



CONSULTING AND TECHNICAL SERVICES (CATS +)

TASK ORDER REQUEST FOR PROPOSALS (TORFP)

STATE HIGHWAY ADMINISTRATION (SHA)

ENVIRONMENTAL TOOLKIT

BUSINESS SERVICES TORFP

CATS + TORFP #

J02B3400048

MARYLAND DEPARTMENT OF TRANSPORTATION

MARYLAND STATE HIGHWAY ADMINISTRATION

ISSUE DATE: SEPTEMBER 24, 2013

TABLE OF CONTENTS

SECTION 1- ADMINISTRATIVE INFORMATION	5
1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT	5
1.2 TO AGREEMENT	5
1.3 TO PROPOSAL SUBMISSIONS	5
1.4 ORAL PRESENTATIONS/INTERVIEWS	5
1.5 MINORITY BUSINESS ENTERPRISE (MBE)	5
1.6 CONFLICT OF INTEREST	5
1.7 NON-DISCLOSURE AGREEMENT	6
1.8 LIMITATION OF LIABILITY CEILING	6
1.9 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES	6
1.10 IRANIAN NON-INVESTMENT	6
1.11 QUESTIONS	6
1.12 LIVING WAGE	6
1.13 CHANGE ORDERS	7
SECTION 2- SCOPE OF WORK	8
2.1 PURPOSE	8
2.2 REQUESTING AGENCY BACKGROUND	8
2.3 ROLES AND RESPONSIBILITIES	8
2.4 PROJECT BACKGROUND	9
2.5 PROFESSIONAL DEVELOPMENT	12
2.6 REQUIREMENTS	12
2.6.1 FUNCTIONAL / BUSINESS REQUIREMENTS	12
2.6.2 TECHNICAL REQUIREMENTS	13
2.6.3 NON-FUNCTIONAL, NON-TECHNICAL REQUIREMENTS	14
2.6.4 WORK ORDER ASSIGNMENTS	14
2.6.5 SERVICE LEVEL AGREEMENT	14
2.6.6 BACKUP / DISASTER RECOVERY	15
2.6.7 HARDWARE, SOFTWARE, AND MATERIALS	15
2.7 DELIVERABLES/ACCEPTANCE CRITERIA	15
2.7.1 DELIVERABLE SUBMISSION PROCESS	15
2.7.2 DELIVERABLE DESCRIPTIONS / ACCEPTANCE CRITERIA	16
2.8 REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES	17
2.9 TO CONTRACTOR PERSONNEL EXPERTISE REQUIRED	18
2.10 TO CONTRACTOR MINIMUM QUALIFICATIONS	18
2.11 RETAINAGE	18
2.12 INVOICING	18
2.12.1 INVOICE FORMAT	19
2.13 MBE PARTICIPATION REPORTS	19
2.14 PERFORMANCE EVALUATION	19
2.15 PERFORMANCE PROBLEM MITIGATION	19
2.16 SUBSTITUTION OF PERSONNEL	20
2.17 WORK ORDER ASSIGNMENTS	20
2.17.1 WORK ORDER PROCESS	20
SECTION 3 - TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS	22
3.1 REQUIRED RESPONSE	22
3.2 FORMAT	22
3.2.1 TECHNICAL PROPOSAL	22
3.2.2 FINANCIAL RESPONSE	23

SECTION 4 – TASK ORDER AWARD PROCESS	24
4.1 OVERVIEW	24
4.2 TECHNICAL PROPOSAL EVALUATION CRITERIA.....	24
4.3 SELECTION PROCEDURES.....	24
4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT	24
ATTACHMENT 1- PRICE PROPOSAL.....	25
ATTACHMENT 2 - MINORITY BUSINESS ENTERPRISE FORMS.....	28
ATTACHMENT 3 – TASK ORDER AGREEMENT.....	40
ATTACHMENT 4 – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE.....	43
ATTACHMENT 5 – LABOR CATEGORY PERSONNEL RESUME SUMMARY	44
ATTACHMENT 6 – DIRECTIONS.....	46
ATTACHMENT 7 – NOTICE TO PROCEED	47
ATTACHMENT 8 – AGENCY RECEIPT OF DELIVERABLE FORM.....	48
ATTACHMENT 9 – AGENCY ACCEPTANCE OF DELIVERABLE FORM.....	49
ATTACHMENT 10 – NON-DISCLOSURE AGREEMENT (OFFEROR).....	50
ATTACHMENT 11 – NON-DISCLOSURE AGREEMENT (TO CONTRACTOR).....	51
ATTACHMENT 12 – TO CONTRACTOR SELF-REPORTING CHECKLIST.....	53
ATTACHMENT 13 – LIVING WAGE AFFIDAVIT OF AGREEMENT	56
ATTACHMENT 14 – SAMPLE STATUS REPORT.....	57
ATTACHMENT 15 – SAMPLE WORK ORDER	59
ATTACHMENT 16 – PERFORMANCE EVALUATION.....	60
ATTACHMENT 17 – CERTIFICATION REGARDING INVESTMENTS IN IRAN	68
EXHIBIT A	69

KEY INFORMATION SUMMARY SHEET

This CATS+ TORFP is issued to obtain the services necessary to satisfy the requirements defined in Section 2 - Scope of Work. All CATS+ Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. Master Contractors choosing not to submit a proposal 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+ RFP issued by the Maryland Department of Information Technology (DoIT) and subsequent Master Contract Project Number 060B2490023, including any amendments.

TORFP Title:	SHA Environmental Toolkit Business Services TORFP
Functional Area:	Functional Area #2 – Web and Internet Systems
TORFP Issue Date:	9/24/2013
Closing Date and Time:	10/17/2013 at 2:00 PM Eastern Time
TORFP Issuing Agency:	Maryland Department of Transportation (MDOT) State Highway Administration (SHA) Office of Environmental Design (OED)
Send Questions and Proposals to:	TO Procurement Officer – Yamillette Waite Office Phone: (410) 865-1123 Email Address: ycollett@mdot.state.md.us
Deadline for Submission of Questions:	October 3, 2013 at 2:00 PM Eastern Time
TO Procurement Officer:	Yamillette Waite Office of Procurement Office Phone: (410) 865-1123 Email Address: ycollett@mdot.state.md.us
SHA MBE Compliance Officer	Earle Beale Office of Equal Opportunity Office Phone: (410) 545-0320 Email Address: ebeale@sha.state.md.us
TO Manager:	Sandra Hertz Office Phone: (410) 545-8609 Office Fax Number: (410) 209-5003
TO Project Number:	J02B3400048
TO Type:	Time and Material with Fixed Price Monthly Web Hosting Services
Period of Performance:	Notice to Proceed (NTP) through May 31 st , 2018
MBE Goal:	20%
Small Business Reserve (SBR):	No
Primary Place of Performance:	Master Contractor’s designated facilities.
TO Pre-proposal Conference:	A pre-proposal conference will not be held for this solicitation

SECTION 1- ADMINISTRATIVE INFORMATION

1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT

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

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

1.2 TO AGREEMENT

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

1.3 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the date and exact time stated in the Key Information Summary Sheet above. The date and time of submission is determined by the date and time of arrival in the TO Procurement Officer's e-mail box. The TO Proposal is to be submitted via e-mail as two e-mails in MS Word format. **Please note that the MDOT email system has an 8 MB limit on email transmission.** You may submit your proposal in more email submissions, if necessary, as long as you clearly indicate the total number of email submissions to be received. The "subject" line in first the e-mail submission shall state the TORFP #J02B3400048- Technical Proposal. The second e-mail will be the financial response to this CATS+ TORFP and shall be titled, "CATS+ TORFP #J02B3400048 Financial". The following proposal documents shall be submitted with required signatures as .PDF files with signatures clearly visible:

- Attachment 1 – Price Proposal
- Attachment 2 - MBE Forms A and B
- Attachment 4 - Conflict of Interest and Disclosure Affidavit
- Attachment 10 – Non Disclosure Agreement (Offeror)
- Attachment 11 – Non Disclosure Agreement (TO Contractor)
- Attachment 13 – Living Wage Affidavit of Agreement
- Attachment 17 - Certification Regarding Investments in Iran

1.4 ORAL PRESENTATIONS/INTERVIEWS

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

1.5 MINORITY BUSINESS ENTERPRISE (MBE)

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

1.6 CONFLICT OF INTEREST

The TO Contractor awarded the TO Agreement shall provide IT technical and/or 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 CATS+ TORFP Template for Business Services, Final 092413yw

Attachment 4 to 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 shall be aware that the State Ethics Law, State Government Article, §15-508, might limit the selected Master Contractor's ability to participate in future related procurements, depending upon specific circumstances.

1.7 NON-DISCLOSURE AGREEMENT

Certain system documentation may be available for potential Offerors to review at a reading room at the State Highway Administration, 707 N. Calvert Street, Baltimore, Maryland 21202 address located in the Office of Information Technology, 6th Floor, Mailstop C-605. Offerors who review such documentation shall be required to sign a Non-Disclosure Agreement (Offeror) in the form of Attachment 10. Please contact the TO Procurement Officer of this TORFP to schedule an appointment.

