consultant (Insert CATS+ Labor Category)	\$	1,500	\$
Maximo Functional Consultant (Insert CATS+ Labor Category)	\$	750	\$
Maximo Systems Integration Consultant (Insert CATS+ Labor Category)	\$	2,000	\$
Maximo Dataloading/Data Migration Consultant (Insert CATS+ Labor Category)	\$	1,500	\$
Maximo BIRT and Crystal Reports Developer (Insert CATS+ Labor Category)	\$	1,000	\$
Maximo Training Consultant (Insert CATS+ Labor Category)	\$	1,000	\$
TOTAL TASK ORDER COST – Term 5:			\$

SUBMIT WITH THE FINANCIAL RESPONSE

TO Term 6 – April 22, 2019 – May 31, 2019 (Year 7 Master Contract rates apply on this form)

Categories Master Contractors to insert corresponding labor category and hourly labor rate in accordance with the labor categories and requirements of the CATS PLUS Master Contract.	A	B	C
	Fully Loaded Hourly Labor Rate	Total Hours (For Evaluation Purposes Only) The state does not guarantee the use of all estimated hours proposed.	Total Proposed CATS PLUS TORFP Price
Maximo Implementation Consultant - #1 (Insert CATS+ Labor Category)	\$	250	\$
Maximo Implementation Consultant - #2 (Insert CATS+ Labor Category)	\$	125	\$
Maximo Developer (Insert CATS+ Labor Category)	\$	250	\$
Maximo Hardware/Systems Administrator (Insert CATS+ Labor Category)	\$	250	\$
Maximo System Administrator (Insert CATS+ Labor Category)	\$	250	\$
Maximo Technical Consultant (Insert CATS+ Labor Category)	\$	188	\$
Maximo Functional Consultant (Insert CATS+ Labor Category)	\$	94	\$
Maximo Systems Integration Consultant (Insert CATS+ Labor Category)	\$	250	\$
Maximo Dataloading/Data Migration Consultant (Insert CATS+ Labor Category)	\$	188	\$
Maximo BIRT and Crystal Reports Developer (Insert CATS+ Labor Category)	\$	125	\$
Maximo Training Consultant (Insert CATS+ Labor Category)	\$	125	\$
TOTAL TASK ORDER COST – Term 6:			\$
TOTAL TASK ORDER COST TERM 1 THROUGH 6 June 1, 2014 – May 31, 2019			\$

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 shall include all direct and indirect costs including all travel costs and profit for the Master Contractor to perform under the TO Agreement.

SUBMIT AS A .PDF FILE WITH THE FINANCIAL RESPONSE

ATTACHMENT 2
MDOT MBE FORM D-1
STATE-FUNDED CONTRACTS
CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION
AFFIDAVIT
PAGE 1 OF 2

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

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

1. MBE Participation (PLEASE CHECK ONLY ONE)

I have met the overall certified Minority Business Enterprise (MBE) participation goal of _____ percent (_____ %) and the following subgoals, if applicable:

- _____ percent (_____ %) for African American-owned MBE firms
- _____ percent (_____ %) for Hispanic American-owned MBE firms
- _____ percent (_____ %) for Asian American-owned MBE firms
- _____ percent (_____ %) for Women-owned MBE firms

I agree that these percentages of the total dollar amount of the Contract, for the MBE goal and subgoals (if any), will be performed by certified MBE firms as set forth in the MBE Participation Schedule - Part 2 of the MDOT MBE Form D-2 (State-Funded Contracts).

OR

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

2. Additional MBE Documentation

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

- (a) Outreach Efforts Compliance Statement (MDOT MBE Form D-3 - State-Funded Contracts);
- (b) Subcontractor Project Participation Statement (MDOT MBE Form D-2 - State-Funded Contracts);
- (c) MBE Waiver Request documentation per COMAR 21.11.03.11 (if waiver was requested); and
- (d) Any other documentation required by the Procurement Officer to ascertain bidder's responsibility/ offeror's susceptibility of being selected for award in connection with the certified MBE participation goal and subgoals, if any.

