



Consulting and Technical Services + (CATS+)

Task Order Request for Proposals (TORFP)

Geographic Information System (GIS) Data and  
Cartographic Support Resources

CATS+ TORFP # J02B4400002

Maryland Department of Transportation (MDOT)  
State Highway Administration (SHA)

ISSUE DATE: January 23, 2014

## TABLE OF CONTENTS

<b>SECTION 1 - ADMINISTRATIVE INFORMATION .....</b>	<b>5</b>
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 TO PRE-PROPOSAL CONFERENCE .....	5
1.6 DISADVANTAGED BUSINESS ENTERPRISE (DBE) .....	6
1.7 CONFLICT OF INTEREST .....	6
1.8 NON-DISCLOSURE AGREEMENT .....	6
1.9 LIMITATION OF LIABILITY CEILING .....	6
1.10 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES .....	6
1.11 IRANIAN NON-INVESTMENT .....	6
1.12 LIVING WAGE .....	7
1.13 CHANGE ORDERS .....	7
1.14 TRAVEL REIMBURSEMENT .....	7
1.15 QUESTIONS .....	7
1.16 VETERAN OWNED SMALL BUSINESS ENTERPRISE (VSBE) .....	7
<b>SECTION 2 - SCOPE OF WORK .....</b>	<b>8</b>
2.1 PURPOSE .....	8
2.2 REQUESTING AGENCY BACKGROUND .....	8
2.3 EXISTING SYSTEM DESCRIPTION .....	8
2.4 ROLES AND RESPONSIBILITIES .....	8
2.5 REQUIREMENTS .....	9
2.6 BACKUP / DISASTER RECOVERY .....	10
2.7 WORK HOURS .....	10
2.8 DELIVERABLES .....	11
2.9 REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES .....	12
2.10 MINIMUM QUALIFICATIONS .....	13
2.11 TO CONTRACTOR OTHER REQUIREMENTS .....	14
2.12 FUTURE ADDITIONAL PERSONNEL .....	15
2.13 PREMISES AND OPERATIONAL SECURITY .....	15
2.14 WORK ORDER PROCESS .....	16
2.15 PROFESSIONAL DEVELOPMENT .....	16
2.16 SUBSTITUTION OF PERSONNEL .....	17
2.17 PERFORMANCE EVALUATION .....	17
2.18 PERFORMANCE PROBLEM MITIGATION .....	17
2.19 INVOICING .....	18
2.20 DBE PARTICIPATION REPORTS .....	18
<b>SECTION 3 - TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS.....</b>	<b>19</b>
3.1 REQUIRED RESPONSE .....	19
3.2 FORMAT .....	19
3.3 TO TECHNICAL PROPOSAL .....	19
3.4 TO FINANCIAL PROPOSAL .....	21
<b>SECTION 4 – TASK ORDER AWARD PROCESS .....</b>	<b>22</b>
4.1 OVERVIEW .....	22
4.2 TECHNICAL PROPOSAL EVALUATION CRITERIA .....	22
4.3 SELECTION PROCEDURES .....	22
4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT .....	22

<b>ATTACHMENT 1 –PRICE PROPOSAL .....</b>	<b>23</b>
<b>ATTACHMENT 2 – DISADVANTAGED BUSINESS ENTERPRISE FORMS.....</b>	<b>26</b>
<b>ATTACHMENT 3 – TASK ORDER AGREEMENT.....</b>	<b>40</b>
<b>ATTACHMENT 4 – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE.....</b>	<b>43</b>
<b>ATTACHMENT 5 – LABOR CATEGORY PERSONNEL RESUME SUMMARY .....</b>	<b>44</b>
<b>ATTACHMENT 6 – NOTICE TO PROCEED (SAMPLE).....</b>	<b>46</b>
<b>ATTACHMENT 7 – AGENCY RECEIPT OF DELIVERABLE FORM .....</b>	<b>47</b>
<b>ATTACHMENT 8 – AGENCY ACCEPTANCE OF DELIVERABLE FORM .....</b>	<b>48</b>
<b>ATTACHMENT 9 – NON-DISCLOSURE AGREEMENT (OFFEROR).....</b>	<b>49</b>
<b>ATTACHMENT 10 – NON-DISCLOSURE AGREEMENT (TO CONTRACTOR).....</b>	<b>50</b>
<b>ATTACHMENT 11 – TO CONTRACTOR SELF-REPORTING CHECKLIST .....</b>	<b>53</b>
<b>ATTACHMENT 12 – LIVING WAGE AFFIDAVIT OF AGREEMENT .....</b>	<b>55</b>
<b>ATTACHMENT 13 - CERTIFICATION REGARDING INVESTMENTS IN IRAN.....</b>	<b>56</b>
<b>ATTACHMENT 14 – CRIMINAL BACKGROUND CHECK AFFIDAVIT .....</b>	<b>57</b>
<b>ATTACHMENT 15 – PERFORMANCE EVALUATION.....</b>	<b>58</b>
<b>ATTACHMENT 16- SAMPLE WORK ORDER.....</b>	<b>71</b>

## KEY INFORMATION SUMMARY SHEET

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

<b>TORFP Title:</b>	Geographic Information Systems (GIS) Data and Cartographic Support Resources
<b>Functional Area:</b>	Functional Area: 4 – Geographical Information Systems
<b>TORFP Issue Date:</b>	1/23/2014
<b>Closing Date and Time:</b>	2/25/2014 at 2:00 PM Local Time
<b>Questions Due Date and Time:</b>	1/30/2014 at 12:00PM Local Time
<b>TORFP Issuing Agency:</b>	Maryland Department of Transportation (MDOT) State Highway Administration (SHA) Office of Planning and Preliminary Engineering (OPPE) Data Services Engineering Division (DSED)
<b>Send Questions and Proposals to:</b>	Trisha O’Neal toneal@mdot.state.md.us
<b>TO Procurement Officer:</b>	Trisha O’Neal Office Phone Number: 410-865-1386 Office FAX Number: 410-865-1388
<b>TO Manager:</b>	Morteza Tadayon Office Phone Number: 410-545-5511 Office FAX Number: 410-209-5051
<b>TO Project Number:</b>	J02B4400002
<b>TO Type:</b>	Time and Materials
<b>Period of Performance:</b>	5 Years
<b>DBE Goal:</b> Note: Federal Funds used for this procurement	25%
<b>Small Business Reserve (SBR):</b>	No
<b>Primary Place of Performance:</b>	SHA Headquarters 707 N. Calvert St., Baltimore, MD 21202
<b>TO Pre-proposal Conference:</b>	There will be no Pre-proposal Conference for this TORFP

