



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

**Geographical Information System (GIS)
Administration Technical Services**

SBR ONLY

CATS+ TORFP

#J01B3400039

**Maryland Department of Transportation
Maryland Transportation Authority**

ISSUE DATE: June 21, 2013

KEY INFORMATION SUMMARY SHEET

This CATS+ TORFP J01B3400039 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 shall 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+ TORFP issued by the Maryland Department of Information Technology (DoIT) and subsequent Master Contract Project Number 060B2490023, including any amendments.

TORFP Name:	GIS Administration Technical Services
Functional Area:	FA4 – Geographical Information Service Provider
TORFP Issue Date:	06/21/2013
Closing Date and Time:	07/19/2013 at exactly 2 p.m.
Questions Due:	07/02/2013 at 2 p.m.
TORFP Issuing Office:	Maryland Transportation Authority (MDTA) Division of Information Technology (MDTA DoIT)
Questions and Proposals are to be sent to:	Trisha O’Neal toneal@mdot.state.md.us
TO Procurement Officer	Trisha O’Neal Office Phone: 410-865-1386 Office Fax: 410-865-1388
TO Manager:	Kaushik Dutta Office Phone: 410-537-6729 Office Fax: 410-537-1351
Project Number:	J01B3400039
TO Type:	Time & Materials
Period of Performance:	January 1, 2014 – December 31, 2018
MBE Goal:	0% MBE Goal
Small Business Reserve (SBR):	Yes
Primary Place of Performance:	TO Contractor to provide office space at TO Contractor’s site – Meetings, interviews, other work that must be performed on-site will primarily be in Central Maryland area.
State Furnish Work Site and/or Access to Equipment, Facilities or Personnel:	TO Contractor to provide office space at TO Contractor’s site – Meetings, interviews, other work that must be performed on-site will primarily be in Central Maryland area.

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SECTION 1 - ADMINISTRATIVE INFORMATION

1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT

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

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

1.2 TO AGREEMENT

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

1.3 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the date and exact time stated in the Key Information Summary Sheet above. The date and time of submission is determined by the date and time of arrival in the TO Procurement Officer's e-mail box. The TO Proposal is to be submitted via e-mail, not to exceed 8MB, as two (2) attachments in MS Word format. The "subject" line in the e-mail submission shall state the TORFP #J01B3400039. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS+ TORFP #J01B3400039 Technical". The second file will be the financial response to this CATS+ TORFP and titled, "CATS+ TORFP #J013400039 Financial". No forms shall be altered. The following proposal documents must be submitted with required signatures as .PDF files with signatures clearly visible:

- Attachment 1 – Price Proposal
- Attachment 2 - MBE Forms D-1 and D-2 (if applicable)
- Attachment 4 - Conflict of Interest Affidavit and Disclosure
- Attachment 5 – Labor Category Personnel Resume Summary
- Attachment 6 – Non-Disclosure Agreement (Offeror)
- Attachment 13 – Small Business Reserve Affidavit

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 shall 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. All oral presentations and interviews shall be conducted in person upon the request of the TO Manager. The MDTA will not consider conference calls, phone, or webinar interviews.

1.5 MINORITY BUSINESS ENTERPRISE (MBE) (IF APPLICABLE)

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

1.6 CONFLICT OF INTEREST

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

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

1.7 NON-DISCLOSURE AGREEMENT

Certain system documentation may be available for potential Offerors to review at a reading room. Offerors who review such documents will be required to sign a Non-Disclosure Agreement (Offeror) in the form of Attachment 6. Please contact the TO Manager of this TORFP to schedule an appointment.

In addition, certain documentation may be required by the TO Contractor awarded to the TOA in order to fulfill the requirements of the TOA. After award, the TO Contractor, employees and agents who review such documents will be required to sign, including but not limited to, a Non-Disclosure Agreement in the form of Attachment 7.

1.8 LIMITATION OF LIABILITY CEILING

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

1.9 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES

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

Attachment 8 is the TO Contractor Self-Reporting Checklist. DoIT will send initial checklists out to applicable TO Contractors approximately three months after the award date for a TO. The TO Contractor shall complete and return the checklist as instructed on the checklist. Subsequently, at six month intervals from the due date on the initial checklist, the TO Contractor shall update and resend the checklist to DoIT.

SECTION 2 – SCOPE OF WORK

2.1 PURPOSE

The MDOT Office of Procurement is issuing this CATS + TORFP on behalf of the Maryland Transportation Authority, to obtain highly qualified technical resources relating to Data Specialist and Enterprise Application Developer. This CATS+ TORFP is issued to acquire the services of:

- **One** (1) qualified resource to provide Data Specialist including GIS services; and
- **One** (1) qualified resource to provide Enterprise Application Developer including GIS services.

These resources shall develop, enhance, maintain and support many of our mission critical business applications throughout the MDTA. They shall also support other client/server and web-based systems as currently needed or in the future. They shall be qualified and experienced in the systems identified (or in systems providing similar business functions).

MDTA will evaluate the best candidate(s) from among all the proposals, and may award (maximum up to two (2)) a portion of the total task separately to individual prime vendors, based on the qualifications of the individual resources proposed.

2.2 REQUESTING AGENCY INFORMATION

The MDTA is an independent State agency established in 1971 to finance, construct, manage, operate and improve the State's toll facilities, as well as to finance new revenue-producing transportation projects for the Maryland Department of Transportation. The MDTA has eight toll facilities – two turnpikes, two tunnels and four bridges to help keep traffic moving in Maryland.

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 Scope of Work.

MDOT CMO – MDOT Contract Management Office shall act as the Point of Contact (POC), liaison between the MDOT/OTTS TO Manager and TO Contractor Manager in the event of persistent contract personnel performance issues. The CMO is responsible for management of the contract after award.

TO Contractor - TO Contractor's role and responsibility are to develop, enhance, maintain and support many of our mission critical business applications throughout the MDTA.

2.4 SYSTEM BACKGROUND AND DESCRIPTION

The purpose of the GIS project is to continue the implementation of functional requirements for the MDTA Enterprise GIS and ensure the appropriate control and support mechanisms are in place for the production environment. In addition, critical operational procedures such as disaster recovery and service level agreement will be defined.

In February 2009, the MDTA rolled out the first phase of its Enterprise GIS. The application supports key Authority goals of efficiency and effectiveness, safety and security, strategic financing and customer service. The system shall provide a unified view of data provided from all MDTA business units including the Engineering, Finance, Operations, Police and Administration divisions.

Research and discussion revealed that a hybrid solution of Environmental Systems Research Institute (ESRI) and Google Earth Enterprise (GEE) products was the best solution for MDTA's GIS needs. The system shall support commonly used GIS formats in the state and ensure interoperability with MD iMap, a Governor O'Malley directed effort for "One Maryland, One Map"

The MDTA Enterprise GIS application currently uses the following software/s:

- ESRI
 - ArcGIS / SDE database 10.x
 - ArcGIS Server 10.x
 - ArcGIS (ArcInfo, ArcView) 10.x
- Google
 - Google Earth Enterprise 4.3.x
 - Google Earth Fusion 4.3.x
 - Google Enterprise Client 6.1.x
- Red Hat Linux 5.5
- Windows 2003, Windows XP and Windows 7
- Oracle 11g
- PostgreSQL
- Crystal Reports

The MDTA anticipates that during the duration of this TORFP, the following new technologies may be implemented such as:

- Microsoft Office & Sharepoint 2010
- IBM Maximo 7 & 8
- Primavera
- Oracle 11g
- ArcGIS 10.x
- Google Earth Enterprise Server 4.x and above
- Google Earth Enterprise client 6.x and above
- Google Earth Map Engine
- Sales Force
- CAD-RMS
- Implementation/ expansion of web based reporting and data entry

The objective of this Task Order RFP is to provide two (2) full time qualified individuals: one (1) Data Specialist and one (1) Enterprise Application Developer who shall work with MDTA DoIT staff to support the MDTA's Enterprise GIS.