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

Attachment 2
MDOT MBE FORM D-1
STATE-FUNDED CONTRACTS
CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION
AFFIDAVIT
PAGE 2 OF 2

3. Information Provided to MBE firms

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

4. Products and Services Provided by MBE firms

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

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

Company Name

Signature of Representative

Address

Printed Name and Title

City, State and Zip Code

Date

Attachment 2
MDOT MBE FORM D-2
STATE-FUNDED CONTRACTS
MBE PARTICIPATION SCHEDULE

PART 1 – INSTRUCTIONS FOR MBE PARTICIPATION SCHEDULE

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

PAGE 1 OF 3

***** STOP *****

FORM INSTRUCTIONS

PLEASE READ BEFORE COMPLETING THIS FORM

1. Please refer to the Maryland Department of Transportation (MDOT) MBE Directory at www.mdot.state.md.us to determine if a firm is certified for the appropriate North American Industry Classification System (“NAICS”) Code **and** the product/services description (specific product that a firm is certified to provide or specific areas of work that a firm is certified to perform). For more general information about NAICS, please visit www.naics.com. Only those specific products and/or services for which a firm is certified in the MDOT Directory can be used for purposes of achieving the MBE participation goals.
2. In order to be counted for purposes of achieving the MBE participation goals, the firm must be certified for that specific NAICS (“MBE” for State-funded projects designation after NAICS Code). **WARNING:** If the firm’s NAICS Code is in **graduated status**, such services/products **will not be counted** for purposes of achieving the MBE participation goals. Graduated status is clearly identified in the MDOT Directory (such graduated codes are designated with the word graduated after the appropriate NAICS Code).
3. Examining the NAICS Code is the **first step** in determining whether an MBE firm is certified and eligible to receive MBE participation credit for the specific products/services to be supplied or performed under the contract. The **second step** is to determine whether a firm’s Products/Services Description in the MBE Directory includes the products to be supplied and/or services to be performed that are being used to achieve the MBE participation goals.
4. If you have any questions as to whether a firm is certified to perform the specific services or provide specific products, please contact MDOT’s Office of Minority Business Enterprise at 1-800-544-6056 or via email at mbe@mdot.state.md.us.
5. The Contractor’s subcontractors are considered second-tier subcontractors. Third-tier contracting used to meet an MBE goal is to be considered the exception and not the rule. The following two conditions must be met before MDOT, its Modal Administrations and the Maryland Transportation Authority may approve a third-tier contracting agreement: (a) the bidder/offeror must request in writing approval of each third-tier contract arrangement, and (b) the request must contain specifics as to why a third-tier contracting arrangement should be approved. These documents must be submitted with the bid/proposal in Part 2 of this MBE Participation Schedule.