# SECTION 1 - ADMINISTRATIVE INFORMATION

## 1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT

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

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

## 1.2 TO AGREEMENT

Based upon an evaluation of TO Proposal responses, one 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(s), which will bind the selected Master Contractor(s) (TO Contractor) to the contents of the TO Proposal, including the TO Financial 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 inbox. The TO Proposal is to be submitted via e-mail, not to exceed 8 MB, as two (2) attachments in MS Word format 2007 or later. **Please note that the MDOT email system has an 8MB file limit on email transmissions.** The "subject" line in the e-mail submission shall state the TORFP # J02B4400002. The first file will be the TO Technical Proposal for this TORFP titled, "CATS+ TORFP # J02B4400002 Technical". The second file will be the TO Financial Proposal for this CATS+ TORFP in PDF format titled, "CATS+ TORFP # J02B4400002 Financial". The following proposal documents shall not be altered and must be submitted with required signatures as .PDF files with signatures clearly visible:

- Attachment 1 – TO Financial Proposal
- Attachment 2 – MDOT DBE Form A and Form B
- Attachment 4 – Conflict of Interest Affidavit and Disclosure
- Attachment 5 – Labor Category Personnel Resume Summary
- Attachment 9 – Non-Disclosure Agreement (Offeror)
- Attachment 12 – Living Wage Affidavit of Agreement
- Attachment 13 – Certification Regarding Investments in Iran

## 1.4 ORAL PRESENTATIONS/INTERVIEWS

All Master Contractors and proposed staff will be required to make an oral presentation in the form of interviews to State representatives. The proposed resources that meet minimum qualifications will be required to perform in-person interviews to State representatives. All candidates shall be interviewed in substantially the same manner. Significant representations made by a Master Contractor during the oral presentation shall be submitted in writing. All such representations will become part of the Master Contractor's proposal and are binding, if the TO Agreement is awarded to the Master Contractor. The Procurement Officer will notify Master Contractor of the time and place of interviews.

## 1.5 TO PRE-PROPOSAL CONFERENCE

There will be no Pre-proposal Conference for this TORFP.

#### **1.6 DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

A Master Contractor that responds to this TORFP shall complete, sign, and submit all required DBE documentation (Attachment 2 – MDOT DBE Form A and Form B) at the time it submits its TO Proposal.

**Failure of the Master Contractor to complete, sign, and submit all required DBE documentation at the time it submits its TO Proposal will result in the State's rejection of the Master Contractor's TO Proposal.**

#### **1.7 CONFLICT OF INTEREST**

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

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

#### **1.8 NON-DISCLOSURE AGREEMENT**

Certain system documentation may be available for potential Offerors to review at a reading room at 707 N. Calvert Street, Baltimore, MD 21202. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement (Offeror) in the form of Attachment 9. Please contact the TO Manager of this TORFP to schedule an appointment.

In addition, certain documentation may be required by the TO Contractor awarded the TO Agreement in order to fulfill the requirements of the TO Agreement. The TO Contractor, employees and agents who review such documents will be required to sign, including but not limited to, a Non-Disclosure Agreement (TO Contractor) in the form of Attachment 10.

#### **1.9 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.

#### **1.10 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES**

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

Attachment 11 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.

#### **1.11 IRANIAN NON-INVESTMENT**

All proposals shall be accompanied by a completed Certification Regarding Investments in Iran. A copy of this Certification is included as Attachment 13 of this TORFP.

### **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.

All TO Proposals shall be accompanied by a completed Living Wage Affidavit of Agreement. See Attachment 12 for a copy of the Living Wage Affidavit Agreement.

### **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.

### **1.14 TRAVEL REIMBURSEMENT**

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

### **1.15 QUESTIONS**

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

### **1.16 VETERAN OWNED SMALL BUSINESS ENTERPRISE (VSBE)**

This TORFP has a VSBE subcontract participation goal as stated in the Key Information Summary Sheet above, representing the percentage of total fees paid for services under this TO. By submitting a response to this solicitation, the bidder or offeror agrees that this percentage of the total dollar amount of the contract will be performed by verified veteran-owned small business enterprises.

**The remainder of this page is intentionally left blank.**

## SECTION 2 - SCOPE OF WORK

### 2.1 PURPOSE

The MDOT, on behalf of SHA OPPE DSED is issuing this CATS+ TORFP to obtain one qualified Master Contractor to assist with a number of GIS project initiatives.

As part of the evaluation of the proposal for this TO, Master Contractors shall propose **exactly four (4) named resources** and shall describe in a Staffing Plan how additional resources shall be acquired to meet the needs of SHA. SHA expects four (4) resources to be available as of NTP and SHA will initiate a work order to obtain additional resources as required during the performance of the TO.

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

- End-User Support (one available at NTP)
- Research Analyst Support (one available at NTP)
- GIS Data and Cartographic Support Sr. (one available at NTP)
- GIS Data and Cartographic Support Jr. (one available at NTP)

SHA will have the option of adding up to three (3) additional resources to this TO for a maximum total of seven (7) resources. All additional resources will be requested through a Work Order process (See Section 2.8). It is the SHA's intent to initiate a Work Order to obtain three (3) additional resources as soon as this TO is awarded for the following roles:

- GIS Data and Cartographic Support Sr. (one resource)
- GIS Data and Cartographic Support Jr. (two resources)

SHA intends to award this TO to one (1) Master Contractor that proposes a team of four resources and a Staffing Plan that can best satisfy the Task Order requirements. This team of resources will work at SHA Headquarters, 707 N. Calvert Street, Baltimore, MD 21202. Therefore, only Master Contractors submitting a proposal with a team of resources that satisfy all Task Order requirements will be accepted for evaluation.

### 2.2 REQUESTING AGENCY BACKGROUND

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](http://www.roads.maryland.gov/oc/shabusinessetnl.pdf)

### 2.3 EXISTING SYSTEM DESCRIPTION

The OPPE/DSED recognizes that Geographical Information Systems (GIS) development and enhancement efforts must be well-managed in order to meet the needs of the business areas and to be accomplished on-time and within budget. The OPPE/DSED has a backlog of requests for GIS data development, GIS support, and for enhancements and maintenance to existing GIS systems. The proposed resources will assist with data creation, data management, web service creation, eGIS application maintenance, and metadata creation.