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

1.8 LIMITATION OF LIABILITY CEILING

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

1.9 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES

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

Attachment 12 is a sample of the TO Contractor Self-Reporting Checklist. DoIT will send initial checklists out to applicable TO Contractors approximately three months after the award date for a TO. The TO Contractor shall complete and return the checklist as instructed on the checklist. Subsequently, at six month intervals from the due date on the initial checklist, the TO Contractor shall update and resend the checklist to DoIT.

1.10 IRANIAN NON-INVESTMENT

A proposal submitted by an Offeror shall be accompanied by a completed Certification Regarding Investments in Iran. A copy of this Certification is included as Attachment 17 of this TORFP.

1.11 QUESTIONS

All questions must be submitted via email to the Procurement Officer no later than the date and time indicated in the Key Information Summary Sheet.

1.12 LIVING WAGE

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

A proposal submitted by an Offeror shall be accompanied by a completed Living Wage Affidavit of Agreement, Attachment 13..

1.13 CHANGE ORDERS

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

SECTION 2- SCOPE OF WORK

2.1 PURPOSE

The SHA OED is issuing this CATS+ TORFP to obtain the services of a Master Contractor with a broad range of technical expertise to assist the SHA in managing OED's three (3) Environmental Toolkit Internet applications: Environmental Monitoring (EM), Maryland Department of the Environment (MDE), and Quality Assurance (QA). The responsibilities of the Master Contractor shall be to assist in the transition of these applications from their current consultant location to the selected TO Contractor location, system operations and maintenance support activities in addition to the hosting of the current applications and Web sites. In addition to these responsibilities, this Task Order shall provide access to additional consultant resources to address non-recurring optional tasks or assignment for system enhancements/modifications to these existing Web applications or architecture as described in Section 2.6.4, Work Order Assignments. The services provided through this Task Order will be critical to supporting OED's Environmental Compliance and Stewardship goals to improve efficiencies in our environmental processes and to provide services and products to our customers and cooperating federal, State, and local agencies that meet or exceed their expectations. The goals of this Task Order are to ensure that the SHA has the appropriate resources, skills and expertise to manage and enhance OED's Environmental Toolkits and associated Web sites consistent with Maryland Department of Information Technology standards, Internet and application security and Section 508 compliance standards.

SHA shall award this task order to one Master Contractor that proposes a team of individual resources and/or subcontractors that can best satisfy the Task Order requirements. This team of resources may be required to work at SHA Headquarters from time to time. Therefore only TO Contractors submitting a proposal with a team of resources that shall satisfy all Task Order requirements will be accepted for evaluation.

2.2 REQUESTING AGENCY BACKGROUND

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

The SHA Business Plan is available online at:

www.roads.maryland.gov/oc/shabusinessetnl.pdf

The OED mission is to incorporate environmental design, compliance and stewardship as a fundamental and integral component of highway planning, design, construction and maintenance.

It is the mission of the Environmental Compliance and Stewardship Key Performance Area (KPA) to support SHA's key goal to develop and maintain Maryland State Highways in an environmentally responsible manner. The KPA Council works with SHA Leadership and local business offices to develop objectives, strategies and performance measures to achieve the key goal, and monitors achievement targets to ensure continuous progress.

2.3 ROLES AND RESPONSIBILITIES

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

- TO Procurement Officer – MDOT representative responsible for managing the TO solicitation and award process, change order process, and resolution of TO Agreement scope issues.
- SHA MBE Compliance Officer – SHA representative responsible for working with the TO Procurement Officer and TO Manager to ensure MBE compliance of issued Task Orders and to gather payment data from both the Prime Contractor and MBE Subcontractor(s) for the reporting of MBE participation on SHA procurements to MDOT and the Governor's Office of Minority Affairs (GOMA).
- TO Manager – SHA representative responsible for managing the day to day activities of the TO including the direct management and supervision of the project tasks. The TO Manager will also be responsible for

preparing the task assignments and issuing work orders, review and approval of proposed change orders, review and approval of proposed substitution of personnel, reviewing and approving invoices and monitoring and reporting task order performance.

- *TO Contractor Key Management Personnel* – Representative of the TO Contractor who oversees TO Contractor personnel assigned under this TO. This representative shall be the point of contact for managing and correcting any disputes related to this TO. This representative shall also be responsible for the preparation and submittal of invoices and MBE reports by the due date defined in this TO as well as any other correspondence relating to this TO and its activities.

2.4 PROJECT BACKGROUND

The OED recognizes that information systems development and enhancement efforts shall be well-managed in order to meet the needs of the business areas and to be accomplished on-time and within budget. The OED has a backlog of requests for enhancements and for the maintenance and website hosting to three (3) Environmental Toolkit Internet applications: EM, MDE, and QA. These applications are currently being maintained external to SHA for system operations and maintenance support activities along with the hosting of the current applications and Web sites. In addition to the support, maintenance and hosting responsibilities, this Task Order shall provide access to additional consultant resources to address non-recurring optional tasks or assignments for system enhancements to these existing Web applications or architecture.

The OED is responsible for environmental design, compliance and stewardship for highway planning, design, construction and maintenance. To assist with these responsibilities, over time, OED has contracted the services of several different consultant companies to develop several different custom applications for OED.

The details of some of these applications are as follows:

EM, MDE & QA Toolkits

SHA has had several ‘Toolkits’ developed in support of their day to day operations. All three (3) applications were developed by the same vendor using the same system architecture. Generally speaking, elements that vary relate to the database schemas themselves and moreover the timing with which usage of these applications occurs based on the SHA project lifecycle.

Existing System Configuration(s)

The applications provide for a multi-user environment in a web-based (thin client) format using a Web Browser such as Internet Explorer. They were coded using Microsoft .NET, each data schema is collectively represented as a single database instance residing in Oracle 10g which is hosted off-site from SHA. There is no geographic information system (GIS) component associated with any of the Toolkits. Each application includes a similar limited search/filter interface whereby records are returned to the end user in a grid format. If the end user applies no data to the search panel, all results are returned.

EM Toolkit

The EM Toolkit is used to track the compliance of large-scale projects through independent environmental monitors. This application is used by SHA consultants, who submit daily reports thru the application during the construction phase of a given project. When OED is alerted via email auto-response of a non-compliance status or an accident, they use this application to review the report, permit, and other associated project documents. Just like the MDE Toolkit, the EM Toolkit also includes an events and alerts calendar along with a projects communication module.

1) General Info

- a) Toolkit allows permitting owner agency Project Managers, Agency Reviewers, and Environmental Monitors to work in a collaborative online environment to ensure environmental permit compliance conditions are tracked and enforced.
- b) Used to track permit compliance of large-scale projects through independent environmental monitors (often required by permits). Used by SHA consultants who submit daily reports through Toolkit during a project’s construction phase. OED is alerted via email auto-response of a non-compliance status.
- c) All aspects of the application are currently managed and hosted by RAM Consulting Corporation.

d) Both internal and external users need access, approximately 25 users.

2) *General Technology*

- a) Application level. Visual Studio 2008, ASP.NET, .NET Framework 3.5.
 - i) Custom login (Basic User Name and Password Login)
- b) Database level. Oracle Express, Oracle 10g with ADO.NET (Oracle Client protocol),
 - i) Database schema EMTUSER = 96 MB
 - (1) Stored Documents = 21 GB
 - (2) Annual growth rate of 20%
 - (3) Approximately 25 active user accounts
 - ii) Windows 2008 R2, 64 bit Operating System
 - iii) SMTP Outbound traffic.
- c) Web level. Standard HTTP, Web Browser, IIS, 64-bit with ASP.NET
- d) Other service level (FTP, Web Services, etc.). Business Objects Crystal Reports XI,

3) *Documentation Available*

- a) Integration Document
- b) Implementation Plan Document
- c) User / Business Side System Administrators Manual
- d) System Administration Manual

MDE Toolkit

The MDE Toolkit was developed to track and monitor the status of SHA related projects through the State and federal permitting process. This application is used by SHA subcontractors working on-site at MDE or at their home offices, in addition to OED staff in order to assess the status of a given permit application through the permitting process. The MDE Toolkit includes a project communication module that tracks correspondence as well as key milestones related to a given permit application and its associated status. Follow up actions that are over-due are flagged with an icon and emails are auto-generated when the status of a project changes. The application also includes a document upload component; the types of documentation typically uploaded include a copy of the Joint Permit Application (JPA) in addition to authorization letters, impact plates, plan sheets, and email correspondences. Permit milestone status is tracked as well as specific permit details, such as authorization date, expiration date, permit number, special conditions, and permitting agency.