Attachment 2
MDOT MBE FORM D-2
STATE-FUNDED CONTRACTS
MBE PARTICIPATION SCHEDULE

PART 1 – INSTRUCTIONS FOR MBE PARTICIPATION SCHEDULE

PAGE 2 OF 3

6. For each MBE firm that is being used as a supplier/wholesaler/regular dealer/broker/manufacturer, please follow these instructions for calculating the **amount of the subcontract for purposes of achieving the MBE participation goals**:
- A. Is the firm certified as a broker of the products/supplies? If the answer is YES, please continue to Item C. If the answer is NO, please continue to Item B.
 - B. Is the firm certified as a supplier, wholesaler, regular dealer, or manufacturer of such products/supplies? If the answer is YES, continue to Item D. If the answer is NO, continue to Item C only if the MBE firm is certified to perform trucking/hauling services under NAICS Codes 484110, 484121, 484122, 484210, 484220 and 484230. If the answer is NO and the firm is not certified under these NAICS Codes, then no MBE participation credit will be given for the supply of these products.
 - C. For purposes of achieving the MBE participation goal, you may count only the amount of any reasonable fee that the MBE firm will receive for the provision of such products/supplies - not the total subcontract amount or the value (or a percentage thereof) of such products and/or supplies. For Column 3 of the MBE Participation Schedule, please divide the amount of any reasonable fee that the MBE firm will receive for the provision of such products/services by the total Contract value and insert the percentage in Line 3.1.
 - D. Is the firm certified as a manufacturer (refer to the firm's NAICS Code and specific description of products/services) of the products/supplies to be provided? If the answer is NO, please continue to Item E. If the answer is YES, for purposes of achieving the MBE participation goal, you may count the total amount of the subcontract. For Column 3 of the MBE Participation Schedule, please divide the total amount of the subcontract by the total Contract value and insert the percentage in Line 3.1.
 - E. Is the firm certified as a supplier, wholesaler and/or regular dealer? If the answer is YES and the MBE firm is furnishing and installing the materials and is certified to perform these services, please divide the total subcontract amount (including full value of supplies) by the total Contract value and insert the percentage in Line 3.1. If the answer is YES and the MBE firm is only being used as a supplier, wholesaler and/or regular dealer or is not certified to install the supplies/materials, for purposes of achieving the MBE participation goal, you may only count sixty percent (60%) of the value of the subcontract for these supplies/products (60% Rule). To apply the 60% Rule, first divide the amount of the subcontract for these supplies/products only (not installation) by the total Contract value. Then, multiply the result by sixty percent (60%) and insert the percentage in Line 3.2.

Attachment 2
MDOT MBE FORM D-2
STATE-FUNDED CONTRACTS
MBE PARTICIPATION SCHEDULE

PART 1 – INSTRUCTIONS FOR MBE PARTICIPATION SCHEDULE

PAGE 3 OF 3

7. For each MBE firm that **is not** being used as a supplier/wholesaler/regular dealer/broker/manufacturer, to calculate the **amount of the subcontract for purposes of achieving the MBE participation goals**, divide the total amount of the subcontract by the total Contract value and insert the percentage in Line 3.1.

Example: \$ 2,500 (Total Subcontract Amount) ÷ \$10,000 (Total Contract Value) x 100 = 25%

8. **WARNING:** The percentage of MBE participation, computed using the percentage amounts in Column 3 for all of the MBE firms listed in Part 2, **MUST** at least equal the MBE participation goal **and** subgoals (if applicable) as set forth in MDOT MBE Form A – State-Funded Contracts for this solicitation. If a bidder/offeror is unable to achieve the MBE participation goal and/or any subgoals (if applicable), then the bidder/offeror must request a waiver in Form A or the bid will be deemed not responsive, or the proposal not susceptible of being selected for award. You may wish to use the Goal/Subgoal Worksheet shown below to assist you in calculating the percentages and confirming that you have met the applicable MBE participation goal and subgoals (if any).

GOAL/SUBGOAL WORKSHEET	
Total African American Firm Participation (Add percentages listed for African American-Owned Firms in Column 3 of MBE Participation Schedule)	(A) _____%
Total Hispanic American Firm Participation (Add percentages listed for Hispanic American-Owned Firms in Column 3 of MBE Participation Schedule)	(B) _____%
Total Asian American Firm Participation (Add percentages listed for Asian American-Owned Firms in Column 3 of MBE Participation Schedule)	(C) _____%
Total Women-Owned Firm Participation (Add percentages listed for Women-Owned Firms in Column 3 of MBE Participation Schedule)	(D) _____%
Total for all other MBE Firms (Add percentages for firms listed as Other MBE Classification in Column 3 of the MBE Participation Schedule)	(E) _____%
Total MBE Firm Participation (Add percentages listed for all MBE Firms in Column 3 of MBE Participation Schedule)	(F) _____%
The percentage amount in Box F should be equal to the sum of the percentage amounts in Boxes A through E.	