### 2.4 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.
- *TO Manager* – SHA representative responsible for managing the day to day activities of the TO including the direct supervision of the on-site Contractor personnel. The TO Manager will also be responsible for preparing the TO solicitation, review and approval of proposed change orders, review and approval of proposed substitution of personnel, reviewing and approving invoices and monitoring and reporting Contractor personnel performance.
- *TO Contractor Key Management Personnel* – Representative of the TO Contractor who oversees personnel assigned under this TO. This representative will be the point of contact for managing and correcting any disputes related to this TO. This representative will also be responsible for the preparation and submittal of invoices by the due date defined in this TO as well as any other correspondence relating to this TO and its activities.
- *MDOT Contract Management Office (CMO)* – The CMO is responsible for the management of the contract after award.

## 2.5 REQUIREMENTS

All TO Contractor personnel shall perform activities that include, but are not limited to, the following:

### 2.5.1 FUNCTIONAL / BUSINESS REQUIREMENTS

ID #	Functional / Business Requirements
2.51.1	Provide Geospatial Data Support for: <ol style="list-style-type: none"> <li>1. Geospatial data development</li> <li>2. GPS and survey data collection</li> <li>3. Enterprise GIS (eGIS) content data development</li> <li>4. Topology development</li> <li>5. Metadata support and documentation</li> </ol>
2.5.1.2	Provide Geospatial Cartographic Production Support for: <ol style="list-style-type: none"> <li>1. Base cartography development</li> <li>2. Cyclic cartographic product development and workflow development</li> <li>3. Web Map service development</li> <li>4. Image service development.</li> <li>5. Ad Hoc cartographic production</li> <li>6. Map research and map product distribution</li> </ol>
2.5.1.3	Provide Geospatial Support including: <ol style="list-style-type: none"> <li>1. Workflow documentation, and outreach to internal SHA customers, as directed</li> <li>2. Technical writing and documentation</li> </ol>
2.5.1.4	Provide Geospatial Training Support including: <ol style="list-style-type: none"> <li>1. Develop GIS training courses</li> <li>2. Present GIS training</li> </ol>
2.5.1.5	Provide End-User Support including: <ol style="list-style-type: none"> <li>1. Work with end users to identify and deliver required PC services</li> <li>2. Work with GIS users to troubleshoot any reported problems</li> <li>3. Work with users to troubleshoot any problems with SharePoint</li> <li>4. Provide guidance to users/team regarding SharePoint and GIS (ESRI products)</li> <li>5. Monitor and maintain DSED SharePoint</li> <li>6. Control user access and permissions to DSED Knowledge Management Portal (KMP)</li> <li>7. Provide expert knowledge of Access database</li> <li>8. Liaise with and provide training and support to end users and staff on computer operational issues</li> <li>9. Install, configure, test, maintain, monitor, and troubleshoot end user</li> </ol>

	<p>workstation hardware, networked peripheral devices, and networking hardware products</p> <ol style="list-style-type: none"> <li>10. Perform on-site analysis, diagnosis, and resolution of complex PC problems for a variety of end users, and recommend and implement corrective hardware solutions, including off-site repair as needed</li> <li>11. Receive, log and respond to incoming calls, pages, and/or e-mails regarding PC and/or hardware problems using Maximo</li> <li>12. Monitor and test PC performance and provide PC performance statistics and reports</li> <li>13. Schedule, and perform PC, hardware and peripheral equipment improvements, upgrades, and repairs following SHA's OIT's schedule</li> <li>14. Support development and implementation of new computer projects and new hardware installations</li> <li>15. Maintain up-to-date knowledge of hardware and equipment contracts and supervise contract-based installations</li> <li>16. If necessary, liaise with third-party support and PC equipment vendors</li> <li>17. Provide guidance to other members of the team as required</li> <li>18. Attend internal SHA DSED meetings as requested</li> <li>19. Other related duties as assigned by management</li> </ol>
2.5.1.6	Other Geospatial-related duties as assigned

## 2.5.2 **NON-FUNCTIONAL, NON-TECHNICAL REQUIREMENTS**

<b>ID #</b>	<b>Non-Functional, Non-Technical Requirements</b>
2.5.2.1	<p>Set up and coordinate various meetings including prepare meeting minutes.</p> <ul style="list-style-type: none"> <li>• Facilitate Coordination meetings</li> <li>• Record and disseminate meeting minutes and action items</li> </ul> <p>Participate in internal/external SHA staff meetings as requested.</p>
2.5.2.2	<p>Assist in application evaluation</p> <ul style="list-style-type: none"> <li>• Provide technical expertise in evaluating and recommending Software or applications for SHA</li> </ul>
2.5.2.3	<p>Assist in research effort supporting GIS</p> <ul style="list-style-type: none"> <li>• Assist SHA in keeping current with geospatial technologies, practices and trends</li> </ul>
2.5.2.4	<p>Prepare documents and facilitate review:</p> <ul style="list-style-type: none"> <li>• Assist a team composed of SHA subject matter experts and vendor resources confirming functional requirements, data requirements, security requirements, defining interfaces, establishing test plans, communications plans, project plans, project schedules and risk management plans</li> <li>• Document all appropriate project related artifacts and deliverables</li> </ul>

## 2.6 **BACKUP / DISASTER RECOVERY**

Backups and Disaster Recovery are not applicable for this TORFP.

## 2.7 **WORK HOURS**

- Business Hours Support: The TO Contractor's collective assigned personnel shall support core business hours (8:00 AM to 5:00 PM), Monday through Friday except for State holidays, Service Reduction days, and Furlough days observed by the Agency. TO Contractor personnel may also be required to provide

occasional support outside of core business hours, including evenings, overnight, and weekends, to support: specific efforts and emergencies to resolve system repair or restoration.

- **Scheduled non-Business Hours Support:** After hours support may be necessary to respond to IT Security emergency situations. Additionally, services may also involve some evening and/or weekend hours performing planned system upgrades in addition to core business hours. Hours performing system upgrades would be billed on actual time worked at the rates proposed.
- **State Mandated Service Reduction Days:** TO Contractor personnel shall be required to participate in the State mandated Service Reduction Days as well as State Furlough Days. In this event, the TO Contractor will be notified in writing by the TO Manager of these details.
- **Minimum and Maximum Hours:** Full-time TO Contractor personnel shall work a minimum of 40 hours per week with starting and ending times as approved by TO Manager. A flexible work schedule may be used with TO Manager approval, including to support any efforts outside core business hours. TO Contractor personnel may also be requested to restrict the number of hours TO Contractor personnel can work within a given period of time that may result in less than an eight hour day or less than a 40 hour work week.
- **Vacation Hours:** Requests for leave shall be submitted to the TO Manager at least two weeks in advance. The TO Manager reserves the right to request a temporary replacement if leave extends longer than one consecutive week. In cases where there is insufficient coverage, a leave request may be denied.