1) *General Info*

- a) Toolkit allows permitting owner agency Project Managers, Agency Reviewers, and Environmental Monitors to work in a collaborative online environment to ensure environmental permit compliance conditions are tracked and enforced.
- b) Web-based tracking database used by SHA's MDE consultant permit reviewers and OED's Environmental Programs Division to track and monitor the status of key milestones involved in acquiring permits by the Advertisement Date for the proposed SHA construction project. Overdue follow-up items are flagged and e-alerts generated.
- c) All aspects of the application are currently managed and hosted by RAM Consulting Corporation.
- d) Both internal and external users need access, approximately 40 users.

2) *General Technology*

- a) Application level. Visual Studio 2008, ASP.NET, DOT NET Framework 3.5.
 - i) Custom login (Basic User Name and Password Login)
- b) Database level. Oracle Express, Oracle 10g with ADO.NET (Oracle Client protocol),
 - i) Database schema MDEUSER = 50 MB
 - (1) Stored Documents = 2.2 GB
 - (2) Annual growth rate of 25%
 - (3) Approximately 40 active user accounts
 - ii) Windows 2008 R2, 64 bit Operating System

- iii) SMTP Outbound traffic.
- c) Web level. Standard HTTP, Web Browser, IIS, 64-bit with ASP.NET
- d) Other service level (FTP, Web Services, etc.). Business Objects Crystal Reports XI,

3) *Documentation Available*

- a) Integration Document
- b) Implementation Plan Document
- c) User / Business Side System Administrators Manual
- d) System Administration Manual

QA Toolkit

The QA Toolkit was developed for QA Inspectors within the Environmental Programs Division (EPD) of OED. The purpose of this application is to automate the process by which inspections are documented and tracked related to Soil Erosion Sediment Control Standards and Procedures for SHA Projects during Construction phases. The application serves as a tracking system by allowing end users to conduct data entry on inspection reports for authorized projects. The toolkit scheduling system sets 14 day deadlines for an inspector to complete a routine project review during the active stages of construction on Administration projects. This is a dynamic schedule that can also adjust the deadline based on the grade a project may receive from an inspection. Auto-response emails are also generated based on the grade assigned to a given inspection once the report is completed. Details associated with the MDE Sediment, Stormwater, Dam Safety program's authorization are accessible through the application including copies of the authorization letter. Reference documentation (e.g. Manuals, Specifications, Templates, etc), are also available through the site to further aid end users. This toolkit also generates monthly reports for multiple Offices and Districts throughout SHA along with compiling data for State Stat and the Administrations Business Plan.

2) *General Info*

- a) Toolkit allows permitting owner agency Project Managers, Agency Reviewers, and Environmental Monitors to work in a collaborative online environment to ensure environmental permit compliance conditions are tracked and enforced.
- b) Compile and track State Stat and Administration Business Plan data.
- c) Web-based inspection database used by SHA Quality Assurance inspectors to document and track project ratings/issues related to Soil Erosion Control Standards for SHA construction projects in accordance with an Memorandum of Understanding (MOU) with the Maryland Department of the Environment.
- d) All aspects of the application are currently managed and hosted by RAM Consulting Corporation.
- e) Both internal and external users need access, approximately 100 users.

3) *General Technology*

- a) Application level. Visual Studio 2008, ASP.NET, DOT NET Framework 3.5.
 - i) Custom login (Basic User Name and Password Login)
- b) Database level. Oracle Express, Oracle 10g with ADO.NET (Oracle Client protocol),
 - i) Database schema QA = 275 MB
 - (1) Stored Documents = 2.2 GB
 - (2) Annual growth rate of 25%
 - (3) Approximately 100 active user accounts
 - ii) Windows 2008 R2, 64 bit Operating System
 - iii) SMTP Outbound traffic.
- c) Web level. Standard HTTP, Web Browser, IIS, 64-bit with ASP.NET
- d) Other service level (FTP, Web Services, etc). Business Objects Crystal Reports XI.

4) *Documentation Available*

- a) Integration Document
- b) Implementation Plan Document
- c) User / Business Side System Administrators Manual

d) System Administration Manual

2.5 PROFESSIONAL DEVELOPMENT

Technology and software products continuously change. The TO Contractor shall ensure continuing education opportunities for the personnel provided. This education shall be associated with the technologies currently utilized by SHA or anticipated to be implemented by SHA in the near future. All costs, including, but not limited to, the actual course costs and course attendance time are the responsibility of the TO Contractor. SHA will not cover any costs associated with the professional development of the TO Contractor personnel. A copy of all training certificates, etc. shall be submitted to the TO Manager by January 2nd of each year that the TO Agreement is effective.

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

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

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

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

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

2.6 REQUIREMENTS

As part of this TORFP, the TO Contractor shall be required, but not limited to, to support the following requirements.

2.6.1 FUNCTIONAL / BUSINESS REQUIREMENTS

TO Contractor shall:

ID #	Functional / Business Requirements
2.6.1.1	Not perform billable hours without prior approval of the Task Order Manager.
2.6.1.2	Provide weekly status updates.
2.6.1.3	Provide IT project management support: <ul style="list-style-type: none">• Assist in the management for the transition of the identified projects from the existing Consulting firms.• Manage business-related IT project enhancements for identified systems.• Assist to provide migration plan for re-platform and/or re-engineer from existing architectures to standard platform and configuration.• Manage projects to re-platform and/or re-engineer from existing architectures to standard platform and configuration.• Assist to provide the application consolidation and integration plan.

	<ul style="list-style-type: none"> Assist in the management for application consolidation and integration. Manage on-going maintenance and enhancement efforts for existing applications. Manage hosting services.
2.6.1.4	<p>Provide hosting services for identified systems on TO Contractor provided dedicated server(s) for at least two environments (Production & Development / Test) for all applications.</p> <ul style="list-style-type: none"> Provide copies of Contracts or service agreements that identify disaster recovery (DR) strategy, SLA and restrictions if Hosting Services are provided by someone other than the selected TO Contractor.
2.6.1.5	Provide maintenance and support for identified systems to maintain SHA approved OS, database and software versions as well as reported bugs.
2.6.1.6	Provide business analysis and requirement gathering support for system enhancements to identified systems and develop requirements documentation.
2.6.1.7	Provide system enhancements that would bring the identified systems in compliance with the State Data Security Standards.
2.6.1.8	Prepare and maintain updates to Disaster Recovery plans for identified systems.
2.6.1.9	Deliver, at each production roll out, copies of all associated non-compiled source code.
2.6.1.10	Create upgrade and migration schedules and plans that will minimize the impact on production and mission critical systems.
2.6.1.11	Troubleshoot problems encountered by clients using the application software and reported through the SHA Help Desk and forwarded to the TO Contractor. TO Contractors will not have direct access to the SHA Help Desk.
2.6.1.12	Develop forms and reports for supported applications, as needed.
2.6.1.13	Maintain a Trouble Report (TR) / Change Request (CR) Log for each application assigned.
2.6.1.14	Perform integration testing and provide testing reports of remediated TR/CR Code enhancements prior to releasing for User Acceptance Testing (UAT).
2.6.1.15	<p>Maintain and update system documentation including but not limited to:</p> <ol style="list-style-type: none"> Integration Document Implementation Plan Users Guides Administrator Guides Test Cases Release Notes Security Procedures
2.6.1.16	Analyze, recommend and design appropriate system security according to policies for data and application security using MDOT and DoIT security standards.
2.6.1.17	Host all SHA application assets on dedicated servers (physical or virtual).
2.6.1.18	Request pre-approval by SHA for any third party software required in support of these applications. TO Contractor shall make all licensing transferable or licensed on behalf of SHA.
2.6.1.19	Plan, design, develop and integrate a GIS component, at the direction of SHA, for each of the Toolkits based on SHA approved GIS technology.

2.6.2 TECHNICAL REQUIREMENTS

TO Contractor shall:

ID #	Technical Requirements
2.6.2.1	Ensure systems availability for 12:00 am to 11:59 pm Monday through Sunday (24/7).
2.6.2.2	Comply with SHA Approved software architecture in their development efforts.
2.6.2.3	Ensure the SHA Office of Information Technology is delivered copies of application, database and web-site non-compiled native code at the completion of each approved system

	modification to the production environment. In addition to the native code, ensure the delivery of any third party modules or toolkits used in the construction of the application along with the transfer of appropriate licenses.
2.6.2.4	Design the data model used by the applications.
2.6.2.5	Develop data modeling using tools ERWIN and/or TOAD Data Modeler (Files to be transferred to SHA upon acceptance).
2.6.2.6	Deploy at a minimum, a two server environment with one dedicated to the Production Environment and the second dedicated to Development / Testing Environment for all applications.