2.5 PROFESSIONAL DEVELOPMENT

Networking technology and software products continuously change. The TO Contractor shall ensure continuing education opportunities for the personnel provided. This education would be associated with the technologies currently utilized by MDTA or anticipated to be implemented by MDTA in the near future. The time allocated to these continuing education activities for staff deployed to MDTA shall not be charged to this task order. Actual course costs are the responsibility of the TO Contractor.

2.6 REQUIREMENTS

2.6.1 TO CONTRACTOR PERSONNEL- GENERAL DUTIES AND RESPONSIBILITIES

- 1) The TO Contractor shall be responsible for providing on a continual basis for all assigned tasks, the personnel required in this TORFP within the timeframe required as specified by the TO Manager.
- 2) The TO Contractor shall be responsible for providing office space for the personnel proposed in the TO.
- 3) The TO Contractor Personnel may be expected to perform duties remotely from the TO Contractor's worksite.
- 4) The TO Contractor Personnel shall be expected to come on-site (MDTA DoIT Building at Point Breeze or other MDTA facility) to meet with MDTA staff minimum 3 days a week or more in order to complete the tasks that they've been assigned. Tasks that require the TO Contractor to work at an MDTA facility will be coordinated with the TO Manager.
- 5) For each personnel, the TO Contractor will submit a Professional Development Annual Certification Report listing the continuing education opportunities the personnel was provided for the past year. (Refer to section 2.5) The report will list the dates the opportunity was provided and a description of the opportunity and how it relates to the scope of work within this task order. The report will be submitted to the TO Manager via email by August 1st of each year.
- 6) The TO Contractor Personnel shall respond to GIS related support tickets. TO Contractor Personnel will be provided access to the MDTA's helpdesk software where the TO Manager (or designee) will assign tickets for the TO Contractor Personnel to complete.
- 7) TO Contractor Personnel shall:
 - a. Resolve tickets in a timely manner (timeframes will vary depending on the complexity of the request)
 - b. Update status of all assigned tickets on a weekly basis
 - c. Enter resolution information into the work log of the ticket
 - d. Follow MDTA procedures and policies regarding tickets
 - e. Enter the time spent performing tasks for an IT Project, Operation and Maintenance, tickets and leave items into a Time Collection System (specified by the MDTA). The TO Manager will notify the TO Contractor Personnel which assignments are subject to this requirement.

2.6.2 TO CONTRACTOR PERSONNEL – ROLE SPECIFIC DUTIES AND RESPONSIBILITIES

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

Data Specialist (one) –

The Data Specialist shall perform:

1) Data Editing including:

- a. Digitizing small-scale and large-scale projects using digitizing techniques and generate maps with large vector datasets
- b. Performing attributing spatial and tabular data
- c. Operating scanning equipment

- d. Creating, adjusting, correcting, managing, converting and distributing base maps and thematic data layers
- e. Projecting and transforming geospatial raster and vector data sets
- f. Reformatting, georeferencing, and rectifying geospatial vector data to a project specific basemap, i.e., digital orthophoto
- g. Coding and editing of digital points, lines and polygons
- h. Performing Quality Assurance and Quality Control of GIS data
- i. Scanning and georeferencing GIS data
- j. Performing GPS and data collection
- k. Providing Topology development
- l. Managing and editing large vector/raster datasets within ArcSDE / Oracle

2) Data Stewardship including:

- a. Being responsible for all dataset in GIS
- b. Conducting routine reviews of data for accuracy and auditing purposes
- c. Collecting data from data owners and responsible for loading the data in the GIS system
- d. Maintaining data stewardship documentation
- e. Maintaining and collecting metadata information
- f. Developing technical writing and documentation
- g. Developing training course material
- h. Performing workflow and critical path analysis while preparing datasets
- i. Collect enhancement requests and update data into the GIS system

3) New Technology including:

- a. Researching, lab testing, documenting and making recommendations to the TO Manager on a variety of new database related technologies that could be implemented at the MDTA and provide recommendations about the migration and upgrade paths for various systems.
- b. Coordinating the testing and implementation of database management system software and related software tools with vendors, other data processing staff and system users.
- c. Developing and implementing new data management policies, procedures and standards

4) Coordination Meetings including:

- a. Holding status meetings with MDTA DoIT Management on various projects. Provide Oracle Server and other application business function expertise whenever required.
- b. Attending internal MDTA staff meetings as requested with network team, project managers, business users, developers and upper management.
- c. Working in cooperation with the current Network Management Systems contractor as well as other contract vendors and MDTA staff.
- d. Reviewing Configuration Change Requests, Implementation Plans, and Testing Plans for GIS implementation.
- e. Participating in the creation of or review geodatabase, hardware and software requirements.

Enterprise Application Developer (One)

The Enterprise Application Developer shall perform:

1) Application Support including:

- a. Developing custom web-based GIS applications using ArcGIS (Desktop and Server) and Google Enterprise Earth technologies.
- b. Developing GIS image and web services for service-oriented architecture
- c. Managing large vector datasets within ArcSDE / Google Fusion / Earth Builder / Oracle
- d. Customizing ArcSDE using the .NET API

- e. Creating Customs Tool to transforming XML data provided by various systems in user defined format-using XSL/MSXML
- f. Programming ArcGIS (Desktop and Server) products using VB.NET, C++, or C#
- g. Building ArcGIS (Desktop and Server) applications that interface with GIS web services, enterprise databases, and ArcSDE
- h. Using SOAP to implement Web Services and interact with MD iMap application
- i. Developing of framework and widget including desktop and mobile application
- j. Building Google solutions that interface with GIS web services, enterprise databases, and ArcSDE

2) New Technology including:

- a. Researching, lab testing, documenting and making recommendations to the TO Manager on a variety of new application related technologies that could be implemented at the MDTA and provide recommendations about the migration and upgrade paths for various application.
- b. Coordinating the installation and implementation of application software and related software tools with vendors, other data processing staff and system users.
- c. Developing and implementing new application coding policies, procedures and standards

3) Coordination Meetings including:

- a. Holding status meetings with MDTA DoIT Management on various projects. Provide application business function expertise whenever required.
- b. Attending internal MDTA staff meetings as requested with network team, project managers, business users, developers and upper management.
- c. Working in cooperation with the current Network Management Systems contractor as well as other contract vendors and MDTA staff.
- d. Creating or reviewing Configuration Change Requests, Implementation Plans, and Testing Plans for application.
- e. Participating in the creation of or review application hardware and software requirements.

4) Documentation including:

- a. Developing technical writing and documentation
- b. Developing training course material

All TO Contractor Personnel (Data Specialist & Enterprise Application Developer)

- A) TO Contractor Personnel shall complete requirements given and reviewed by the TO Manager.
- B) TO Contractor Personnel shall also interface with all levels of management and the work force.
- C) The TO Contractor Personnel shall travel between sites in the Baltimore area as part of work under this solicitation.
- D) TO Contractor Personnel shall have valid driver's license and own transportation.
- E) TO Contractor Personnel shall be:
 - On time when reporting to an appointment at the MDTA (or meeting location specified by the MDTA).
 - Act in a professional manner
 - Be well prepared to complete assignments
 - Adhere to MDTA policies
 - Complete TO assignments by designated due dates
 - Submit Attachment 10 with completed TO assignments as required by TO Manager
 - Document all Help Desk closure tickets in the weekly status report under Section 2.7.1.