## **2.8 DELIVERABLES**

### **2.8.1 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 2000.

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

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

Upon completion of a deliverable, the TO Contractor shall document each deliverable in final form to the TO Manager for acceptance. The TO Contractor shall memorialize such delivery in an Agency Receipt of Deliverable Form (Attachment 7). 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 8). 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 2.18 Invoicing).

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

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

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

### 2.8.2 **DELIVERABLE DESCRIPTIONS / ACCEPTANCE CRITERIA**

<b>ID #</b>	<b>Deliverable Description</b>	<b>Acceptance Criteria</b>	<b>Due Date / Frequency</b>
2.8.2.1	Weekly Status Reports: <ul style="list-style-type: none"> <li>•</li> </ul>	TO Contractor personnel shall provide Weekly Status Reports in MS Word to the TO Manager. This status report should describe the weekly status/activity report of projects and tasks assigned, work completed, and outstanding assignments. It shall include: <ul style="list-style-type: none"> <li>• Work planned for the next reporting period</li> <li>• Work completed for the current reporting period</li> <li>• Information on schedule, risk, issues, work, and action items</li> </ul>	Weekly, receipt by close of business Friday following the previous week.
2.8.2.2	Monthly Timesheet per Resource	TO Contractor shall provide a means of reporting time for each resource that will show hours spent on tasks and activities per month.	Monthly, by the first 10 business days of the month.
2.8.2.3	Weekly Meeting Reports	TO Contractor shall provide a weekly report in MS Word to the TO Manager that includes: <ul style="list-style-type: none"> <li>• Facilitating and coordination meetings</li> <li>• Identifies meeting minutes and action items.</li> </ul>	Receipt by close of business Friday following the previous week.

### 2.9 **REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES**

The TO Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting information technology projects, which may be created or changed periodically. The TO Contractor shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards and guidelines affecting project execution. The following policies, guidelines and methodologies can be found

at <http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx> under “Policies and Guidance.” These may include, but are not limited to:

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

## **2.10 MINIMUM QUALIFICATIONS**

### **2.10.1 OFFEROR COMPANY MINIMUM QUALIFICATIONS**

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. Only those Master Contractors that fully meet all minimum qualifications criteria shall be eligible for TORFP proposal evaluation. The Master Contractor’s proposal and references will be used to verify minimum qualifications. 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 have the following minimum qualifications:

- At least one (1) year of demonstrated experience providing GIS support services to U.S. based commercial or government entities with at least 100 end-users. In addition, the engagement must meet the following criteria:
  - The engagement must have lasted at least a year; and
  - The Offeror must have provided at least three (3) full-time GIS support personnel.

### **2.10.2 MINIMUM QUALIFICATIONS**

Master Contractor shall propose **exactly four** personnel, one in each of the following roles.

The Master Contractor’s proposed resources shall meet all minimum qualifications for the labor category proposed as identified in the CATS+ Master Contract. In addition, the following qualifications are mandatory.

#### **A. End-User Support:**

1. Five (5) years of experience resolving issues with PC and Microsoft hardware or software
2. Three (3) years of experience resolving issues with SHAREPOINT,
3. Three (3) years of experience resolving issues with GIS applications
4. The ability to install and properly configure, at a minimum:
  1. Desktop Operating Systems:
    1. Windows 7
    2. Windows 2008
  3. Server Operating Systems:
  4. Microsoft Active Directory Services

#### **B. Research Analyst Support**

1. Five (5) years of experience with Map product research
2. Five (5) years of experience Map product distribution

3. Five (5) years of experience in the inventory control process of printed map product and web map requests

C. GIS Data and Cartographic Support Sr.

1. Six (6) years of experience with GIS Software Suites
2. Six (6) years of experience with GPS technology
3. Four (4) years of experience with GIS workstation software products.
4. Six (6) years of experience with Microsoft Office suite

D. GIS Data and Cartographic Support Jr.

1. Three (3) years of experience with GIS Software Suites
2. Three (3) years of experience with GPS technology
3. Two (2) years of experience with GIS workstation software products.
4. Three (3) years of experience with Microsoft Office suite

## **2.11 TO CONTRACTOR OTHER REQUIREMENTS**

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 Staffing Plan that it possesses such expertise in-house or has fostered strategic alliances with other firms for providing such services.

Individuals proposed for this TO must possess experience with ESRI GIS Software, as well experience with GPS and field data collection methodologies. Knowledge of Oracle database design and Windows Office suite is desired.

In addition to Geospatial technology and related certifications, individuals proposed must have experience in using project management tools for Requirements Management, as well as technical documentation and metadata development. Individuals proposed for this TORFP must have excellent verbal and written communication skills, contract management, and coordination and organizational skills.

The following additional personnel requirements are strongly desired for each position, and will be assessed as a part of the evaluation process:

A. End-User Support:

1. Experience working with Data owners to make changes to Intranet and Internet sites
2. The ability to install ArcGIS desktop, PCs, laptops, stand-alone and networked printers, standalone and networked scanners, and modems
3. The ability to install and properly configure, at a minimum:
  1. ArcGIS Desktop
  2. Oracle Client
4. Experience with Access Database and integrating Access with SharePoint
5. Strong knowledge of Storage Area Network (SAN)
6. Proficiency in the following software packages:
  1. Microsoft Office 2007 Professional Suite
  2. Microsoft Outlook 2007
  3. McAfee Virus Scan
  4. LANDesk
  5. Adobe Acrobat
  6. Photo Editor
  7. Cisco VPN software
  8. Imaging software.

B. GIS Data and Cartographic Support Sr.

1. Six (6) years of experience with ESRI ArcGIS Software Suite
  2. Six (6) years of experience with Trimble GPS technology
  3. Four (4) years of experience with Bentley MicroStation and related modules, such as ProjectWise, InRoads, etc.
- C. GIS Data and Cartographic Support Jr.
1. Three (3) years of experience with ESRI ArcGIS Software Suite
  2. Three (3) years of experience with Trimble GPS technology
  3. Two (2) years of experience with Bentley MicroStation and related modules, such as ProjectWise, InRoads, etc.