2.6.3 NON-FUNCTIONAL, NON-TECHNICAL REQUIREMENTS

TO Contractor shall:

ID #	Non-Functional, Non-Technical Requirements
2.6.3.1	Prepare/update SHA approved documents using SDLC/Agile methodologies & facilitate review : <ul style="list-style-type: none"> Document all appropriate project related artifacts and deliverables.
2.6.3.2	Set up and coordinate various meetings including prep minutes: <ul style="list-style-type: none"> Participate in internal/external SHA staff meetings as requested.
2.6.3.3	Perform any SHA approved System Upgrades after 7:00 pm during the work week or any time on weekends unless otherwise approved by SHA.
2.6.3.4	Provide training and training manual when called upon, for end users and or system administrators upon system implementation or enhancement.

2.6.4 WORK ORDER ASSIGNMENTS

As required by SHA, the TO Contractor will be issued a Work Order assignment, by the TO Manager, identifying the scope and restrictions of the effort to be completed. This could include, but is not limited to, small additions or enhancements to the OED’s applications; the development of new application modules; or other defined support services. These Work Order assignments could involve one or a team of consultant resources. When this need occurs, SHA will issue a Work Order for the individual project assignment outlining the details of the assignment as known at that time. The TO Contractor will review and estimate what approved labor categories will be used, their costs and estimated time to complete the assignment. When the initial TO Contractor estimates are approved by the TO Manager, the TO Contractor shall attend a minimum of one (1) review session to collect the pertinent requirements associated with the assignment and provide an updated Work Order estimate if required. The TO Contractor shall be responsible for developing a requirements definition resulting from the review session(s), as a vehicle to verify, document, maintain and provide feedback the results of each session.

The TO Contractor shall develop an implementation plan according to the SHA approved direction resulting from these review sessions, complete the assignment, and review and test the completed assignment with the customer prior to promotion to the testing or production environments located at SHA.

Once the assignment is finished, the TO Contractor shall finalize any code documentation and submit to the SHA TO Manager.

2.6.5 SERVICE LEVEL AGREEMENT

The table below defines SHA’s proposed Service Level Agreement (SLA) model. Master Contractors shall indicate their agreement with the SLA in their proposal, otherwise they may be deemed not reasonably susceptible for award.

Service Levels	Phone Response	Response Availability	Resolution Time	Comments

High (any situation that stops production)	2 hour	5 days/week, Mon-Fri, 7AM-6PM	Within 24 hours after first report	Provide updates every 4 hours until resolution
Normal (any situation where if nothing is done quickly it will effect production but does not require an immediate action)	Close of business (COB)	Beginning of next business day.	Within 2 days after first report	Provide updates by COB each day until resolution
Low (any situation where the production is not interrupted and users can still access the applications)	Next business day	Two business days	Within 1 week after report	Provide updates by COB each day until resolution

2.6.6 BACKUP / DISASTER RECOVERY

The TO Contractor shall perform backups of the web, application, and database servers on a nightly basis, at a minimum, to allow for complete system and data recovery in the event of a disaster or an extended system outage. The methodology by which these backups are conducted will be mutually agreed upon. The TO Contractor shall ensure that copies of the backups are stored off site and are maintained until SHA approvals disposal.

2.6.7 HARDWARE, SOFTWARE, AND MATERIALS

There is no planned Hardware, Software or Materials to be purchased under this Task Order. However, should third party software be required in support of these applications, it shall be pre-approved by SHA. All licensing shall be transferable or licensed on behalf of SHA. All development work shall occur at the TO Contractor facilities with the use of their own hardware and software in accordance to SHA’s IT Architecture. All systems shall be maintained and hosted at the TO Contractor’s facilities and/or the TO Contractors designated hosting company that is approved by SHA.

2.7 DELIVERABLES/ACCEPTANCE CRITERIA

2.7.1 DELIVERABLE SUBMISSION PROCESS

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

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

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

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

Upon receipt of a final deliverable, the TO Manager shall commence a review of the deliverable as required to validate the completeness and quality in meeting requirements. Upon completion of validation, the TO Manager shall issue to the TO Contractor notice of acceptance or rejection of the deliverables in an Agency Acceptance of Deliverable Form (Attachment 9). In the event of rejection, the TO Contractor shall correct the identified deficiencies or non-conformities. Subsequent project tasks may not continue until deficiencies with a deliverable are rectified and accepted by the TO Manager or the TO Manager has specifically issued, in writing, a waiver for conditional continuance of project tasks. Once the State’s issues have been addressed and resolutions are accepted by the TO Manager, the TO Contractor will incorporate the resolutions into the deliverable and resubmit the deliverable for acceptance. Accepted deliverables shall be invoiced within 30 days in the applicable invoice format (Reference 2.12 Invoicing).

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

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

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

2.7.2 DELIVERABLE DESCRIPTIONS / ACCEPTANCE CRITERIA

ID	Deliverable Description	Acceptance Criteria	Due Date / Frequency
2.7.2.A	Weekly Status Reports (See Attachment #14 for Template.)	Microsoft (MS) Word document that documents: <ul style="list-style-type: none"> • Activities completed for the week • Activities in progress • Next week’s planned activities • Activities on hold/issues • Activities requiring overtime • Action Items 	Receipt by close of business Friday following the previous week.
2.7.2.B	Monthly Invoices	Contains content defined in Section 2.12.1	Receipt by the 10th day

		and accurately reflects time worked.	of each month with specified content.
2.7.2.C	Monthly MBE Reports	Completed forms for D-5 and D-6 from Attachments in TORFP.	Receipt of Attachment 2 – Form D-5 by the 10 th day of each month with specified content and submitted with the monthly invoice. Receipt of Attachment 2 – Form D-6 by the 10th day of each month with specified content and submitted directly by the Subcontractor.
2.7.2.D	Monthly Hosting Services	Hosting service for both environments shall have a 98% up time.	Monthly
2.7.2.E	Migration Plan	MS Word document that provides plan for re-platform and/or re-engineer from existing architectures to standard platform and configuration	NTP + 15 Calendar Days
2.7.2.F	TO Contractor will deliver copies of all associated non-compiled source code. (Section 2.6.1.10)	Source-code shall be: <ul style="list-style-type: none"> • Fully documented • Non-compiled • Be accompanied with release notes for how to install or perform update 	At each production roll out
Deliverables required from Work Order Task Assignments			
2.7.2.G	Ancillary Documentation	Deliverable shall be an MS Office document. The contents of document will be defined for each Work Order.	As defined in each Work Order. See Section 2.6.4.
2.7.2.H	Ancillary Work Order Task Deliverables	Acceptance criteria for Work Order Task Deliverable will be defined in each Work Order.	As defined in each Work Order. See Section 2.6.4.

2.8 REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES

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

- The State’s System Development Life Cycle (SDLC) methodology
- The State Information Technology Security Policy and Standards
- The State Information Technology Project Oversight
- The State of Maryland Enterprise Architecture
- The Maryland Department of Transportation’s Security Policy
- The TO Contractor shall follow the project management methodologies that are consistent with the Project Management Institute’s Project Management Body of Knowledge Guide. TO Contractor’s staff and subcontractors are to follow a consistent methodology for all TO activities.

2.9 TO CONTRACTOR PERSONNEL EXPERTISE REQUIRED

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

2.10 TO CONTRACTOR MINIMUM QUALIFICATIONS

The following minimum qualifications are mandatory. 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.

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

- One resource that has 5 years of project management experience
- 3 years of experience working with Environmental Compliance Regulations
- 2 years of experience with Oracle 10g or higher
- 2 years of experience with SMTP Calls
- 2 years of experience with SOAP
- 2 years of experience with FTP
- 2 years of experience with Visual Studio 2008, ASP.NET programming
- 2 years of experience with ADO.NET (Oracle Client Protocols)
- 2 years of experience with .Net Framework 3.0 or higher
- 2 years of experience with ArcGIS Server and Web ADF
- 2 years of experience with Business Objects Crystal Reports
- 2 years of experience with Active Reports
- 2 years of experience with Web Services
- 1 year of experience in Cascading Style Sheets.
- 1 year of experience in SSL
- 2 years of experience with Windows Server 2008 64 bit OS setup and configuration
- 1 year of experience in hardware and software maintenance and upgrades
- 1 year of experience in latest IIS Security patches and threats

2.11 RETAINAGE

There will be no retainage associated with this Task Order.

2.12 INVOICING

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

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

The TO Contractor shall submit monthly invoices for SHA/HISD approval and payment that coincide with the submission of the status reports on or before the 10th day of the month. The invoices shall identify actual hours by each person assigned to the Task Order during the reporting period. Invoices shall be accompanied by timesheets and paid TO Contractor invoices documenting charges for labor in accordance with the TO Contractor Price Proposal for the Master Contract.

Invoices and all required documentation shall reflect the first day of the month through the last day of the month, **only**. Any piece of documentation showing hours worked the days before or after any given documented month

will be considered incorrect and the TO Contractor will be required to resubmit the entire package. Any documentation received after the 10th day of any month will be late. If the 10th of any month falls on a weekend, government holiday, or State of Maryland Service Reduction day, all documentation is due the last government business day prior to the 10th.

It is the sole responsibility of the TO Contractor to ensure that all required monthly documentation is received by the 10th of each month.