2.7 WORK HOURS

- F) The TO Contractor Personnel shall work an eight-hour day (hours to be approved by the TO Manager), Monday through Friday except for State holidays, Service Reduction Days and Emergency State closings observed by the MDTA.
- G) The Master Contractor may also be requested to restrict the number of hours the Master 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.
- H) Services may also be needed in the evening and/or weekend hours performing planned system upgrades and/or handling critical application in addition to core business-day hours. Hours performing system upgrades and/or handling critical application would be billed on actual time worked at the rates proposed.
- I) The TO Personnel will be expected to come on-site minimum 3 days a week or more (MDTA DoIT Building at Point Breeze or any other MDTA facility) to meet with MDTA staff in order to complete the tasks that they've been assigned. The TO Personnel will also be expected to work eight hours on-site during each "on-site" visit unless other arrangement(s) have been approved by TO Manager. Tasks that require the TO Contractor to work at an MDTA facility will be coordinated with the TO Manager.
- J) TO Contractor shall be solely responsible for all travel expenses. MDTA will not be responsible for any travel reimbursements.
- K) Requests for leave will be submitted to the TO Manager at least two weeks in advance. The TO Manager reserves the right to request a temporary replacement if leave extends longer than one consecutive week. In cases where there is insufficient coverage, a leave request may be denied.

2.7.1 SERVICE LEVEL AGREEMENT

Priority levels, their descriptions/examples, and the expected resolution time for each priority are listed below. Resolution time is measured from initiation of a Help Desk request to the time the problem is resolved or a workaround is provided. Upon acknowledgement of the Help Desk request, the TO Manager will assign TO Contractor Personnel to schedule an onsite visit or provide an estimated time of completion if possible.

Level	Category	Response Time	Resolve within	Business and Financial Exposure	Work Outage	Clients Affected	Workaround
5	Critical	15 minutes or less	2 Hours or less	The issue creates a serious business or, financial exposure or public safety risk.	The issue causes the systems or clients to be unable to work, or be unable to work or perform some significant portion of their job, or impacts public safety and transportation.	The issue affects a number of clients, high profile clients (i.e. first responders, executive management, and critical systems) or involves a public safety system.	There is no acceptable workaround to the problem (i.e. the job cannot be performed in any other way).

Level	Category	Response Time	Resolve within	Business and Financial Exposure	Work Outage	Clients Affected	Workaround
4	Emergency	30 minutes or less	4 Hours or less	The issue creates a serious business risk, financial exposure or public safety risk.	The issue causes the systems or clients to be unable to work, or be unable to work or perform some significant portion of their job, or impacts public safety and transportation.	The issue affects a number of clients, high profile clients (i.e. first responders, executive management, and critical systems) or involves a public safety system.	There is no acceptable workaround to the problem (i.e. the job cannot be performed in any other way).
3	Urgent	2 hours or less	24 Hours or less	The issue creates a serious business risk, financial exposure or public safety risk.	The issue causes the systems or clients to be unable to work, or be unable to work or perform some portion of their job, or impacts public safety and transportation.	The issue affects a number of clients, high profile clients (i.e. first responders, executive management, and critical systems) or involves a public safety system.	There may or may not be an acceptable workaround to the issue, however, system, service or component degradation continues to exist.
2	Routine	Within 24 hours	7 Days or less	The issue creates a low business risk, financial exposure or public safety risk.	The issue causes the client to be unable to perform some small portion of their job, but there are still able to complete most other tasks. This may also include questions and requests for information.	The issue affects a number of clients	There is likely an acceptable workaround to the problem. The system, service or component is experiencing minor performance degradation.

Level	Category	Response Time	Resolve within	Business and Financial Exposure	Work Outage	Clients Affected	Workaround
1	Low	Within 2 days	30 Days or less	The issue creates a very low business risk, financial exposure or public safety risk.	The issue is typically a request for service with ample lead time. This may also include questions and requests for information.	The issue affects a number of clients or individuals	There is an acceptable workaround to the problem.

2.8 PERFORMANCE EVALUATION

TO Contractor Personnel will be evaluated by the TO Manager on a quarterly basis for each assignment performed during that period. The established performance evaluation and standards are included as Attachment 12. The TO Contractor Personnel shall maintain at least a “Meets Expectations” in each category of the performance evaluation (i.e., Job Quality, Job Quantity, Job Knowledge, Work Habits, etc.). If prior to a scheduled evaluation the TO Manager has determined there are issues with the performance of TO Contractor Personnel, the TO Manager will notify both the TO Contractor and the TO Contractor Personnel by email, identifying the issue and the expected action(s) to correct the issue as 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 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

The TO Contractor shall participate and perform application check after backups / disaster recovery of the web, application, and database servers on normal business hours of operation. TO Contractor needs permission of the TO Manager for works outside the normal business hours.

2.12 HARDWARE, SOFTWARE, AND MATERIALS

Hardware and software shall not be purchased under this TO. Any hardware or software needed to meet the TO requirements and used at the agency will be acquired by the agency under other contracts.

Standard software used by the MDTA that the TO Contractor may be required to have at the TO Contractor's location:

- Microsoft Office Word 2003 (2010 in future)
- Microsoft Office Excel 2003 (2010 in future)
- Microsoft Office PowerPoint 2003 (2010 in future)
- Microsoft Office Access 2003 (2010 in future)
- Microsoft Office Visio 2003 (2010 in future)
- Microsoft Visual Studio 2008 (2010 in future) with .NET framework
- ESRI ArcGIS (ArcInfo/ArcView) 10.x
- ESRI ArcGIS SDE/Server 10.x
- Google Earth Enterprise client 6.x
- Red Hat Linux 5.5

The Agency will provide the TO Contractor with an RSA Token that will be used to connect to the agency's LAN/WAN in order to access files and applications from the TO Contractor's location. The TO Contractor will have access (when applicable) to the agency's MDTA Enterprise GIS Servers (ESRI and Google) test environments. The TO Contractor shall be responsible for acquiring compatible hardware and software to use the RSA token while working offsite.

2.13 DELIVERABLES

2.13.1 Deliverables Submission Process

For each deliverable, the TO Contractor shall submit the deliverable to the TO Manager with format, content, and due date/timeframe as specified in Section 2.7.1. For each written deliverable, draft and final, the TO Contractor shall submit to the TO Manager one hard copy and one electronic copy in compliance with Acceptance Criteria column in Section 2.13.2.

Drafts of all final deliverables shall be delivered at least two (2) weeks in advance of when each final deliverable is due. Written deliverables defined as draft documents shall demonstrate due diligence in meeting the scope, requirements, and associated acceptance criteria of the deliverable.

A draft written deliverable may contain limited structural errors such as poor grammar, misspellings or incorrect punctuation, but shall:

- Be presented in a format appropriate for the subject matter and depth of discussion.
- Be organized in a manner that presents a logical flow of the deliverable's content.
- Represent factual information reasonably expected to have been known at the time of submittal.
- Present information that is relevant to the Section of the deliverable being discussed.
- 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. 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 (See Attachment 11 - Agency Acceptance Form). In the event of rejection, the TO Contractor shall correct the identified deficiencies or non-conformities and resubmit the deliverable to the TO Manager. Subsequent project tasks may not continue until deficiencies with a pending 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 deficiencies have been addressed and the resolution(s) are accepted by the TO Manager, the TO Contractor shall incorporate the resolutions into the deliverable and resubmit the deliverable for acceptance.

A written deliverable defined as a final document shall satisfy the scope, requirements, and acceptance criteria for that deliverable. Final written deliverables shall be complete and shall not contain structural errors such as poor grammar, misspellings or incorrect punctuation.