## **2.12 FUTURE ADDITIONAL PERSONNEL**

Subsequent to award, the following additional personnel will be required and will be provided by Work Order (see Section 2.14). All staffing of future additional personnel shall be described in the Staffing Plan submitted in response to this TORFP.

1. GIS Data and Cartographic Support Sr. (one planned)
2. GIS Data and Cartographic Support Jr. (two planned)

The Master Contractor's proposed resources shall meet all minimum qualifications for the labor category proposed in the work order, as described in the CATS+ Master Contract. In addition, the qualifications listed in Section 2.11 are mandatory.

## **2.13 PREMISES AND OPERATIONAL SECURITY**

- Prior to commencement of the work, TO Contractor employees and subcontractors to be assigned to perform work under the resulting Contract shall be required to submit background check certification to MDOT from recognized law enforcement agencies, including the FBI. Contractor shall be responsible for ensuring that its employees' and subcontractors' background check certifications are renewed annually, and at the sole expense to the Contractor. MDOT reserves the right to disqualify any TO Contractor employees or subcontractors whose background checks suggest conduct, involvements, and/or associations that MDOT determines, in its sole discretion, may be inconsistent with the performance and/or security requirements set forth in this TORFP. MDOT reserves the right to perform additional background checks on TO Contractor and subcontractor employees.
- Further, TO Contractor employees may be subject to random security checks during entry and leaving State secured areas. The State reserves the right to require TO Contractor employees to be accompanied while in secured premises.
- TO Contractor employees shall, while on State premises, display their State issued identification cards without exception.
- TO Contractor shall require its employees to follow the State of Maryland and Maryland Transportation Information Technology Security Policy and Standards throughout the term of the Contract.
- The State reserves the right to request that the Contractor submit proof of employment authorization of non-United States Citizens, prior to commencement of work under the resulting Contract.
- Contractor shall remove any employee from working on the resulting Contract where the State of Maryland provides evidence to the Contractor that said employee has not adhered to the security requirements specified herein.
- Resources proposed to perform services for Maryland Aviation Administration shall be capable of qualifying for and obtaining a BWI Airport Security badge to include US Customs Seal and

Transportation Identifications. Resources proposed to perform services for MDOT Port Administration (MPA) shall comply with all MPA security requirements.

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

#### **2.14 WORK ORDER PROCESS**

- A. Services for additional resources shall be provided via a Work Order process and in accordance with pre-approved Labor Categories with fully loaded rates as proposed in Attachment 1.
- B. The TO Manager shall e-mail a Work Order request (See Sample Work Order Attachment 16) to the TO Contractor to provide resources that are within the scope of this TORFP. The Work Order Request will include:
  1. Technical requirements and description of the resource needed
  2. Performance objectives and/or deliverables, as applicable
  3. Acceptance criteria for the deliverables
  4. Due date and time for submitting a response to the request
  5. Required place(s) where work must be performed
- C. The TO Contractor shall e-mail a response to the TO Manager within the specified time and shall include at a minimum:
  1. A response that details the TO Contractor's understanding of the work;
  2. A Price to complete the Work Order Request using the format provided in Attachment 16.
  3. A description of proposed resources required to perform the requested tasks, with CATS+ labor categories listed in accordance with Attachment 1.
  4. An explanation how tasks shall be completed. This description shall include proposed subcontractors and related tasks.
  5. State-furnished information, work site, and/or access to equipment, facilities, or personnel
  6. The proposed personnel resources, including any subcontractor personnel, to complete the task.
- D. The TO Manager will review the response and will: confirm the proposed labor rates are consistent with this TORFP; contact the TO Contractor to obtain additional information, clarification or revision to the Work Order; and will provide the work order to the TO Procurement Officer for approval. The TO Procurement Officer will approve the Work Order, issuing a change order to the TORFP if necessary.
- E. Proposed personnel shall be approved by the TO Manager. The TO Contractor shall furnish resumes of proposed personnel specifying their intended labor category from the CATS+ Labor Categories proposed in the TO Proposal. The TO Manager shall have the option to interview the proposed personnel. After the interview, the TO Manager shall notify the TO Contractor of acceptance or denial of the personnel.

The TO Manager will issue the Notice to Proceed (NTP) after the Work Order is approved and/or any interviews are completed.

#### **2.15 PROFESSIONAL DEVELOPMENT**

Technology and software products continuously change. The TO Contractor shall ensure continuing education opportunities for the personnel provided. This education shall be associated with the technologies currently utilized by SHA or adopted to be implemented by SHA in the near future. All costs, including, but not limited to, the actual course costs and course attendance time are the responsibility of the TO Contractor. SHA will not cover any costs associated with the professional development of the TO Contractor personnel. The TO Contractor shall submit a Professional Development Plan that identifies both annual training course cost allotments as well as annual training time allotments for each resource proposed.

In addition to the TO Contractor resource professional development training, each TO Contractor resource assigned to work on-site at an SHA facility and or SHA project site, for a period of three months or longer,



regardless of the number of days worked per week, shall be required to take the following four (4) MANDATORY TRAINING COURSES given to all SHA employees and on-site TO Contractors:

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

This MANDATORY TRAINING shall be completed prior to the on-site TO Contractor resource's start date at the SHA facility (and/or project site). Failure to complete this training prior to the resources start date could be grounds for termination.

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

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

#### **2.16 SUBSTITUTION OF PERSONNEL**

The substitution of proposed personnel during the evaluation period, prior to award, is prohibited. Substitutions of any kind, post proposal due date, but prior to award, is considered to be the equivalent of an alternate proposal, and is prohibited.

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

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

After the interview, the TO Manager shall notify the TO Contractor of acceptance or denial of the requested substitution.

#### **2.17 PERFORMANCE EVALUATION**

TO Contractor resources will be evaluated by the TO Manager on an annual basis for tasks performed. The established performance evaluation and standards are included as Attachment 15. Performance issues identified by the agency at any time throughout the duration of the contract are subject to the mitigation process described in Section 2.17 below.

#### **2.18 PERFORMANCE PROBLEM MITIGATION**

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

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

## **2.19 INVOICING**

Payment will only be made upon completion and acceptance of the deliverables defined in Section 2.9. Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS+ Master Contract. A proper invoice for payment shall contain the TO Contractor's Federal Tax Identification Number, as well as the information described below, and must be submitted to the TO Manager for payment approval. Payment of invoices will be withheld if a signed Acceptance of Deliverable form – Attachment 8, is not submitted.