2.12.1 INVOICE FORMAT

- A) A proper invoice shall identify SHA, labor category, associated TO Agreement number and Title, date of invoice, period of performance covered by the invoice, the SHA issued BPO Number and a TO Contractor point of contact with telephone number.
- B) The TO Contractor shall send the original of each invoice and supporting documentation (itemized billing reference for employees, including detail of work) to:
 - i. E-Mail: shertz@sha.state.md.us
 - ii. The Task Order Project Manager's name **shall** be shown on the E-mail Subject Line
- C) Invoices for final payment shall be clearly marked as "FINAL" and submitted when all work requirements have been completed and no further charges are to be incurred under the TO Agreement. Under no circumstances shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.

2.13 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 SHA's Office of Environmental Design at the same time the invoice copy is sent. The TO Contractor shall ensure that each MBE Subcontractor provides a completed MBE Participation Form (Attachment 2, Form D-6). Subcontractor reporting shall be sent directly from the Subcontractor to SHA's OED. SHA's OED 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 Procurement Officer and TO Manager.

2.14 PERFORMANCE EVALUATION

Master Contractor personnel will be formally evaluated by the TO Manger on a yearly basis for each assignment performed during that period. The established performance evaluation and standards are included as Attachment 16. Performance issues identified by the agency at any time and throughout the duration of the contract are subject to the mitigation process described in Section 2.15 below.

2.15 PERFORMANCE PROBLEM MITIGATION

In the event the agency is not satisfied with the performance of the Master Contractor personnel, the mitigation process is as follows: The TO Manager will notify the Master Contractor in writing describing the problem and delineating remediation requirements. The Master Contractor will have three (3) business days to respond with a written remediation plan. The plan will be implemented immediately upon acceptance by the TO Manager. Should performance issues persist, the TO Manager may give written notice or request immediate removal of the individual whose performance is at issue.

2.16 SUBSTITUTION OF PERSONNEL

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

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

2.17 WORK ORDER ASSIGNMENTS

Work Orders shall be issued under this TORFP to the TO Contractor on an as-needed basis.

SHA shall issue a Work Order (Attachment 15) assignment to the TO Contractor identifying the scope and restrictions of the effort to be completed. A Work Order could include, but is not limited to, small additions or enhancements to the OED's applications, the development of new applications or other defined support services. The TO Contractor shall review and provide an estimate of the cost using hours and rates based upon the approved labor categories rates to complete the assignment. When the TO Contractor estimate is approved by the TO Manager, the TO Contractor shall attend a minimum of one (1) review session to collect the pertinent requirements associated with the assignment and provide an updated Work Order estimate if required. The TO Contractor shall be responsible for developing a requirements definition resulting from the review session(s), as a vehicle to verify, document, and maintain the results of each session.

The TO Contractor shall also develop an implementation plan according to the SHA approved direction resulting from the review session(s), complete the Work Order assignment, and review and test the completed assignment with the customer prior to promotion from TO Contractor development environment to the testing and to the production environments located at SHA.

Once the assignment is finished, the TO Contractor shall finalize any code documentation and submit to the SHA TO Manager.

2.17.1 WORK ORDER PROCESS

The TO Manager shall, on an as needed basis, issue work to the TO Contractor using this Work Order process. The Work Order process is applicable on all tasks under this TORFP. The process for a Work Order request is as follows:

- 1) The TO Manager shall email a Work Order request to the TO Contractor via the Work Order. The request may include:
 - a. technical requirements and description of the services needed;
 - b. performance objectives and/or deliverables, as may be applicable;
 - c. due date and time for submitting a response to the request;
 - d. performance testing period; and
 - e. other specific information as requested from the TO Contractor.
- 2) The TO Contractor shall respond by email to the TO Manager to the Work Order request. The TO Contractor shall e-mail a response to the TO Manager within the specified time and include at a minimum:
 - a. a response that details the TO Contractor's understanding of the requirement/work;
 - b. a description of the proposed work plan in narrative format including time schedules, and if required a WBS chart. This description shall include a schedule of resources including proposed subcontractors and related tasks, including an explanation of how tasks will be completed.

- c. Identification of those activities or phases that can be completed independently or simultaneously versus those that shall be completed before another activity or phase can commence.
 - d. The personnel resources, including those of SHA and subcontractors, and estimated hours to complete the task.
- 3) The TO Manager will review the response and will either approve the work or contact the TO Contractor to obtain additional information, clarification or revision to the work.

Once satisfied, the TO Manager will then email the TO Contractor with approval to proceed.

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SECTION 3 - TASK ORDER 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 the CATS+ Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu.

3.2 FORMAT

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

3.2.1 TECHNICAL PROPOSAL

- A) Proposed Services
 - 1) Requirements: A detailed discussion of the Master Contractors understanding of the work and the Master Contractor's capabilities, approach, solution and schedule 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. Master Contractors shall avoid assumptions that counter or constitute exceptions to TORFP terms and conditions.
 - 3) Proposed Tools: A description of any tools, for example hardware and/or software applications that will be used to facilitate the work.
- B) Proposed Personnel
 - 1) Identify and provide resumes for all proposed personnel by labor category. The resume shall feature prominently the proposed personnel's skills and experience as they relate to the Master Contractor's proposed solution and Section 2 – Scope of Work.
 - 2) Document that the proposed team of personnel meet the minimum required qualifications and possess the required certifications in accordance to Section 2.10.
 - 3) Provide the names and titles of the Master Contractor's management staff who will supervise the personnel and quality of services rendered under this TO Agreement.
 - 4) Complete and provide with the proposal submission, Attachment 5 – Labor Classification Personnel Resume Summary.
- C) MBE Participation
 - 1) Submit completed MBE documents Attachment 2 - Forms A and B.
- D) Subcontractors
 - 1) Identify all proposed subcontractors, including MBEs, and their roles in the performance of Section 2 - Scope of Work.
- E) Master Contractor and Subcontractor Experience and Capabilities
 - 1) Provide up to three examples of projects or contracts the Master Contractor has completed that were similar to Section 2 - Scope of Work. 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 entity of the State of Maryland. For each identified contract, the Master Contractor shall provide:
- a) Name of organization.
 - b) Point of contact name, title, and telephone number
 - c) Services provided as they relate to Section 2 - Scope of Work.
 - d) Start and end dates for each example project or contract. If the Master Contractor is no longer providing the services, explain why not.
 - e) Dollar value of the contract.
 - f) Whether the contract was terminated before the original expiration date.
 - g) Whether any renewal options were not exercised.

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

F) Proposed Facility

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

G) State Assistance

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

H) Confidentiality

- 1) A Master Contractor shall 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, shall not be disclosed by the State under the Public Information Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland. Contractors are advised that, upon request for this information from a third party, the TO Procurement Officer will be required to make an independent determination regarding whether the information may be disclosed.

3.2.2 FINANCIAL RESPONSE

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

SECTION 4 – TASK ORDER AWARD PROCESS

4.1 OVERVIEW

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

4.2 TECHNICAL PROPOSAL EVALUATION CRITERIA

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

- The Master Contractor's proposed solution and understanding of the TORFP Scope of Work based on the required response in Section 3.2.1.A.1.
- Personnel experience required in Section 3.2.1.B.
- Master Contractor and Subcontractor Experience and Capabilities as specified in Section 3.2.1.E.1.

4.3 SELECTION PROCEDURES

- A) TO Proposals will be assessed throughout the evaluation process for compliance with the minimum personnel qualifications in Section 2.10 and quality of responses to Section 3.2.1 of the TORFP. TO Proposals deemed technically qualified will have their Price Proposal considered. All others will be deemed not reasonably susceptible to award and will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.
- B) The SHA will conduct interviews for each TO Proposal that meets minimum qualifications.
- C) Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.
- D) The most advantageous TO Proposal offer considering BOTH technical and financial submission shall be selected for the work assignment.