- Be presented in a format appropriate for the subject matter and depth of discussion.
- Be organized in a manner that presents a logical flow of the deliverable’s content.
- Represent factual information reasonably expected to have been known at the time of submittal.
- Present information that is relevant to the Section of the deliverable being discussed.
- Be complete and address all State comments provided on the final draft deliverable.

2.13.2 Deliverables

Deliverables ID	Deliverables	Acceptance Criteria	Due Date /Frequency
2.7.2.1	Weekly Status Report per Resource	<p>TO Contractor Personnel shall be responsible for compiling and submitting to the TO Manager via email a one-page status report (in MS Word format, template to be provided) for their prior work week that summarizes in the following table:</p> <ul style="list-style-type: none"> • Top Three Priorities • Actual Tasks & Accomplishments for the reporting period • Planned Tasks & Accomplishments for the next reporting period • Exceptions to Previously Planned vs. Actual for last reporting period • Hours worked (actual start & end times, and total time worked each day) by individual TO Contractor Personnel <p>Status Reports and Timesheets are expected to be:</p> <ul style="list-style-type: none"> • Delivered on time • Delivered in the specified format • Accurate & complete 	By Monday, 12:00pm (Noon) of each week
2.7.2.2	Weekly Timesheet per Resource	<p>TO Contractor Personnel shall be responsible for submitting to the TO Manager via email their timesheet for their prior work week. MDTA will provide a means of reporting time for each resource that will show hours spent on tasks and activities per week. These hours shall be compared to the monthly invoice, which will contain an activity report of hours spend with description.</p>	By Monday, 12:00pm (Noon) of each week

2.7.2.3	Web Mapping Code Widgets	<ul style="list-style-type: none"> Code functions as requested in testing environment. Code shall be delivered with embedded documentation. 	As requested in the specified timeframe agreed between the 2 parties
2.7.2.4	Metadata Support and Documentation	<ul style="list-style-type: none"> Documentation shall be provided in Microsoft Word for review and sign off by TO Manager. 	As requested in the specified timeframe agreed between the 2 parties
2.7.2.5	GIS Database Development	<ul style="list-style-type: none"> Database changes in the testing environment 	As requested in the specified timeframe agreed between the 2 parties
2.7.2.6	Social Media and GIS Integration	<ul style="list-style-type: none"> Code functions as requested in testing environment. Code shall be delivered with embedded documentation. 	As requested in the specified timeframe agreed between the 2 parties
2.7.2.7	GIS Web Mapping Development Environments	<ul style="list-style-type: none"> Code functions as requested in testing environment. Code shall be delivered with embedded documentation. 	As requested in the specified timeframe agreed between the 2 parties
2.7.2.8	Mobile Application Development	<ul style="list-style-type: none"> Code functions as requested in testing environment. Code shall be delivered with embedded documentation. 	As requested in the specified timeframe agreed between the 2 parties
2.7.2.9	GIS Data Products	<ul style="list-style-type: none"> Data is accurate, complete for purpose, and FGDC-compliant metadata. 	As requested in the specified timeframe agreed between the 2 parties
2.7.2.10	Workflow Documentation, and outreach to internal MDTA customers	<ul style="list-style-type: none"> Documentation shall be provided in Microsoft Word for review and sign off by TO Manager. 	As requested in the specified timeframe agreed between the 2 parties
2.7.2.11	Website maintenance and Development	<ul style="list-style-type: none"> Code functions as requested in testing environment. Code shall be delivered with embedded documentation. 	As requested in the specified timeframe agreed between the 2 parties
2.7.2.12	Technical Writing, Documentation and Training courses	<ul style="list-style-type: none"> Documentation shall be provided in Microsoft Word for review and sign off by TO Manager. Training materials delivered in MS PowerPoint or approved format by TO Manager. 	As requested in the specified timeframe agreed between the 2 parties

2.14 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES

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

- The State’s System Development Life Cycle (SDLC) methodology
- The State Information Technology Security Policy and Standards
- The State of Maryland Enterprise Architecture.

2.15 TO CONTRACTOR PERSONNEL MINIMUM QUALIFICATIONS

The following minimum qualifications are mandatory. The Master Contractor’s staff shall demonstrate expertise in the following:

2.15.1 Data Specialist

TO Contractor Personnel proposed for this TORFP shall have the following experiences:

- At least five (5) years of ArcGIS Desktop
- At least three (3) years of ArcGIS Server
- At least two (2) years of ArcSDE

2.15.2 Enterprise Application Developer

TO Contractor Personnel proposed for this TORFP shall have the following experiences:

- At least seven (6) years of specialized programming in Visual Studio .NET environment
- At least two (2) years of JavaScript programming
- At least three (3) years of ArcGIS Server
- At least one (1) year of Google Map API experience

2.16 TO CONTRACTOR EXPERTISE REQUIRED

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

2.16.1 Data Specialist

Required Expertise for the Data Specialist includes but not limited to:

- Database structures and data maintenance procedures with particular emphasis on experience with Oracle, Google Enterprise (Fusion and GEEserver) and ArcGIS products
- Advanced methods and techniques employed in creating maps and GIS products.
- Experience with principles of cartography
- Research methods and techniques to analyze statistical and spatial data.
- Advanced geographical information system technology, computer software and hardware.
- Experience with FGDC metadata standards
- Experience working with CAD and engineering drawings
- Knowledge of the methods and techniques employed in creating maps and GIS products.
- Knowledge of the principles of quality control and quality assurance procedures.
- Ability to operate and maintain databases for storing, retrieving, and tracking large volumes of environmental and geospatial data.
- Shall understand basic GIS theory, including the use of projections, coordinate systems, geoprocessing tools, and a basic knowledge of spatial analysis.
- Shall be proficient at completing daily GIS tasks using the ArcGIS desktop products and SDE databases.

- Individuals proposed for this TORFP shall have excellent verbal and written communication skills and coordination and organizational skills.

Preferred Expertise for the Data Specialist includes:

The proposed TO Contractor Personnel shall demonstrate a level of expertise in a variety of database technical services, including but not limited to data warehousing and backup technologies. Additionally, the proposed TO Contractor Personnel shall collectively possess knowledge and expertise in the following but not limited to:

- Windows 2000 and Windows 2003 Server
- Microsoft SQL Server 2005
- Microsoft Access 2003 and Microsoft Access 2010
- Windows Active Directory
- Linux experience
- GISP certification

2.16.2 Enterprise Application Developer

Required Expertise for the Enterprise Application Developer includes but not limited to:

- Strong analytical, testing, problem solving, technical troubleshooting, and production diagnostic skills.
- .Net development experience in technical environments, developing applications using Microsoft best practices.
- Understand and have previous experience developing SOA (Service Orientated Architecture) based software, components and/or tools
- Very strong understanding of GIS concepts and data
- Expertise in cloud computing and mobile application based technology
- A considerable understanding of current and emerging IT products, services, processes, and methodologies, along with a continuing understanding of the business function and process.
- A familiarity with and adherence to the system development life cycle (SDLC) methodology established by the Department of Information Technology (DoIT) for all major information system efforts.
- Expertise in the following technologies:
 - Google Enterprise and ArcGIS environment
 - Microsoft.NET Framework
 - Javascript and Adobe Flash
 - HTML 5, CSS, Python
 - Google Map API
 - Microsoft Internet Information Services
- Individuals proposed for this TORFP shall have excellent verbal and written communication skills and coordination and organizational skills.