Attachment 2
MDOT MBE FORM D-2
STATE-FUNDED CONTRACTS
MBE PARTICIPATION SCHEDULE
PART 2 – MBE PARTICIPATION SCHEDULE

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

PAGE ___ OF ___

Prime Contractor	Project Description	SOLICITATION NUMBER

LIST INFORMATION FOR EACH CERTIFIED MBE SUBCONTRACTOR YOU AGREE TO USE TO ACHIEVE THE MBE PARTICIPATION GOAL AND SUBGOALS, IF ANY.

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

Please check if Continuation Sheets are attached.

Attachment 2
MDOT MBE FORM D-2
STATE-FUNDED CONTRACTS
MBE PARTICIPATION SCHEDULE
CONTINUATION SHEET

PAGE ___ OF ___

Prime Contractor	Project Description	SOLICITATION NUMBER

LIST INFORMATION FOR EACH CERTIFIED MBE SUBCONTRACTOR YOU AGREE TO USE TO ACHIEVE THE MBE PARTICIPATION GOAL AND SUBGOALS, IF ANY.

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

Please check if Continuation Sheets are attached.

Attachment 2
MDOT MBE FORM D-2
STATE-FUNDED CONTRACTS
MBE PARTICIPATION SCHEDULE

PART 3 – CERTIFICATION FOR MBE PARTICIPATION SCHEDULE

PARTS 2 AND 3 MUST BE INCLUDED WITH THE BID/PROPOSAL
AS DIRECTED IN THE INVITATION TO BID/ REQUEST FOR PROPOSALS.

I hereby affirm that I have reviewed the Products and Services Description (specific product that a firm is certified to provide or areas of work that a firm is certified to perform) set forth in the MDOT MBE Directory for each of the MBE firms listed in Part 2 of this MBE Form D-2 for purposes of achieving the MBE participation goals and subgoals that were identified in the MBE Form A that I submitted with this solicitation, and that the MBE firms listed are only performing those products/services/areas of work for which they are certified. I also hereby affirm that I have read and understand the form instructions set forth in Part 1 of this MBE Form D-2.

The undersigned Prime Contractor hereby certifies and agrees that they have fully complied with the State Minority Business Enterprise law, State Finance and Procurement Article §14-308(a)(2), Annotated Code of Maryland which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a bid or proposal and:

- (1) fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority business enterprise in its bid or proposal;
- (2) fail to notify the certified minority business enterprise before execution of the contract of its inclusion of the bid or proposal;
- (3) fail to use the certified minority business enterprise in the performance of the contract; or
- (4) pay the certified minority business enterprise solely for the use of its name in the bid or proposal.

I solemnly affirm under the penalties of perjury that the contents of Parts 2 and 3 of MDOT MBE Form D-2 are true to the best of my knowledge, information and belief.

Company Name Signature of Representative

Address Printed Name and Title

City, State and Zip Code Date

Attachment 2
MDOT MBE FORM D-3
STATE-FUNDED CONTRACTS
OUTREACH EFFORTS COMPLIANCE STATEMENT

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

1. Bidder/Offeror took the following efforts to identify subcontracting opportunities in these specific work categories:

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

3. Bidder/Offeror made the following attempts to personally contact the solicited MBE firms:

4. Please Check One:

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

5. Please Check One:

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

Company Name

Signature of Representative

Address

Printed Name and Title

City, State and Zip Code

Date

Attachment 2
MDOT MBE FORM D-4
STATE-FUNDED CONTRACTS
MBE SUBCONTRACTOR PROJECT PARTICIPATION AFFIDAVIT

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

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

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

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

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

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

This form is to be completed monthly by the prime contractor.