4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT

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

ATTACHMENT 1- PRICE PROPOSAL

FOR CATS+TORFP # J02B3400048

LABOR CATEGORIES

Labor Categories	A	B	C
	Hourly Labor Rate	Total Class Hours	Total Proposed CATS+ TORFP Price
(SHA Environmental Toolkit Support, Maintenance and Hosting. Master Contractor to insert Proposed labor categories for this TORFP)			
NTP - Year 1 (EXAMPLE ONLY - The Master Contractor is not required to propose four (4) resources nor are they limited to four (4) resources. Master Contractors shall identify the appropriate number of resources to satisfy the requirements specified in Section 2 of this TORFP.)		A maximum of 2400 labor hours can be used per year. Master Contractor shall parcel these hours among the resources proposed. Hours may be reallocated between resources during the TO year, but shall not exceed the total dollar value originally proposed for the 2400 hours.	
(Resource Name / Classification) #1	\$		\$
(Resource Name / Classification) #2	\$		\$
(Resource Name / Classification) #3	\$		\$
(Resource Name / Classification) #4	\$		\$
(Add additional resources as you feel are necessary.)	\$		\$
		Total Labor Cost YR 1	\$
Year 2 (EXAMPLE ONLY - The Master Contractor is not required to propose four (4) resources nor are they limited to four (4) resources. Master Contractors shall identify the appropriate number of resources to satisfy the requirements specified in Section 2 of this TORFP.)		A maximum of 2400 labor hours can be used per year. Master Contractor shall parcel these hours among the resources proposed. Hours may be reallocated between resources during the TO year, but shall not exceed the total dollar value originally proposed for the 2400 hours.	
(Resource Name / Classification) #1	\$		\$
(Resource Name / Classification) #2	\$		\$
(Resource Name / Classification) #3	\$		\$
(Resource Name / Classification) #4	\$		\$
(Add additional resources as you feel are necessary.)	\$		\$

		Total Labor Cost YR 2	\$
Year 3 (EXAMPLE ONLY - The Master Contractor is not required to propose four (4) resources nor are they limited to four (4) resources. Master Contractors shall identify the appropriate number of resources to satisfy the requirements specified in Section 2 of this TORFP.)			
(Resource Name / Classification) #1	\$		\$
(Resource Name / Classification) #2	\$		\$
(Resource Name / Classification) #3	\$		\$
(Resource Name / Classification) #4	\$		\$
(Add additional resources as you feel are necessary.)	\$		\$
		Total Labor Cost YR 3	\$
Year 4 (EXAMPLE ONLY - The Master Contractor is not required to propose four (4) resources nor are they limited to four (4) resources. Master Contractors shall identify the appropriate number of resources to satisfy the requirements specified in Section 2 of this TORFP.)			
(Resource Name / Classification) #1	\$		\$
(Resource Name / Classification) #2	\$		\$
(Resource Name / Classification) #3	\$		\$
(Resource Name / Classification) #4	\$		\$
(Add additional resources as you feel are necessary.)	\$		\$
		Total Labor Cost YR 4	\$
Year 5 (EXAMPLE ONLY - The Master Contractor is not required to propose four (4) resources nor are they limited to four (4) resources. Master Contractors shall identify the appropriate number of resources to satisfy the requirements specified in Section 2 of this TORFP.)			
(Resource Name / Classification) #1	\$		
(Resource Name / Classification) #2	\$		
(Resource Name / Classification) #3	\$		

(Resource Name / Classification) #4	\$		
(Add additional resources as you feel are necessary.)	\$		
		Total Labor Cost YR 5	\$
		Sub Total Evaluated Labor (YR1 through YR5)	\$
	Fixed Monthly Hosting Fee (all inclusive)	Total Hosting Months	Subtotal for the Hosting Services
Web Site Hosting Services	\$	60	\$
Total Evaluated Price			\$

Authorized Individual Name

Company Name

Title

Company Tax ID #

Rates proposed shall be fully loaded rates that include any administrative support for subtasks assigned under this TORFP. Only those resources proposed and approved in this Task Order can be invoiced. The Hourly Labor Rate is the actual rate the State will pay for services and shall be recorded in dollars and cents. The Hourly Labor Rate cannot exceed the Master Contract Rate, but may be lower. Rates shall include all direct and indirect costs and profit for the Master Contractor to perform under the TO Agreement.

SUBMIT AS A .PDF FILE WITH THE FINANCIAL RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS
TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING
REQUIREMENTS

CATS+ TORFP # J02B3400048

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 shall complete a separate Form D-5 for each MBE subcontractor for each month of the contract and submit one copy to each of the locations indicated at the bottom of the form. The report is due no later than the 10th of the month following the month that is being reported. For example, the report for January's activity is due no later than the 10th of February. With the approval of the TO Manager, the report may be submitted electronically. 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 shall make sure that the subcontractor receives all the information necessary to complete the form properly, i.e., all of the information located in the upper right corner of the form. It may be wise to customize Form D-6 (upper right corner of the form) for the subcontractor the same as the Form D-5 was customized by the TO Manager for the benefit of the TO Contractor. This will help to minimize any confusion for those who receive and review the reports.
4. It is the responsibility of the TO Contractor to make sure that all subcontractors submit reports no later than the 10th of each month, regardless of whether there was any MBE payment activity for the reporting month. Actual payment data is verified and entered into the State's financial management tracking system from the subcontractor's D-6 report only. Therefore, if the subcontractor(s) do not submit their D-6 payment reports, the TO Contractor cannot and will not be given credit for subcontractor payments, regardless of the TO Contractor's proper submission of Form D-5. The TO Manager will contact the TO Contractor if reports are not received each month from either the Prime Contractor or any of the identified subcontractors. The TO Contractor shall 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 A
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 B (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 B (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 C - State-Funded Contracts);
- (b) Subcontractor Project Participation Statement (MDOT MBE Form D - 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 A
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 B
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 2

***** 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.
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.

**MDOT MBE FORM B
STATE-FUNDED CONTRACTS
MBE PARTICIPATION SCHEDULE**

PART 1 – INSTRUCTIONS FOR MBE PARTICIPATION SCHEDULE

PAGE 2 OF 2

- D. Is the firm certified as a manufacturer (refer to the firm’s NAICS Code and specific description of products/services) of the products/supplies to be provided? If the answer is NO, please continue to Item E. If the answer is YES, for purposes of achieving the 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.
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 B
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	SECTION 1 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 A – 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 A.
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: _____ (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 _____	3.1. TOTAL PERCENTAGE TO BE PAID TO THE SUBCONTRACTOR (STATE THIS PERCENTAGE AS A PERCENTAGE OF THE TOTAL CONTRACT VALUE- EXCLUDING PRODUCTS/SERVICES FROM SUPPLIERS, WHOLESALERS OR REGULAR DEALERS). _____ % (Percentage for purposes of calculating achievement of MBE Participation goal and subgoals, if any) 3.2. TOTAL PERCENTAGE TO BE PAID TO THE SUBCONTRACTOR FOR ITEMS OF WORK WHERE THE MBE FIRM IS BEING USED AS A SUPPLIER, WHOLESALER AND/OR REGULAR DEALER) (STATE THE PERCENTAGE AS A PERCENTAGE OF THE TOTAL CONTRACT VALUE AND THEN APPLY THE 60% RULE PER SECTION 6(E) IN PART 1 - INSTRUCTIONS). _____ % Total percentage of Supplies/Products x 60% (60% Rule) _____ % (Percentage for purposes of calculating achievement of MBE Participation goal and subgoals, if any)

Please check if Continuation Sheets are attached.

**MDOT MBE FORM B
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	SECTION 2 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 A – 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 A.
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: _____ (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 _____	3.1. <u>TOTAL PERCENTAGE TO BE PAID TO THE SUBCONTRACTOR (STATE THIS PERCENTAGE AS A PERCENTAGE OF THE TOTAL CONTRACT VALUE- EXCLUDING PRODUCTS/SERVICES FROM SUPPLIERS, WHOLESALERS OR REGULAR DEALERS).</u> _____ % (Percentage for purposes of <u>calculating achievement of MBE Participation goal and subgoals, if any</u>) 3.2. <u>TOTAL PERCENTAGE TO BE PAID TO THE SUBCONTRACTOR FOR ITEMS OF WORK WHERE THE MBE FIRM IS BEING USED AS A SUPPLIER, WHOLESALER AND/OR REGULAR DEALER) (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).</u> _____ % Total percentage of Supplies/Products x 60% (60% Rule) _____ % (Percentage for purposes of <u>calculating achievement of MBE Participation goal and subgoals, if any</u>)

Please check if Continuation Sheets are attached.

**MDOT MBE FORM B
STATE-FUNDED CONTRACTS
MBE PARTICIPATION SCHEDULE**

PART 3 – CERTIFICATION FOR MBE PARTICIPATION SCHEDULE

SECTION 3

**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 B 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 B.

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 B 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 C
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
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.