Preferred Expertise for the Enterprise Application Developer includes:

The proposed TO Contractor Personnel shall demonstrate a level of expertise in a variety of database technical services, including but not limited to data warehousing and backup technologies. Additionally, the proposed TO Contractor Personnel shall collectively possess knowledge and expertise in the following but not limited to:

- Windows 2000 and Windows 2003 Server
- Windows Presentation Foundation
- Windows Workflow Foundation

- Windows Active Directory
- Windows and Linux Security and network components.
- TCP/IP and DNS
- Microsoft SQL Server 2005/2008
- Microsoft Visual SourceSafe
- Crystal Reports.NET
- Microsoft Reporting Services
- Microsoft Silverlight
- Fusion tables
- Oracle 11g
- Sales Force
- CAD-RMS
- Microsoft certification (MCSE / MCSA / MCPD / MCAD) is desirable.

2.17 INVOICING

Payment will only be made based upon timesheet submission by the TO Contractor Personnel for each week. Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS+ Master Contract. A proper invoice for payment shall contain the TO Contractor's Federal Tax Identification Number, Weekly work status report and shall be submitted to the TO Manager for payment approval. Payment of invoices will be withheld if Weekly Status Report, is not submitted with the invoice.

The TO Contractor shall submit invoices for payment upon acceptance on or before the 5th business day of each month for all work completed in the previous calendar month.

2.17.1 INVOICE SUBMISSION PROCEDURE

This procedure consists of the following requirements and steps:

- A) The invoice shall identify MDTA as the TO Requesting Agency, deliverable description, associated TOA number, date of invoice, period of performance covered by the invoice, and a TO Contractor point of contact with telephone number.
- B) The TO Contractor shall send the original of each invoice and supporting documentation (Weekly Status report) submitted for payment to the MDTA at the following email addresses:

kdutta1@mdta.state.md.us
schen@mdta.state.md.us

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

2.18 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. The TO Contractor shall provide a completed MBE Participation form (Attachment 2, Form D-5) to MDTA at the same time the invoice copy is sent. The TO Contractor shall ensure that each MBE Subcontractor provides a completed MBE Participation Form (Attachment 2, Form D-6). Subcontractor reporting shall be sent directly from the subcontractor to MDTA. MDTA 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.

2.19 PREMISES AND OPERATIONAL SECURITY

- A) Prior to commencement of work, TO Contractor employees and subcontractors to be assigned to perform work under the resulting Contract shall be required to submit background check certification to MDTA from recognized Law Enforcement Agencies, including the FBI.
- B) 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.
- C) MDTA reserves the right to disqualify any TO Contractor employees or subcontractors whose background checks suggest conduct, involvements, and/or associations that MDTA determines, in its sole discretion, may be inconsistent with the performance and/or security requirements set forth in this TORFP. MDTA reserves the right to perform additional background checks on TO Contractor and subcontractor employees.
- D) 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.
- E) 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 Contract.
- F) 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 Contract.
- G) TO Contractor shall remove any employee from working on the resulting Contract where the State of Maryland provides evidence to the TO Contractor that said employee has not adhered to the security requirements specified herein.
- H) The cost of complying with all security requirements specified herein are the sole responsibilities and obligations of the TO Contractor and its subcontractors and no such costs shall be passed through to or reimbursed by the State or any of its agencies or units.
- I) The TO Manager will approve in writing any TO Contractor Personnel assigned to work on this project before the performance of work.

2.20 SECURITY AND CONFIDENTIALITY

- A) The TO Contractor shall adhere to and ensure compliance with the State of Maryland and the MDTA's Information Technology Security Policies and Standards. These policies may be revised from time to time and the TO Contractor shall comply with all such revisions. A copy of the most recent document can be found on the Maryland Department of Budget and Management's web page at www.dbm.maryland.gov under Technology.
- B) The TO Contractor Personnel shall be required to sign the MDOT Security Advisory, MDTA Non-disclosure Agreement, and abide by MDTA Internet and e-mail Use Policy. Additionally, if the TO Contractor requires third party connectivity to the MDOT Network, the TO Contractor will be required to sign the MDOT Terms and Conditions for Third Party Remote Access.
- C) Information and information technology systems are essential assets of the State of Maryland. They are vital to the citizens of the State. Information assets are critical to the services that agencies provide to citizens, businesses, educational institutions, as well as, to local and federal government entities and to other State agencies. All information created with State resources for State operations is the property of the State of Maryland. All agencies, employees, and TO Contractors of the State are responsible for protecting information from unauthorized access, modification, disclosure and destruction.
- D) All employees, TO Contractors, and TO Contractor Personnel shall be responsible for:
 - Being aware of their responsibilities for protecting IT assets of the State
 - Exercising due diligence in carrying out the IT Security Policy
 - Being accountable for their actions relating to their use of all IT Systems
 - Using IT resources only for intended purposes as defined by policies, laws and regulations of the State.

SECTION 3 - TO PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1 REQUIRED RESPONSE

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

3.2.1 THE TECHNICAL PORTION OF THE TO PROPOSAL SHALL INCLUDE:

A) Proposed Services

- 1) Requirements: A detailed discussion of the Master Contractor's understanding of the work and the Master Contractor's capabilities, approach and solution to address the requirements outlined in Section 2.
- 2) Assumptions: A description of any assumptions formed by the Master Contractor in developing the Technical Proposal.
- 3) List in house GIS development environment including hardware and software licenses which the Master Contractor used to prepare the work assignments

B) Proposed Personnel

- 1) Identify and provide Attachment 5 – Labor Category Personnel Resume Summary for all proposed personnel by labor category. The maximum numbers of Attachment 5's eligible per candidate will be two (2).
- 2) Document that all proposed personnel meet the minimum required qualifications and possess the required certifications in Section 2.16. (submit Certificates with Attachment 5's).
- 3) To be considered responsive, the proposed personnel work experience start and end dates shall include month and year (MM/YYYY – MM/YYYY).
- 4) Complete Attachment 5 – Labor Category Personnel Resume Summary to be submitted with Proposals. Signature will be required at the time of the interview.
- 5) Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under this TO Agreement.
- 6) Provide five examples of work assignments that each of the proposed personnel have completed that were similar in scope to the one defined in this TORFP. Each of the five examples shall include a reference complete with the following:
 - A) Name of organization.
 - B) Name, title, and telephone number of point-of-contact for the reference.
 - C) Type and duration of contract(s) supporting the reference.
 - D) The services provided within the scope of the contract and performance objectives satisfied as they relate to the scope of this TORFP.
 - E) Whether the proposed personnel are still providing these services and, if not, an explanation of why services are no longer provided to the client organization.

- F) Document the methodologies and technologies utilized at least once in a referenced project–
- 1) Data Specialist category : software product, database, operating system, georeference, QA/QC procedures, metadata, topology rules etc
 - 2) Enterprise Application Developer category: web server, application server, database, operating system, programming language/s includes Microsoft .NET, methodology, software product, three-tier application, service oriented architecture, web services, role based security, cloud computing, desktop and mobile application etc.

C) Subcontractors

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

D) Master Contractor and Subcontractor Experience and Capabilities

- 1) Provide up to four examples of projects or contracts the Master Contractor has completed that were similar to Section 2 - Scope of Work. Picture and diagrams are encouraged as part of the documentation. Each example shall include contact information for the client organization complete with the following:
 - A) Name of organization.
 - B) Point of contact name, title, and telephone number
 - C) Services provided as they relate to Section 2 - Scope of Work.
 - D) Start and end dates for each example project or contract. If the Master Contractor is no longer providing the services, explain why not.
- 2) State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any government entity of the State of Maryland. For each identified contract, the Master Contractor shall provide:
 - a) The State contracting entity,
 - b) A brief description of the services/goods provided,
 - c) The dollar value of the contract,
 - d) The term of the contract,
 - e) Whether the contract was terminated prior to the specified original contract termination date,
 - f) Whether any available renewal option was not exercised,
 - g) The State employee contact person (name, title, telephone number and e-mail address).