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

### **2.19.1 INVOICE SUBMISSION PROCEDURE**

This procedure consists of the following requirements and steps:

- A) The invoice shall identify SHA as the TO Requesting Agency, deliverable description, associated TO Agreement number, date of invoice, period of performance covered by the invoice, and a TO Contractor point of contact with telephone number.
- B) The TO Contractor shall send the original of each invoice and supporting documentation (itemized billing reference for employees and any subcontractor and signed Acceptance of Deliverable form – Attachment 8, for each deliverable being invoiced) submitted for payment to SHA at the following address: E-Mail: [alijewski@sha.state.md.us](mailto:alijewski@sha.state.md.us)

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

## **2.20 DBE PARTICIPATION REPORTS**

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

**The remainder of this page is intentionally left blank.**

## SECTION 3 - TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

### 3.1 REQUIRED RESPONSE

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

### 3.2 FORMAT

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

### 3.3 TO TECHNICAL PROPOSAL

#### A) Proposed Services

- 1) Executive Summary: A high level overview of the Master Contractor's understanding of the background, purpose, and objectives of the TORFP. The Executive Summary shall summarize the Master Contractor's capabilities and experience, and summarize the proposed methodology and solution for achieving the objectives of the TORFP.
- 2) Proposed Solution: A detailed narrative of the Master Contractor's proposed methodology and solution for completing the requirements and deliverables in Section 2 - Scope of Work. .
- 3) Assumptions: A description of any assumptions formed by the Master Contractor in developing the TO Technical Proposal. Master Contractors should avoid assumptions that counter or constitute exceptions to TORFP terms and conditions.
- 4) Proposed Tools: A description of any tools, for example hardware and/or software applications that will be used to facilitate the work.

#### B) Compliance with Offeror's Company Minimum Qualifications

Offerors will complete the following table to demonstrate compliance with the Offeror's Company Minimum Requirements in Section 2.10.1.

Reference	Offeror Company Minimum Requirement	Evidence of Compliance
2.10.1.1	At least one (1) year of demonstrated experience providing GIS support services to U.S. based commercial or government entities with at least 100 end-users	Offeror documents evidence of compliance here.
2.10.1.1	The engagement must have lasted at least a year	Offeror documents evidence of compliance here.
2.10.1.1	The Offeror must have provided at least three (3) full-time GIS support personnel.	Offeror documents evidence of compliance here

#### C) Proposed Personnel and TORFP Staffing Plan

- 1) Provide a completed Attachment 5 - Labor Category Personnel Resume Summary for: the four (4) named personnel described in Section 2.10.2:
  - End-User Support
  - Research Analyst Support
  - GIS Data and Cartographic Support Sr.
  - GIS Data and Cartographic Support Jr.
- 2) In each case, the Labor Category Personnel Resume Summary must certify that the proposed person meets the minimum required qualifications and possesses the required certifications in described in Section 2.10.2. The Attachment 5 should feature prominently the proposed personnel's skills and experience as they relate to the Master Contractor's proposed solution and Section 2 – Scope of Work. **All personnel shall meet minimum required qualifications for the offeror to be considered susceptible for award.**
- 3) Provide the names and titles of the Master Contractor's management staff who will supervise the personnel and quality of services rendered under this TO Agreement
- 4) Provide a Staffing Plan that contains the following:
  - a. Planned team composition by role (**Only provide names and resumes for named personnel. All other team composition shall be described by role only.**)
  - b. Supporting descriptions for all labor categories in response to this TORFP
  - c. Process of locating and bringing on board resources that meet the needs of Section 2 - Scope of Work, including proposed lead time for locating qualified resources.
  - d. Substitution procedures for replacing resources

#### D) DBE Participation

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

#### E) Subcontractors

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

#### F) 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 must include contact information for the client organization complete with the following:
  - a) Name of organization.
  - b) Point of contact name, title, and telephone number (point of contact shall be accessible and knowledgeable regarding experience)
  - c) Services provided as they relate to Section 2 - Scope of Work.
  - d) Start and end dates for each example project or contract. If the Master Contractor is no longer providing the services, explain why not.
- 2) State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any entity of the State of Maryland. For each identified contract, the Master Contractor shall provide:
  - a) Name of organization.
  - b) Point of contact name, title, and telephone number (point of contact shall be accessible and knowledgeable regarding experience)
  - c) Services provided as they relate to Section 2 - Scope of Work.

- d) Start and end dates for each example project or contract. If the Master Contractor is no longer providing the services, explain why not.
- 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.

G) Proposed Facility

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

H) State Assistance

Provide an estimate of expectation concerning participation by State personnel.

I) Confidentiality

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

**3.4 TO FINANCIAL PROPOSAL**

- A) A description of any assumptions on which the Master Contractor's TO Financial Proposal is based (Assumptions shall not constitute conditions, contingencies, or exceptions to the price proposal);
- B) Attachment 1 –Price Proposal, with all rates fully loaded. Master Contractors shall propose labor categories and provide rates for every position. Rates are valid for 120 days. Price Proposal shall not be altered.
- C) To be responsive to this TORFP, the TO Price Proposal (Attachment 1) shall provide labor rates for all labor categories anticipated in support of this TORFP. Proposed rates are not to exceed the rates defined in the Master Contract for the Master Contract year(s) in effect at the time of the TO Proposal due date.

**The remainder of this page is intentionally left blank.**

## **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 OPPE will consider all information submitted in accordance with Section 3.

### **4.2 TECHNICAL PROPOSAL EVALUATION CRITERIA**

The following are technical criteria for evaluating the TO Proposal in descending order of importance. Failure to meet the minimum company and personnel qualifications shall cause the proposal to be deemed not susceptible for award.

1. Personnel experience required for named personnel in section 3.5.C.2.
2. The master contractor and the subcontractor experience and capabilities as specified in section 3.2.1.e.1.
3. Offeror's Staffing Plan as required by Section 3.5.C.5.
4. The master contractor's proposed solution and understanding of the TORFP scope of work based on the required response in section 3.5. A.

### **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. Master Contractors, whose resources are deemed technically qualified, will be ranked against each other. 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 State will conduct interviews of all personnel proposed in each TO Proposal that meets required qualifications. Interviews will be conducted in person.
- C) Qualified TO Proposal whose resource(s) were deemed technically qualified shall have their financial proposal considered and their 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. In making this selection, technical merit will have equal weight to price.
- E) All Master Contractors who proposed shall receive written notice from the TO Procurement Officer identifying the awardee.