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 5

MINORITY BUSINESS ENTERPRISE PARTICIPATION TO CONTRACTOR PAID/UNPAID INVOICE REPORT

Report #: _____ Reporting Period (Month/Year): _____ Report is due by the 10th of the following month.	CATS+ TORFP #J02B3400048 Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____
--	--

Prime TO Contractor:		Contact Person:	
Address:			
City:		State:	ZIP:
Phone:	FAX:		
Subcontractor Name:		Contact Person:	
Phone:	FAX:		
Subcontractor Services Provided:			
List all unpaid invoices over 30 days old received from the MBE subcontractor named above:			
1.			
2.			
3.			
Total Dollars Unpaid: \$ _____			

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

Return one copy of this form to the following address:

Sandra Hertz, Deputy Director, Office of Environmental Design Maryland State Highway Administration 707 N. Calvert Street, MS C-303 Baltimore, MD 21202 shertz@sha.state.md.us	Earle Beale, D/MBE Manager Office of Equal Opportunity State Highway Administration 211 E. Madison Street, MLL3 Baltimore, MD 21202 ebeale@sha.state.md.us
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Signature: _____ Date: _____

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 6

MINORITY BUSINESS ENTERPRISE PARTICIPATION SUBCONTRACTOR PAID/UNPAID INVOICE REPORT

Report #: _____ Reporting Period (Month/Year): __/_____ Report Due By the 10th of the following Month.	CATS+ TORFP # J02B3400048 Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____
MBE Subcontractor Name: _____	
MDOT Certification #: _____	
Contact Person: _____	
Address: _____	
City: _____	State: _____
ZIP: _____	
Phone: _____	FAX: _____
Subcontractor Services Provided: _____	
List all payments received from Prime TO Contractor during reporting period indicated above. 1. _____ 2. _____ 3. _____ Total Dollars Paid: \$ _____	List dates and amounts of any unpaid invoices over 30 days old. 1. _____ 2. _____ 3. _____ Total Dollars Unpaid: \$ _____
Prime TO Contractor: _____	Contact Person: _____

Return one copy of this form to the following address:

Sandra Hertz, Deputy Director, Office of Environmental Design Maryland State Highway Administration 707 N. Calvert Street, MS C-303 Baltimore, MD 21202 shertz@sha.state.md.us	Earle Beale, D/MBE Manager Office of Equal Opportunity State Highway Administration 211 E. Madison Street, MLL3 Baltimore, MD 21202 ebeale@sha.state.md.us
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Signature: _____ Date: _____

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

ATTACHMENT 3 – TASK ORDER AGREEMENT

CATS+ TORFP# **J02B3400048** OF MASTER CONTRACT #060B2490023

This Task Order Agreement (“TO Agreement”) is made this **day** of **Month**, 200**X** by and between **Task Order Contractor (TO Contractor)** and the STATE OF MARYLAND, SHA’s Office of Environmental Design.

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

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
 - a. “Agency” means the SHA’s Office of Environmental Design, as identified in the CATS+ TORFP # **J02B3400048**.
 - b. “CATS+ TORFP” means the Task Order Request for Proposals # **J02B3400048**, dated **MONTH DAY, YEAR**, including any addenda.
 - c. “Master Contract” means the CATS+ Master Contract between the Maryland Department of Information Technology and **TO Contractor** dated _____.
 - 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 SHA’s Office of Environmental Design and **TO Contractor**.
 - f. “TO Contractor” means the CATS+ Master Contractor awarded this TO Agreement, whose principal business address is _____.
 - g. “TO Manager” means **TO Manager** of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
 - h. “TO 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 _____, commencing on the date of Notice to Proceed and terminating on **Month Day, Year**.

4. Consideration and Payment

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

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

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

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

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

TO Contractor Name

By: Type or Print TO Contractor POC

Date

Witness: _____

STATE OF MARYLAND, SHA's Office of Environmental Design

By: insert name, TO Procurement Officer

Date

Witness: _____

ATTACHMENT 4 – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

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

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

Date: _____ By: _____

(Authorized Representative and Affiant)

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 5 – LABOR CATEGORY PERSONNEL RESUME SUMMARY

INSTRUCTIONS:

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

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

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

ATTACHMENT 5 – LABOR CATEGORY PERSONNEL RESUME SUMMARY (CONTINUED)

Proposed Individual’s Name/Company:	How does the proposed individual meet each requirement?
LABOR CLASSIFICATION TITLE – (INSERT LABOR CATEGORY NAME)	
Education: (Insert the education description from the CATS+ RFP from Section 2.10 for the applicable labor category.)	
Experience: (Insert the experience description from the CATS+ RFP from Section 2.10 for the applicable labor category.)	
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 TECHNICAL PROPOSAL
SIGNATURE REQUIRED AT THE TIME OF THE INTERVIEW

**ATTACHMENT 6 – DIRECTIONS
TO THE PRE-TO PROPOSAL CONFERENCE**

****THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK****

ATTACHMENT 7 – NOTICE TO PROCEED

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS+ Task Order Agreement #J02B3400048

Dear TO Contractor Contact:

This letter is your official Notice to Proceed as of Month Day, Year, for the above-referenced Task Order Agreement. Sandra Hertz of the SHA's Office of Environmental Design will serve as your contact person on this Task Order. Sandra Hertz can be reached at 410-545-8609 and shertz@sha.state.md.us.

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

Sincerely,

TO Procurement Officer

Task Order Procurement Officer

Enclosures (2)

cc: Sandra Hertz

Procurement Liaison Office, Department of Information Technology

Project Management Office, Department of Information Technology

ATTACHMENT 8 – AGENCY RECEIPT OF DELIVERABLE FORM

I acknowledge receipt of the following:

TORFP Title: SHA Environmental Toolkit Business Services TORFP

TO Agreement Number: #I02B3400048

Title of Deliverable: _____

TORFP Reference Section # _____

Deliverable Reference ID # _____

Name of TO Manager: Sandra Hertz

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 2.6.3 OF THE TORFP.

ATTACHMENT 9 – AGENCY ACCEPTANCE OF DELIVERABLE FORM

Agency Name: SHA's Office of Environmental Design

TORFP Title: SHA Environmental Toolkit Business Services TORFP

TO Manager: Sandra Hertz, 410-545-8609

To:

The following deliverable, as required by TO Agreement #J02B3400048, 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 2.6.3 OF THE TORFP.

ATTACHMENT 10 – NON-DISCLOSURE AGREEMENT (OFFEROR)

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

Offeror warrants and represents that it intends to submit a TO Proposal in response to CATS+ TORFP #J02B3400048 for SHA Environmental Toolkit Business Services TORFP. In order for the Offer to submit a TO Proposal, it will be necessary for the State to provide the Offeror with access to certain confidential information including, but not limited, to _____. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information described above, the Offeror agrees as follows:

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

OFFEROR: _____ BY: _____

NAME: _____ TITLE: _____

ADDRESS: _____

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

ATTACHMENT 11 – NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made as of this ____ day of _____, 200____, by and between the State of Maryland (“the State”), acting by and through its SHA’s Office of Environmental Design (the “Department”), and _____ (“TO Contractor”), a corporation with its principal business office located at _____ and its principal office in Maryland located at _____.

RECITALS

WHEREAS, the TO Contractor has been awarded a Task Order Agreement (the “TO Agreement”) for SHA Environmental Toolkit Business Services TORFP, TORFP No. **J02B3400048** dated _____, (the “TORFP”) issued under the Consulting and Technical Services procurement issued by the Department, Project Number 060B2490023; and

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

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

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

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

TO Contractor/TO Contractor's Personnel:

SHA's Office of Environmental Design:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

ATTACHMENT 12 – TO CONTRACTOR SELF-REPORTING CHECKLIST

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

Master Contractor:	
Master Contractor Contact / Phone:	
Procuring State Agency Name:	MDOT – SHA – Office of Environmental Design
TO Title:	SHA Environmental Toolkit Business Services Task Order
TO Number:	J02B3400048
TO Type (Fixed Price, T&M, or Both):	T&M with Fix Fee Hosting Service
Checklist Issue Date:	
Checklist Due Date:	
Section 1 – Task Orders with Invoices Linked to Deliverables	
<p>A) Was the original TORFP (Task Order Request for Proposals) structured to link invoice payments to distinct deliverables with specific acceptance criteria? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, skip to Section 2.)</p>	
<p>B) Do TO invoices match corresponding deliverable prices shown in the accepted Financial Proposal? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____</p>	
<p>C) Is the deliverable acceptance process being adhered to as defined in the TORFP? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____</p>	
Section 2 – Task Orders with Invoices Linked to Time, Labor Rates and Materials	
<p>A) If the TO involves material costs, are material costs passed to the agency without markup by the Master Contractor? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____</p>	
<p>B) Are labor rates the same or less than the rates proposed in the accepted Financial Proposal? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____</p>	
<p>C) Is the Master Contractor providing timesheets or other appropriate documentation to support invoices? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____</p>	
Section 3 – Substitution of Personnel	

<p>A) Has there been any substitution of personnel? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, skip to Section 4.)</p>
<p>B) Did the Master Contractor request each personnel substitution in writing? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____</p>
<p>C) Does each accepted substitution possess equivalent or better education, experience and qualifications than incumbent personnel? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____</p>
<p>D) Was the substitute approved by the agency in writing? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____</p>
<p>Section 4 – MBE Participation</p>
<p>A) What is the MBE goal as a percentage of the TO value? (If there is no MBE goal, skip to Section 5) _____ %</p>
<p>B) Are MBE reports D-5 and D-6 submitted monthly? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____</p>
<p>C) What is the actual MBE percentage to date? (divide the dollar amount paid to date to the MBE by the total amount paid to date on the TO) _____ % (Example - \$3,000 was paid to date to the MBE subcontractor; \$10,000 was paid to date on the TO; the MBE percentage is 30% (3,000 ÷ 10,000 = 0.30))</p>
<p>D) Is this consistent with the planned MBE percentage at this stage of the project? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____</p>
<p>E) Has the Master Contractor expressed difficulty with meeting the MBE goal? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>(If yes, explain the circumstances and any planned corrective actions) _____</p>
<p>Section 5 – TO Change Management</p>
<p>A) Is there a written change management procedure applicable to this TO? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____</p>
<p>B) Does the change management procedure include the following?</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/> Sections for change description, justification, and sign-off</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/> Sections for impact on cost, scope, schedule, risk and quality (i.e., the impact of change on satisfying TO requirements)</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/> A formal group charged with reviewing / approving / declining changes (e.g., change control board, steering committee, or management team)</p>
<p>C) Have any change orders been executed? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>(If yes, explain expected or actual impact on TO cost, scope, schedule, risk and quality) _____</p>

D) Is the change management procedure being followed?