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

Note:

State of Maryland experience can be included as part of Section 3.2.1.D.2 above as project or contract experience. State of Maryland experience is neither required nor gives more weight in proposal evaluations.

E) State Assistance

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

F) Confidentiality

- 1) A Master Contractor should give specific attention to the identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland. Master 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

The financial response of the TO Proposal shall include:

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

The Master Contractor should indicate on Attachment 1:

- The name of each resource being proposed
- The appropriate Labor Category being proposed for each resource
- The Fixed Hourly Labor Category Rate

Proposed rates are not to exceed the rates defined in the Master Contract. Pricing Valid for 120 days.

SECTION 4 - TASK ORDER AWARD PROCESS

4.1 EVALUATION CRITERIA

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

4.2 TECHNICAL CRITERIA

Identify and provide Attachment 5 – Labor Category Personnel Resume Summary and technical proposals will be rated based primarily on the experience demonstrated.

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

- The Master Contractor’s proposed solution and understanding of the TORFP Scope of Work based on the required response in Section 2.6.1.
- Personnel experience required in Section 2.9.
- References provided in Section 3.2.1.B.

4.3 SELECTION PROCEDURES

- 4.3.1 TO Proposals will be assessed throughout the evaluation process for compliance with the minimum personnel qualifications in Section 2.9 and quality of responses to Section 3.2.1 of the TORFP. Master Contractor proposals that fail to meet the minimum qualifications will be deemed not reasonably susceptible for award, i.e., disqualified and their proposals eliminated from further consideration.
- 4.3.2 TO Proposals deemed technically qualified will have their financial proposal considered. All others will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.
- 4.3.3 The State will conduct interviews of all personnel proposed in each TO Proposal that meets minimum qualifications.
- 4.3.4 Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.
- 4.3.5 The most advantageous TO Proposal offer considering both technical and financial submission shall be selected for the work assignment.

4.4 COMMENCEMENT OF WORK UNDER A TASK ORDER AGREEMENT

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

ATTACHMENT 1 - PRICE PROPOSAL

PRICE PROPOSAL FOR CATS+ TORFP # J01B3400039 LABOR CATEGORIES (THIS FORM SHALL NOT BE ALTERED, Pricing valid for 120 days)

Description of Service	Name of Resource	Labor Category	A Fully Loaded Hourly Labor Rate	B Total Class Hours Annually	C Total Proposed CATS II TORFP Price
Period 1 (January 1, 2014 – December 31, 2014)					
Data Specialist			\$	2080	\$
Enterprise Application Developer			\$	2080	\$
Total Period 1					\$
Period 2 (January 1, 2015 – December 31, 2015)					
Data Specialist			\$	2080	\$
Enterprise Application Developer			\$	2080	\$
Total Period 2					\$
Period 3 (January 1, 2016 – December 31, 2016)					
Data Specialist			\$	2080	\$
Enterprise Application Developer			\$	2080	\$
Total Period 3					\$
Period 4 (January 1, 2017 – December 31, 2017)					
Data Specialist			\$	2080	\$
Enterprise Application Developer			\$	2080	\$
Total Period 4					\$
Period 5 (January 1, 2018 – December 31, 2018)					
Data Specialist			\$	2080	\$
Enterprise Application Developer			\$	2080	\$
Total Period 5					\$
Total Evaluated Price					\$

Authorized Individual Name

Company Name

Title

Company Tax ID #

The Hourly Labor Rate is the actual rate the State will pay for services and must be recorded in dollars and cents. The Hourly Labor Rate cannot exceed the Master Contract Rate, but may be lower. Hourly Labor Rate shall be assumed to be an all inclusive rate which shall include any travel expenses. 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.

SUBMIT WITH THE FINANCIAL RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING REQUIREMENTS

CATS+ TORFP # J01B3400039

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

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

**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.

**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

**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.

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.

**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.	

**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). <hr/> % (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.

**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
<p>NAME OF MBE SUBCONTRACTOR AND TIER</p>	<p>CERTIFICATION NO. AND MBE CLASSIFICATION</p>	<p>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.</p> <p>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.</p>
<p><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</p>	<p>Certification Number:</p> <hr/> <p>(If dually certified, check only one box.)</p> <p><input type="checkbox"/> African American-Owned</p> <p><input type="checkbox"/> Hispanic American- Owned</p> <p><input type="checkbox"/> Asian American-Owned</p> <p><input type="checkbox"/> Women-Owned</p> <p><input type="checkbox"/> Other MBE Classification</p> <hr/>	<p>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).</p> <p>_____ % (Percentage for purposes of calculating achievement of MBE Participation goal and subgoals, if any)</p> <p>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).</p> <p>_____ % Total percentage of Supplies/Products</p> <p>x 60% (60% Rule)</p> <p>_____ % (Percentage for purposes of calculating achievement of MBE Participation goal and subgoals, if any)</p>

Please check if Continuation Sheets are attached.

**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

**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

**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: _____	Signature of Representative: _____	Signature of Representative: _____
Printed Name and Title: _____	Printed Name and Title: _____	Printed Name and Title: _____
Firm’s Name: _____	Firm’s Name: _____	Firm’s Name: _____
Federal Identification Number: _____	Federal Identification Number: _____	Federal Identification Number: _____
Address: _____	Address: _____	Address: _____
Telephone: _____	Telephone: _____	Telephone: _____
Date: _____	Date: _____	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

Attachment D-5
Maryland Department of Information Technology
Minority Business Enterprise Participation
Prime Contractor Paid/Unpaid MBE Invoice Report

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

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:		List dates and amounts of any outstanding invoices:	
	<u>Invoice#</u>	<u>Amount</u>	
1.			1. <u>Invoice #</u>
2.			2. <u>Amount</u>
3.			3.
4.			4.
Total Dollars Paid: \$ _____		Total Dollars Unpaid: \$ _____	

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

This form must be completed by
MBE subcontractor

ATTACHMENT D-6
Minority Business Enterprise Participation
Subcontractor Paid/Unpaid MBE Invoice Report

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

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

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

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

Signature: _____ Date: _____
(Required)

MBE ATTACHMENT D-7
MINORITY CONTRACTOR UNAVAILABILITY CERTIFICATE

Section I (to be completed by PRIME CONTRACTOR)

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

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

on _____ contacted certified minority business enterprise, _____
(Date) (Name of Minority Business)

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

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

List below the type of work/ service requested:

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

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

(Name) (Title)

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

(Signature) (Date)

Note: Certified minority business enterprise must complete Section II

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

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

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

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

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

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

(Name) (Title) (Phone)

(Signature) (Fax Number)

ATTACHMENT 3 - Task Order Agreement

CATS+ TORFP # J01B3400039 OF MASTER CONTRACT # 060B2490023

This Task Order Agreement (“TO Agreement”) is made this day of Month, 20__ by and between MASTER CONTRACTOR and the STATE OF MARYLAND, TO Requesting Agency.

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

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
 - a. “Agency” means the Maryland Transportation Authority, as identified in the CATS+ TORFP # J01B2400023.
 - b. “CATS+ TORFP” means the Task Order Request for Proposals # J01B3400039, dated MONTH DAY, YEAR, including any addenda.
 - c. “Master Contract” means the CATS+ Master Contract between the Maryland Department of Information Technology and MASTER CONTRACTOR dated April 22, 2013.
 - d. “TO Procurement Officer” means TO Procurement Officer. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
 - e. “TO Agreement” means this signed TO Agreement between the TO Requesting Agency and MASTER CONTRACTOR.
 - f. “TO Contractor” means the CATS+ Master Contractor awarded this TO Agreement, whose principal business address is _____.
 - g. “TO Manager” means TO Manager of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
 - h. “TO 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 supercede the Master Contract.
 - 2.2. The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS+ TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
 - a. The TO Agreement,
 - b. Exhibit A – CATS+ TORFP
 - c. Exhibit B – TO Proposal-Technical
 - d. Exhibit C – TO Proposal-Financial

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

3. Time for Performance.

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS+ TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of 5 years, commencing on the date of Notice to Proceed and terminating on December 31, 2018.