### **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 6 - Notice to Proceed (sample).

**The remainder of this page is intentionally left blank.**

# ATTACHMENT 1 –PRICE PROPOSAL

## PRICE PROPOSAL (TIME AND MATERIALS) FOR CATS+ TORFP # J02B4400002

Resources 1-4 shall be available to start at TO award. Additional resources shall be obtained after TO award through a work order process. Master Contractors shall propose one or more CATS+ Labor Categories to support Future Additional Resources for this TORFP.

Labor Categories	A	B	C
	Fully Loaded Hourly Labor Rate	Total Class Hours Annually	Total Proposed Price
<b>Year 1</b>			
<i>Resource #1 – End User Support (Insert Name and CATS+ Labor Category)</i>	\$	1960	\$
<i>Resource #2 – Research Analyst Support (Insert Name and CATS+ Labor Category)</i>	\$	1960	\$
<i>Resource #3 – GIS Data and Cartographic Support Sr. (Insert Name and CATS+ Labor Category)</i>	\$	1960	\$
<i>Resource #4 – GIS and Data Cartographic Support Jr. (Insert Name and CATS+ Labor Category)</i>	\$	1960	\$
<b>Additional Resources to be added through a Work Order:</b>			
<b>GIS Data and Cartographic Support – Sr. (1 F/T)</b>			
<i>Insert CATS+ Labor Category</i>	\$	1960	\$
<b>GIS Data and Cartographic Support – Jr. (2 F/T)</b>			
<i>Insert CATS+ Labor Category</i>	\$	1960	\$
<i>Insert CATS+ Labor Category</i>	\$	1960	\$
<b>Total Year #1</b>			<b>\$</b>
<b>Year 2</b>			
<i>Resource #1 – End User Support (Insert Name and CATS+ Labor Category)</i>	\$	1960	\$
<i>Resource #2 – Research Analyst Support (Insert Name and CATS+ Labor Category)</i>	\$	1960	\$
<i>Resource #3 – GIS Data and Cartographic Support Sr. (Insert Name and CATS+ Labor Category)</i>	\$	1960	\$
<i>Resource #4 – GIS and Data Cartographic Support Jr. (Insert Name and CATS+ Labor Category)</i>	\$	1960	\$
<b>Additional Resources to be added through a Work Order:</b>			
<b>GIS Data and Cartographic Support – Sr. (1 F/T)</b>			
<i>Insert CATS+ Labor Category</i>	\$	1960	\$
<b>GIS Data and Cartographic Support – Jr. (2 F/T)</b>			
<i>Insert CATS+ Labor Category</i>	\$	1960	\$
<i>Insert CATS+ Labor Category</i>	\$	1960	\$
<b>Total Year #2</b>			<b>\$</b>
<b>Year 3</b>			

<i>Resource #1 – End User Support (Insert Name and CATS+ Labor Category)</i>	\$	1960	\$
<i>Resource #2 – Research Analyst Support (Insert Name and CATS+ Labor Category)</i>	\$	1960	\$
<i>Resource #3 – GIS Data and Cartographic Support Sr. (Insert Name and CATS+ Labor Category)</i>	\$	1960	\$
<i>Resource #4 – GIS and Data Cartographic Support Jr. (Insert Name and CATS+ Labor Category)</i>	\$	1960	\$
<b>Additional Resources to be added through a Work Order:</b>			
<b>GIS Data and Cartographic Support – Sr. (1 F/T)</b>			
<i>Resource #5 - Insert Labor Category</i>	\$	1960	\$
<b>GIS Data and Cartographic Support – Jr. (2 F/T)</b>			
<i>Resource #6 - Insert Labor Category</i>	\$	1960	\$
<i>Resource #7 - Insert Labor Category</i>	\$	1960	\$
<b>Total Year #3</b>			\$
<b>Year 4</b>			
<i>Resource #1 – End User Support (Insert Name and CATS+ Labor Category)</i>	\$	1960	\$
<i>Resource #2 – Research Analyst Support (Insert Name and CATS+ Labor Category)</i>	\$	1960	\$
<i>Resource #3 – GIS Data and Cartographic Support Sr. (Insert Name and CATS+ Labor Category)</i>	\$	1960	\$
<i>Resource #4 – GIS and Data Cartographic Support Jr. (Insert Name and CATS+ Labor Category)</i>	\$	1960	\$
<b>Additional Resources to be added through a Work Order:</b>			
<b>GIS Data and Cartographic Support – Sr. (1 F/T)</b>			
<i>Resource #5 - Insert Labor Category</i>	\$	1960	\$
<b>GIS Data and Cartographic Support – Jr. (2 F/T)</b>			
<i>Resource #6 - Insert Labor Category</i>	\$	1960	\$
<i>Resource #7 - Insert Labor Category</i>	\$	1960	\$
<b>Total Year #4</b>			\$
<b>Year 5</b>			
<i>Resource #1 – End User Support (Insert Name and CATS+ Labor Category)</i>	\$	1960	\$
<i>Resource #2 – Research Analyst Support (Insert Name and CATS+ Labor Category)</i>	\$	1960	\$
<i>Resource #3 – GIS Data and Cartographic Support Sr. (Insert Name and CATS+ Labor Category)</i>	\$	1960	\$
<i>Resource #4 – GIS and Data Cartographic Support Jr. (Insert Name and CATS+ Labor Category)</i>	\$	1960	\$
<b>Additional Resources to be added through a Work Order:</b>			
<b>GIS Data and Cartographic Support – Sr. (1 F/T)</b>			
<i>Resource #5 - Insert Labor Category</i>	\$	1960	\$
<b>GIS Data and Cartographic Support – Jr. (2 F/T)</b>			
<i>Resource #6 - Insert Labor Category</i>	\$	1960	\$
<i>Resource #7 - Insert Labor Category</i>	\$	1960	\$



<i>Total Year #5</i>	\$
<b>Total Evaluated Price (Total Year #1 – Year #5)</b>	\$

\_\_\_\_\_  
Authorized Individual Name

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Tax ID #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

The Hourly Labor Rate is the actual rate the State will pay for services and shall be recorded in dollars and cents. The Hourly Labor Rate cannot exceed the Master Contract Rate, but may be lower. Rates must be fully loaded to include all direct and indirect costs and profit for the Master Contractor to perform under the TO Agreement. The total hours listed above are to be considered as estimates only and not to be construed as a guaranteed billable hours. Actual hours will be compensated at the total number of hours performed. All pricing shall be valid for 120 days.