Yes No (If no, explain why) _____

ATTACHMENT 13 – LIVING WAGE AFFIDAVIT OF AGREEMENT

Contract No. _____

Name of Contractor _____

Address _____

City _____ State _____ Zip Code _____

If the Contract is Exempt from the Living Wage Law

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

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

If the Contract is a Living Wage Contract

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

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

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

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

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____ Title: _____

Witness Name (Typed or Printed): _____

Witness Signature & Date: _____

ATTACHMENT 14 – SAMPLE STATUS REPORT

SHA Environmental Toolkit Business Services Task Order

Week Ending:	Date:
Report Prepared by:	Task Number:
TO Contractor:	
Task Name: SHA Environmental Toolkit Business Services	

Name	Labor Category	Hours Expended for the Week	Cumulative Hours Expended

ACTIVITIES COMPLETED:

Resource 1 Name:

Project 1 or Task 1: *(Hours spent)*
 • Subtasks of project or task.

Project 2 or Task 2: *(Hours spent)*
 • Subtasks of project or task.

Resource 2 Name:

Project 1 or Task 1: *(Hours spent)*
 • Subtasks of project or task.

Project 2 or Task 2: *(Hours spent)*
 • Subtasks of project or task.

ACTIVITIES IN PROGRESS:

Resource 1 Name:

- Activity

Resource 2 Name:

- Activity

NEXT WEEK'S PLANNED ACTIVITIES:

Resource 1 Name:

- Activity

Resource 2 Name:

- Activity

ACTIVITIES ON HOLD/ISSUES:

Resource 1 Name:

- Activity / Issue

Resource 2 Name:

- Activity / Issue

ACTIVITIES REQUIRING OVERTIME AND TIME USED:

Resource	Date	Hours	Comments

ACTION ITEMS:

Resource	Item	Status	Comments

ATTACHMENT 15 – SAMPLE WORK ORDER

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

ATTACHMENT 16 – PERFORMANCE EVALUATION

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

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

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

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

INTERPERSONAL	Evaluation				
	Far Exceeds Standards	Exceeds Standards	Meets Standards	Below Standards	Far Below Standards

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

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

WORK HABITS	Evaluation				
	Far Exceeds Standards	Exceeds Standards	Meets Standards	Below Standards	Far Below Standards
Meeting Targets & Timetables	Performs at levels better than targets; early with timetables and deadlines	Always meets targets, timetables and deadlines; always prompt and prepared for meetings and other scheduled events	Consistently meets targets, timetables and deadlines; consistently prompt and prepared for meetings and other scheduled events	Inconsistent in meeting targets, timetables <u>or</u> deadlines; inconsistent in promptness <u>or</u> preparation for meetings <u>or</u> other scheduled events	Frequently does not meet targets, timetables, <u>or</u> deadlines; frequently lacks promptness <u>or</u> preparation for meetings <u>or</u> other scheduled events

Communication with TO Manager	Anticipates developments or delays making appropriate adjustments; works independently with little or no supervision	Always keeps TO Manager informed of key developments; responds quickly and appropriately to unanticipated delays or developments; works independently with minimal supervision	Consistently keeps TO Manager informed of key developments and/or delays; responds to routine developments appropriately; works with general supervision	Inconsistent in keeping TO Manager informed of delays <u>or</u> developments; some routine developments require supervisory guidance; requires close supervision	Frequently does not keep TO Manager informed of developments <u>or</u> delays; routine developments often require supervisory guidance; requires constant supervision
Use of Time	Completes all regular assigned work plus additional assignments; plans productive activities in advance to fill any idle time	Usually completes additional assigned work and completes all regularly assigned duties; finds productive activities to fill any idle time	Completes all assigned work in time allocated; use of idle time does not interfere with work of others	Inconsistent in completing assigned work in time allocated; seldom completes additional tasks	Frequently does not perform regularly assigned work in time allocated; use of idle time negatively impacts work
Organization of Work Environment	Always maintains clean, organized work environment; always practices, maintains and promotes safe work habits; always properly maintains and cares for equipment		Consistently maintains clean, organized work environment; consistently practices and maintains safe work habits; consistently maintains and cares for equipment properly	Inconsistent in maintaining clean, organized work environment; inconsistent in practicing <u>or</u> maintaining safe work habits; inconsistent in properly maintaining <u>or</u> caring for equipment	Frequently does not maintain clean, organized work environment; frequently does not practice safe work habits; frequently does not properly maintain <u>or</u> care for equipment

JOB KNOWLEDGE	Evaluation				
	Far Exceeds Standards	Exceeds Standards	Meets Standards	Below Standards	Far Below Standards
Policies/ Procedures/ Practices	Appropriately uses and interprets correct policies, procedures, and practices and frequently makes recommendations to improve them	Appropriately uses and interprets correct policies, procedures, and practices and occasionally makes recommendations to improve them	Appropriately uses correct policies, procedures, and practices	Inconsistently uses correct policies, procedures, and practices	Rarely uses correct policies, procedures, and practices

Organizational Skills	Systematically and innovatively manages activities, information and resources and makes recommendations for improvement	Systematically manages activities, information and resources and makes some recommendations for improvement	Proficiently manages activities, information and resources	Ineffectively manages some activities, information and resources	Rarely manages activities, information and resources
Equipment/Technology	Develops and uses innovative applications of equipment/technology	Familiar with and appropriately uses equipment/technology	Basic familiarity with equipment/technology	Some understanding of the administration's or unit's equipment/technology	Little or no understanding of the administration's or unit's equipment/technology
Terminology	Appropriately uses and clearly explains terminology of the administration and unit; keeps abreast of new concepts and terminology	Familiar with and appropriately uses terminology of the administration and unit	Basic familiarity with terminology of the administration and unit	Some understanding of the administration's or unit's terminology	Little or no understanding of the administration's or unit's terminology

JOB QUALITY	Evaluation				
	Far Exceeds Standards	Exceeds Standards	Meets Standards	Below Standards	Far Below Standards
Completion of Assignments	Works independently with broad direction and little or no follow up; self-motivated to complete assignments	Independently completes assignments with minimal direction and follow up	Independently completes assignments with routine supervision	Occasionally unable to complete assignments independently; requires frequent supervision and follow up	Requires direct supervision while performing all aspects of routine assignments
Problem Solving	Anticipates potential problems and acts accordingly; makes an effort to prevent recurring problems	Recognizes and analyzes complex problems and takes appropriate action or recommends effective, creative solutions	Recognizes and analyzes routine problems and takes appropriate action	Occasionally recognizes problems; experiences some difficulty with analysis; requires some assistance to develop workable solutions	Rarely recognizes problems; experiences extreme difficulty with analysis; recommends ineffective solutions or unable to recommend solutions

Accuracy	Work performed at the highest level of accuracy; errors extremely rare, always minor	Work performed at a high level of accuracy; errors usually minor in nature	Work performed at an acceptable level of accuracy	Work performed occasionally at an unacceptable level of accuracy; frequent errors	Work performed with frequent and recurrent errors in routine assignments
Work Process/ Product/Services	Develops highest quality work product or demonstrates highest quality of services	Thoroughly researches, analyzes, and prepares high quality work product or provides high quality services	Thoroughly researches and efficiently prepares product at acceptable standards or provides services at acceptable	Has difficulty with work process/product/services; occasionally unable to meet an acceptable standard of quality	Rarely meets acceptable standards of quality
Working Under Pressure	Efficiently and effectively performs all assignments regardless of distractions or pressure situations	Frequently handles difficult pressure situations and distractions without affecting performance; reprioritizes workload as needed	Appropriately handles routine pressure situations and distractions of the job while maintaining normal workload	Low tolerance to some pressure situations or distractions which hinder job performance	Rarely able to work under pressure situations or handle distractions

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

ATTACHMENT 17 – CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

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

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

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

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

CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

(ii) it is not engaging in investment activities in Iran as described in State Finance & Procurement Article, §17-702.

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

Name of Authorized Representative: _____

Signature of Authorized Representative:

Date: _____ Title: _____

Witness Name (Typed or Printed): _____

Witness Signature and Date: _____

EXHIBIT A

**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