4. Consideration and Payment

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

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

4.3 Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is [REDACTED]. 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 MDTA 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 TRANSPORTATION AUTHORITY

By: **Type or Print TO Procurement Officer**

Date

Witness: _____

ATTACHMENT 4 - Conflict Of Interest Affidavit and Disclosure

A. "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

B. "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a bidder, Offeror, TO Contractor, consultant, or subcontractor or subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.

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

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

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

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

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

SUBMIT AS A .PDF FILE WITH TECHNICAL RESPONSE

ATTACHMENT 5 - Labor Classification Personnel Resume Summary

INSTRUCTIONS:

1. Master Contractors must comply with all personnel requirements under the Master Contract RFP 060B2490023.
2. Only labor categories proposed in the Master Contractors Technical 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. The 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 3 months experience, you must provide the dates from and to showing an amount of time that equals or exceeds mandatory time requirement.

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

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

Proposed Individual's Name/Company:	How does the proposed individual meet each requirement?
LABOR CLASSIFICATION TITLE – (INSERT LABOR CATEGORY NAME AND NUMBER)	
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/YYYY – MM/YYYY)	
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:

TO Contractor's Contract Administrator:

Signature

Date

Proposed Individual:

Signature

Date

SUBMIT WITH TO RESPONSE
SIGNATURE REQUIRED AT THE TIME OF THE INTERVIEW

ATTACHMENT 6 - 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 #J01B3400039 for GIS Administration Technical 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 referenced above, OFFEROR agrees as follows:

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

ATTACHMENT 7 - 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 **TO Requesting Agency** (the “Department”), and _____ (“TO Contractor”), a corporation with its principal business office located at _____ and its principal office in Maryland located at _____.

RECITALS

WHEREAS, the TO Contractor has been awarded a Task Order Agreement (the “TO Agreement”) for GIS Administration Technical Services TORFP No. J01B3400039 dated June 21, 2013 (the “TORFP”) issued under the Consulting and Technical Services Plus 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:

TO Requesting Agency:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

ATTACHMENT 8 – 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 subcontractor; \$10,000 was paid to date on the TO; the MBE percentage is 30% (3,000 ÷ 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 9 – NOTICE TO PROCEED

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS II Task Order Agreement #J01B3400039

Dear TO Contractor Contact:

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

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

Sincerely,

Trisha O’Neal
Task Order Procurement Officer

Enclosures (2)

cc: TO Manager

Procurement Liaison Office, Department of Information Technology
Project Management Office, Department of Information Technology

ATTACHMENT 10 – AGENCY RECEIPT OF DELIVERABLE FORM

I acknowledge receipt of the following:

TORFP Title: GIS Administration Technical Services

TO Agreement Number: #J01B3400039

Title of Deliverable: _____

TORFP Reference Section # _____

Deliverable Reference ID # _____

Name of TO Manager: **TO Manager**

TO Manager Signature Date Signed

Name of TO Contractor's Project Manager: _____

TO Contractor's Project Manager Signature Date Signed

SUBMIT AS REQUIRED IN SECTION 2.6.2 OF THE TORFP.

ATTACHMENT 11 – AGENCY ACCEPTANCE OF DELIVERABLE FORM

Agency Name: TO Requesting Agency
TORFP Title: TORFP Project Name
TO Manager: TO Manager and Phone Number

To:

The following deliverable, as required by TO Agreement #J01B34000039, has been received and reviewed in accordance with the TORFP.

Title of deliverable: _____

TORFP Contract Reference Number: Section # _____

Deliverable Reference ID # _____

This deliverable:

Is accepted as delivered.

Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

TO Manager Signature

Date Signed

ISSUED BY THE TO MANAGER AS REQUIRED IN SECTION 2.10 OF THE TORFP.

ATTACHMENT 12 –PERFORMANCE EVALUATION

Performance Evaluation Instructions to Rater

Rating Options

- O Outstanding** - Exemplary performance far exceeding performance criteria required for the job.
- E Exceeds Expectations** - Performance which exceeds the level supervisor normally requires for the job.
- M Meets Expectations** - Generally meets supervisor's expectation on performance criteria for the job.
- U Unsatisfactory** – Unacceptable performance which must receive immediate attention.

Category Rating

- In order to achieve an Outstanding in any category, a TO Contractor would need to receive an **O** in **all** criteria.
- In order to achieve an Exceeds Expectations in any category, a TO Contractor would need to receive an **E or higher** in all criteria.
- In order to achieve a Meets Expectations, a TO Contractor would need to receive an **M or higher** in at least 3 criteria.

Overall Rating

- In order to achieve an Overall Outstanding, a TO Contractor would need to receive an **O in all categories.**
- In order to achieve an Overall Exceeds Expectations, a TO Contractor would need to receive an **E or higher in all categories**
- In order to achieve an Overall Meets Expectations, a TO Contractor would need to receive an **M or higher in at least three categories.**

Performance issues identified by the agency are subject to the mitigation process described in Section 2.6.5. TO Manager must provide each TO Contractor with written Performance Standards for all categories at the beginning of the rating period. Performance Standards are the **minimum** criteria required in order to receive a **Meets Expectations** rating.

PERFORMANCE EVALUATION

Employee's Name Jane Doe	TO Contractor Vendor Name	Job Title GIS Analyst Consultant
Rating Period – From: January 1, 2014 To: December 31, 2018		Date:
Department Division of Information Technology		Rater's Name Kaushik Dutta
Overall Performance Rating: Place an (X) in selected rating : <input type="checkbox"/> Outstanding <input type="checkbox"/> Exceeds Expectations <input type="checkbox"/> Meets Expectations <input type="checkbox"/> Unsatisfactory		

DIVISION WORK PLAN

- ★ Provides business analyst support for Authority projects.

Instructions

Select the letter (O, E, M, U) which best indicates your overall assessment of the employee's performance in each criteria. Place an (X) in the block indicating the overall performance in each category. Give examples of past performance to support your evaluation.

Category: WORK QUALITY

Outstanding Exceeds Expectations Meets Expectations Unsatisfactory
 (O) (E) (M) (U)

Criteria:

	Accuracy (correctness of completed tasks and assignments).
	Knowledge (understanding of policies, procedures, practices, equipment usage etc.)
	Organizational skills (prioritizes assignments, work product is cohesive and coherent)
	Follow-up (amount of supervision required).
	Multi-task (works under pressure to complete multiple assignments).

Give examples of past performance to support your evaluation

Category: **WORK QUANTITY**

Outstanding (O) Exceeds Expectations (E) Meets Expectations (M) Unsatisfactory (U)

Criteria

	Performs duties and functions of the position in a timely manner.
	Work product is consistent with job specifications.
	New and additional duties, assignments are accepted and performed.
	Work load is consistent with performance expectations.
	Contractor's talents and efforts are directed towards the needs of the unit and accomplishment of goals.