ATTACHMENT 2 –MDOT MBE FORM D-5
MBE Prime Contractor Paid/Unpaid MBE Invoice Report
Maryland Department of Information Technology
Minority Business Enterprise Participation
Prime Contractor Paid/Unpaid MBE Invoice Report

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

Prime Contractor:		Contact Person:	
Address:			
City:		State:	ZIP:
Phone:	FAX: Email:		
Subcontractor Name:		Contact Person:	
Phone:	FAX:		

Subcontractor Services Provided:																																	
List all payments made to MBE subcontractor named above during this reporting period: <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 20%;">Invoice#</th> <th style="width: 15%;">Amount</th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> </tbody> </table> Total Dollars Paid: \$ _____			Invoice#	Amount	1.			2.			3.			4.			List dates and amounts of any outstanding invoices: <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 20%;">Invoice #</th> <th style="width: 15%;">Amount</th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> </tbody> </table> Total Dollars Unpaid: \$ _____			Invoice #	Amount	1.			2.			3.			4.		
	Invoice#	Amount																															
1.																																	
2.																																	
3.																																	
4.																																	
	Invoice #	Amount																															
1.																																	
2.																																	
3.																																	
4.																																	

****If more than one MBE subcontractor is used for this contract, you must use separate D-5 forms.**
****Return one copy (hard or electronic) of this form to the following addresses (electronic copy with signature and date is preferred):**

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

SUBMIT AS INSTRUCTED IN TORFP.

ATTACHMENT 2 – MDOT MBE FORM D-6
Subcontractor Paid/Unpaid MBE Invoice Report
 Minority Business Enterprise Participation

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

MBE Subcontractor Name:																																					
MDOT Certification #:																																					
Contact Person:	Email:																																				
Address:																																					
City:	State: ZIP:																																				
Phone:	FAX:																																				
Subcontractor Services Provided:																																					
List all payments received from Prime Contractor during reporting period indicated above.	List dates and amounts of any unpaid invoices over 30 days old.																																				
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Total Dollars Unpaid: \$ _____																																					
Prime Contractor:	Contact Person:																																				
**Return one copy of this form to the following address (electronic copy with signature & date is preferred):																																					
TO MANAGER OF APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS)	(AGENCY MBE LIASION OR APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS)																																				

Signature: _____ Date: _____
 (Required)

SUBMIT AS INSTRUCTED IN TORFP.

ATTACHMENT 3 – TASK ORDER AGREEMENT

CATS+ TORFP #J01B3400028 OF MASTER CONTRACT #060B2490023

This Task Order Agreement (“TO Agreement”) is made this **day** of **Month**, 20__ by and between **Task Order Contractor (TO Contractor)** and the STATE OF MARYLAND, Maryland Department of Transportation (MDOT), Office of Transportation Technology Services (OTTS).

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

1. Definitions. In this TO Agreement, the following words have the meanings indicated:

- a. “Agency” means the Maryland Department of Transportation, Office of Transportation Technology Services, as identified in the CATS+ TORFP #J01B3400028.
- b. “CATS+ TORFP” means the Task Order Request for Proposals #J01B3400028, dated **MONTH DAY, YEAR**, including any addenda.
- c. “Master Contract” means the CATS+ Master Contract between the Maryland Department of Information Technology and **TO Contractor** dated April 21, 2013.
- d. “TO Procurement Officer” means Bryan Walker. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
- e. “TO Agreement” means this signed TO Agreement between MDOT OTTS and **TO Contractor**.
- f. “TO Contractor” means the CATS+ Master Contractor awarded this TO Agreement, whose principal business address is _____.
- g. “TO Manager” means Brian Schade of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
- h. “TO Proposal - Technical” means the TO Contractor’s technical response to the CATS+ TORFP dated **date of TO Proposal – Technical**.
- i. “TO Proposal – Financial” means the TO Contractor’s financial response to the CATS+ TORFP dated **date of TO Proposal - Financial**.
- j. “TO Proposal” collectively refers to the TO Proposal – Technical and TO Proposal – Financial.

2. Scope of Work

2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or super-cede the Master Contract.