Give examples of past performance to support your evaluation

Category: **WORKING RELATIONSHIPS**

Outstanding (O) Exceeds Expectations (E) Meets Expectations (M) Unsatisfactory (U)

Criteria

	Establishes and maintains effective working relationships with co-workers, supervisors and the public.
	Accepts direction and suggestions for work improvements from supervisor(s) and is willing to learn from others.
	Works as a team member toward accomplishing the division and agency's goals and supports team decisions; is willing to assist with tasks and assignments outside of normal job duties.
	Uses tact and respect when communicating with others.
	Deals appropriately and professionally with conflicts and unanticipated problems.

Give examples of past performance to support your evaluation

Category: **WORK HABITS**

Outstanding (O) Exceeds Expectations (E) Meets Expectations (M) Unsatisfactory (U)

Criteria

	Complies with leave policies and procedures
	Punctuality (start time, breaks)
	Use and application of time
	Use and care of State property
	Complies with safety rules and regulations

Give examples of past performance to support your evaluation

RATER'S SIGNATURE _____

DATE _____

Performance Standards

Category: WORK QUALITY

Criteria: Accuracy (correctness of completed tasks and assignments).

- Produces accurate, legible written weekly activity reports.
- Produces accurate, legible written monthly project status reports (when required).
- Deliver informative, well-organized presentations.
- Submits accurate leave requests and timesheets.
- Ensures clear and complete written project & technical documentation and deliverables are provided.
- Written communication and assignments are free of spelling & grammar errors.
- Conduct a quality review walkthrough of a business requirements documentation
- Creates documents that meet the Authority's document & project standards.
 - Develop and utilize modeling tools and techniques to communicate with the stakeholders
 - Develop, maintain and present a business requirements document
 - Develop, maintain and present a functional requirements document
 - Develop, maintain, and present a technical requirements document
 - Develop, maintain and present test plan
 - Develop, maintain and present test cases
 - Develop, maintain and present test scripts
 - Develop and maintain defect management

Criteria: Knowledge (understanding of policies, procedures, practices, equipment usage etc.)

- Complies with laws, policies, procedures, and established processes.
- Uses Business Analyst and Project Management best practices when establishing processes, guidelines, and templates.
- Understand and communicate information on the requirements development and management process to the project team
- Understand the role of the system in the big picture and provide ideas and recommendations regarding the evolution of the system and any project interdependencies to consider.
- Comprehend basic to complex business issues; contribute to Information Technology projects by translating business needs into understandable requirements.
- Examine a business activity to help decide whether new IT solutions will improve productivity. Discuss existing business models and the flows of data in the business with those involved. Write, review and edit specifications, RFP's, business processes and provide recommendations related to proposed solution.

Criteria: Organizational skills (prioritizes assignments, work product is cohesive and coherent)

- Prioritizes own work assignments.
- Organizes documentation.
- Transition a project from idea or concept through preliminary planning phase to become a chartered project.

Criteria: Follow-up (amount of supervision required).

- Independently manages task assignments and resolves issues to ensure successful completion.
- Seeks and documents customer needs and ensures and measures customer satisfaction.
- Facilitate and obtain signoff on requirements documentation
- Identify initial performance measures that will be used to determine whether the project was successful.

- Implement and enforce a change management procedure for requirements documentation

Criteria: Multi-task (works under pressure to complete multiple assignments).

- Manages workload and seeks assistance when needed.
- Reprioritizes workload & tasks and communicates any impact on established target dates.
- Develops documents, communicates, and follows plans.

Category: WORK QUANTITY

Criteria: Performs duties and functions of the position in a timely manner.

- Demonstrates good time management skills.
- Meets target dates established on assigned tasks, projects, and goals.

Criteria: Work product is consistent with job specifications.

- Plans, manages, and controls work.

Criteria: New and additional duties, assignments are accepted and performed.

- Prioritizes own assignments to set and meet goals.
- Manages resources that are within your control to ensure tasks are completed according to established target dates and established service level objectives.

Criteria: Work load is consistent with performance expectations.

- Communicates progress and issues to customers & appropriate managers.

Criteria: Employees' talents and efforts are directed towards the needs of the unit and accomplishment of goals.

- Works with project managers to provide and manage resource commitments.
- Participate in the Project Preliminary Planning phase, which covers the receipt/review of initial project requests, refinement of the project request, and development of the business case and concept proposal.
- Produce project feasibility and cost benefit analysis reports to assist MDTA executive management in determining whether a project should proceed.
- Ability to correctly identify project stakeholders and respective Subject Matter Experts (SME's).

Category: WORKING RELATIONSHIPS

Criteria: Establishes and maintains effective working relationships with co-workers, supervisors and the public.

- Provide client support and consultation for IT issues and make recommendations on applicable technology.
- Assist co-workers and does not disrupt work unit.
- Establishes and maintains good customer relationships.
- Identifies affected end users & staff members and ensures communication transpires with them.
- Keeps supervisor informed of project/ task status, any issues, and what is being done to resolve them.

Criteria: Accepts direction and suggestions for work improvements from supervisor(s) and is willing to learn from others.

- Accepts constructive criticism from supervisors to improve performance
- Works with others to maintain the values of the Authority.
- Assist co-workers and does not disrupt work unit.

Criteria: Works as a team member toward accomplishing the division and agency's goals and supports team decisions; is willing to assist with tasks and assignments outside of normal job duties.

- Operate as a spokesperson for the business departments as they interact with the MDTA DoIT group to determine appropriate computer-related solutions to business problems.
- Provides timely guidance and feedback to help team accomplish a task or solve a problem.
- Ensures that coworkers have adequate information (including up to date technical documentation when appropriate or requested).
- Considers others schedules when requesting time off or scheduling appointments.

- Assist Project Managers with requirement identification and definition in Project Planning phase.
- Assist with project scope definition and management plan
- Facilitate communication and project meetings in the absence of the project manager.

Criteria: Uses tact and respect when communicating with others.

- Facilitate an elicitation session with a large group of stakeholders
- Tactful and respectful when dealing with others
- Demonstrates respect, integrity, and keeps commitments.
- Professional behavior when dealing with all staff members.

Criteria: Deals appropriately and professionally with conflicts and unanticipated problems.

- Remains open to others' ideas and opinions even when they conflict with your own.
- Identifies and resolves conflicts.

Category: WORK HABITS

Criteria: Complies with leave policies and procedures

- Ensures compliance with all applicable laws, policies, procedures, and standards.
- Plans leave ahead of time and provides adequate notice to supervisor.
- Attend internal MDTA staff meetings as requested.
- Complies with all leave policies and procedures.
- Submits accurate time sheet.

Criteria: Punctuality (start time, breaks)

- Prompt when reporting to work, late no more than 4 times per year
- Prompt when reporting to work, meetings, training, etc.

Criteria: Use and application of time

- Effective meeting management (starting on time, preparation, facilitation, agendas in advance, minutes).
- Appropriate meeting participation (arrive on time with appropriate materials, adheres to established agenda).
- Keeps Outlook calendar up to date so that other staff members are aware of availability.

Criteria: Use and care of State property

- Have no occurrence of damage to state property due to carelessness.
- Reports equipment damage or malfunction to supervisor.
- Maintains a neat and orderly work area when working at MDTA site.

Criteria: Complies with safety rules and regulations

- Reports unsafe working conditions.

ATTACHMENT 13 - SMALL BUSINESS CONTRACT AFFIDAVIT

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

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

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

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

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

I AFFIRM THAT:

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

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

SMALL BUSINESS QUALIFICATION NUMBER _____

Date of Most Recent Qualification _____

DATE: _____

BY: _____
Signature (Authorized Representative and Affidavit)

NOTICE TO BIDDERS

SMALL BUSINESS RESERVE PROCUREMENT

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

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

The business is independently owned and operated;

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

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

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

ATTACHMENT 14 - 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 060B2490023 (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

EXHIBIT A

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

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

Signature

Date

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