2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS+ TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:

- a. The TO Agreement,
- b. CATS+ TORFP
- c. TO Proposal-Technical
- d. TO Proposal-Financial

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

3. Time for Performance

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

4. Consideration and Payment

4.1 The consideration to be paid the TO Contractor shall be done so in accordance with the CATS+ TORFP and shall not exceed \$ _____. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.

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

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

4.4 In addition to any other available remedies, if, in the opinion of the TO Procurement Officer, the TO Contractor fails to perform in a satisfactory and timely manner, the TO Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the TO Contractor to be reduced or withheld until such time as the TO Contractor meets performance standards as established by the TO Procurement Officer.

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

TO Contractor Name

By: Type or Print TO Contractor POC

Date

Witness: _____

STATE OF MARYLAND, Maryland Department of Transportation, The Secretary's Office

By: Thomas P. Hickey, Director of
Office of Procurement

Date

Witness: _____

ATTACHMENT 4 – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

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

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

Date: _____

By: _____
(Authorized Representative and Affiant)

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 5 – LABOR CATEGORY PERSONNEL RESUME SUMMARY

INSTRUCTIONS:

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

For example: If you propose John Smith, who is your subcontractor, and you believe he meets the requirements of the Group Facilitator, you will complete the top section of the form by entering John Smith's name and the subcontractor's company name. You will then complete the right side of the Group Facilitator form documenting how the individual meets each of the requirements. Where there is a time requirement such as three months experience, you must provide the dates from and to (Include MM/YY – MM/YY; Example 06/11 – 08/12) showing an amount of time that equals or exceeds mandatory time requirement; in this case, three months.

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

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

Proposed Individual's Name/Company:	How does the proposed individual meet each requirement?
LABOR CATEGORY TITLE – (INSERT LABOR CATEGORY NAME)	
Education: (Insert the education description from the CATS+ RFP from Section 2.10 for the applicable labor category.)	
Experience: (Insert the experience description from the CATS+ RFP from Section 2.10 for the applicable labor category.) (MM/YY – MM/YY; Example: 06/11 – 08/12)	
Duties: (Insert the duties description from the CATS+ RFP from Section 2.10 for the applicable labor category.)	

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

Contractor's Contract Administrator:

Signature

Date

Proposed Individual:

Signature

Date

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

ATTACHMENT 6 – CRIMINAL BACKGROUND CHECK AFFIDAVIT

AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

- A. I hereby affirm that _____ (Master Contractor) _____ has complied with Section 2.4, Security Requirements of the Department of Information Technology's Consulting Technical Services Master Contract Number 060B24900023 (CATS+) hereto as Exhibit A.
- B. I hereby affirm that the _____ (Master Contractor) _____ has provided _____ (Agency) _____ with a summary of the security clearance results for all of the candidates that will be working on Task Order _____ (Title and Number) _____ and all of these candidates have successfully passed all of the background checks required under Section 2.4.3.2 of the CATS+ Master Contract. Master Contractors hereby agrees to provide security clearance results for any additional candidates at least seven (7) days prior to the date the candidate commences work on this Task Order.

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

Master Contractor

Typed Name

Signature

Date

ATTACHMENT 7 – NOTICE TO PROCEED

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS+ Task Order Agreement #J01B3400028

Dear TO Contractor Contact:

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

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

Sincerely,

Brian Schade

Task Order Manager

Enclosures (2)

cc: Bryan Walker, TO Procurement Officer

Procurement Liaison Office, Department of Information Technology

Project Management Office, Department of Information Technology

ATTACHMENT 8 – AGENCY RECEIPT OF DELIVERABLE FORM

I acknowledge receipt of the following:

TORFP Title: **Maximo Implementation and Support Services**

TO Agreement Number: #J01B3400028

Title of Deliverable: _____

TORFP Reference Section # _____

Deliverable Reference ID # _____

Name of TO Manager: Brian Schade

TO Manager Signature

Date Signed

Name of TO Contractor's Project Manager: _____

TO Contractor's Project Manager Signature

Date Signed

SUBMIT AS REQUIRED OF THIS TORFP.

ATTACHMENT 9 – AGENCY ACCEPTANCE OF DELIVERABLE FORM

Agency Name: **Maryland Department of Transportation**

TORFP Title: Maximo Implementation and Support Services

TO Manager: Brian Schade / Telephone No. 410-865-1184

To:

The following deliverable, as required by TO Agreement #J01B3400028 has been received and reviewed in accordance with the TORFP.

Title of deliverable: _____

TORFP Contract Reference Number: Section # _____

Deliverable Reference ID # _____

This deliverable:

Is accepted as delivered.

Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

TO Manager Signature

Date Signed

ISSUED BY THE TO MANAGER AS REQUIRED OF THIS TORFP.

ATTACHMENT 10 – NON-DISCLOSURE AGREEMENT (OFFEROR)

This Non- Disclosure Agreement (the "Agreement") is made this ___ day of _____ 20___, by and between _____ (hereinafter referred to as "the OFFEROR ") and the State of Maryland (hereinafter referred to as " the State").

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS+ TORFP #J01B3400028 for **Maximo Implementation and Support Services**. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to this project. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information described above, the OFFEROR agrees as follows:

1. OFFEROR will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received, except in connection with the preparation of it's 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 Bryan Walker, Maryland Department of Transportation Office of Transportation Technology Services 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 11 – NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made as of this ___ day of _____, 20___, by and between the State of Maryland ("the State"), acting by and through its Maryland Department of Transportation, Office of Transportation Technology Services (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 **Maximo Implementation and Support Services** TORFP No. J01B3400028 dated _____, (the “TORFP”) issued under the Consulting and Technical Services procurement issued by the Department, Project Number 060B2490023; and

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

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

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

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

TO Contractor/TO Contractor's Personnel: MDOT, Office of Transportation Technology Services:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

ATTACHMENT 12 – TO CONTRACTOR SELF-REPORTING CHECKLIST

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

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

D) Was the substitute approved by the agency in writing?
Yes No (If no, explain why) _____

Section 4 – MBE Participation

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

B) Are MBE reports D-5 and D-6 submitted monthly?
Yes No (If no, explain why) _____

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

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

D) Is this consistent with the planned MBE percentage at this stage of the project?
Yes No (If no, explain why) _____

E) Has the Master Contractor expressed difficulty with meeting the MBE goal?
Yes No

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

Section 5 – TO Change Management

A) Is there a written change management procedure applicable to this TO?
Yes No (If no, explain why) _____

B) Does the change management procedure include the following?

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

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

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

C) Have any change orders been executed?
Yes No

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

D) Is the change management procedure being followed?
Yes No (If no, explain why) _____

ATTACHMENT 13 – PERFORMANCE EVALUATION

CATS+ Task Order #/Description: _____

Name of Contractor being evaluated: _____

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> lateness's have impact upon operations	Frequently not punctual, <u>or</u> lateness's have adverse impact upon operations
Compliance with TO Manager's Requirements for Pre-Approval of Leave	Always complies with TO Manager's requirements for pre-approval of leave		Usually complies with TO Manager's requirements	Inconsistent in compliance with requirements; minor violations of requirements	Frequently does not comply with requirements; several minor violations <u>or</u> a major infraction of requirements

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

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

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

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

JOB 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

Signature of TO Contractor

Date

Signature of Evaluator

Date

ATTACHMENT 14 – 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 15 - CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

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

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

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

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

CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

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

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____ Title: _____

Witness Name (Typed or Printed): _____

Witness Signature and Date: _____

**EXHIBIT A – DISCLOSURE OF CONFIDENTIAL INFORMATION
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 – MDOT’S MAXIMO V7 PRODUCTION SYSTEM DIAGRAM