SUBMIT AS A .PDF FILE WITH THE TO FINANCIAL PROPOSAL

# **ATTACHMENT 2 – DISADVANTAGED BUSINESS ENTERPRISE FORMS**

## **TO CONTRACTOR DISADVANTAGED BUSINESS ENTERPRISE REPORTING REQUIREMENTS**

**CATS+ TORFP #J02B4400002**

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

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

# MDOT DBE FORM A

## FEDERALLY-FUNDED CONTRACTS

### CERTIFIED DBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT

#### PAGE 1 OF 2

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

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

#### 1. DBE Participation (PLEASE CHECK ONLY ONE)

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

#### OR

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

#### 2. Additional DBE Documentation

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

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

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

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

**3. Information Provided to DBE firms**

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

**4. Products and Services Provided by DBE firms**

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

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

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature of Representative

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Date

## MDOT DBE FORM B

### FEDERALLY-FUNDED CONTRACTS DBE PARTICIPATION SCHEDULE

## PART 1 – INSTRUCTIONS FOR DBE PARTICIPATION SCHEDULE

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

PAGE 1 OF 2

**\*\*\* STOP \*\*\***

### FORM INSTRUCTIONS PLEASE READ BEFORE COMPLETING THIS FORM

1. Please refer to the Maryland Department of Transportation (MDOT) DBE Directory at [www.mdot.state.md.us](http://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](http://www.naics.com). Only those specific products and/or services for which a firm is certified in the MDOT Directory can be used for purposes of achieving the DBE participation goal.
2. In order to be counted for purposes of achieving the DBE participation goal, the firm must be certified for that specific NAICS (“DBE” for Federally-funded projects designation after NAICS Code). **WARNING:** If the firm’s NAICS Code is in **graduated status**, such services/products **will not be counted** for purposes of achieving the DBE participation goals. Graduated status is clearly identified in the MDOT Directory (such graduated codes are designated with the word graduated after the appropriate NAICS Code).
3. Examining the NAICS Code is the **first step** in determining whether a DBE firm is certified and eligible to receive DBE participation credit for the specific products/services to be supplied or performed under the contract. The **second step** is to determine whether a firm’s Products/Services Description in the DBE Directory includes the products to be supplied and/or services to be performed that are being used to achieve the DBE participation goal.
4. If you have any questions as to whether a firm is MDOT DBE certified, or if it is certified to perform specific services or provide specific products, please call MDOT’s Office of Minority Business Enterprise at 1-800-544-6056 or send an email to [mbe@mdot.state.md.us](mailto:mbe@mdot.state.md.us).
5. The Contractor’s subcontractors are considered second-tier subcontractors. Third-tier contracting used to meet a DBE goal is to be considered the exception and not the rule. The following two conditions must be met before MDOT, its Modal Administrations and the Maryland Transportation Authority may approve a third-tier contracting agreement: (a) the bidder/offeror must request in writing approval of each third-tier contract arrangement, and (b) the request must contain specifics as to why a third-tier contracting arrangement should be approved. These documents must be submitted with the bid/proposal in Part 2 of this DBE Participation Schedule.
6. For each DBE firm that is being used as supplier/wholesaler/regular dealer/broker/manufacturer, please follow these instructions for calculating the **amount of the subcontract for purposes of achieving the DBE participation goal:**
  - A. Is the firm certified as a broker of the products/supplies? If the answer is YES, please continue to Item C. If the answer is NO, please continue to Item B.
  - B. Is the firm certified as a supplier, wholesaler, regular dealer, or manufacturer of such products/supplies? If the answer is YES, continue to Item D. If the answer is NO, continue to Item C only if the DBE firm is certified to perform trucking/hauling services under NAICS Codes 484110, 484121, 484122, 484210, 484220 and 484230. If the answer is NO and the firm is not certified under these NAICS Codes, then no DBE participation credit will be given for the supply of these products.
  - C. For purposes of achieving the DBE participation goal, you may count only the amount of any reasonable fee that the DBE firm will receive for the provision of such products/supplies - not the total subcontract amount or the value (or a percentage thereof) of such products and/or supplies. For Column 3 of the DBE Participation Schedule, please divide the amount of any reasonable fee that the DBE firm will receive for the provision of such products/services by the total Contract value and insert the percentage in Line 3.1.

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

**PART 1 – INSTRUCTIONS FOR DBE PARTICIPATION SCHEDULE**

PAGE 2 OF 2

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

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

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

**PART 2 – DBE PARTICIPATION SCHEDULE**

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

**PAGE \_\_\_ OF \_\_\_**

Prime Contractor	Project Description	Solicitation Number

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

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

Please check if Continuation Sheets are attached.

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

PAGE \_\_\_ OF \_\_\_

Prime Contractor	Project Description	Solicitation Number

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

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

Please check if Continuation Sheets are attached.



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

**PART 3 – CERTIFICATION FOR DBE PARTICIPATION SCHEDULE**

**PARTS 2 AND 3 MUST BE INCLUDED WITH THE BID/PROPOSAL AS DIRECTED IN THE SOLICITATION.**

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 DBE Directory for each of the DBE firms listed in Part 2 of this DBE Form B for purposes of achieving the DBE participation goal that was identified in the DBE Form A that I submitted with this solicitation, and that the DBE 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 DBE Form B.

The undersigned Prime Contractor hereby certifies and agrees that it has 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 DBE 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 DBE FORM C**

**FEDERALLY-FUNDED CONTRACTS  
OUTREACH EFFORTS COMPLIANCE STATEMENT**

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

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

**4. Please Check One:**

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

**5. Please Check One:**

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

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature of Representative

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Date

**MDOT DBE FORM D  
FEDERALLY-FUNDED CONTRACTS  
DBE SUBCONTRACTOR PROJECT PARTICIPATION AFFIDAVIT**

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

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

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

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

<b>PRIME CONTRACTOR</b>	<b>SUBCONTRACTOR (SECOND-TIER)</b>	<b>SUBCONTRACTOR (THIRD-TIER)</b>
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 DBE FIRM IS A THIRD-TIER SUBCONTRACTOR, THIS FORM MUST ALSO BE EXECUTED BY THE SECOND-TIER SUBCONTRACTOR THAT HAS THE SUBCONTRACT AGREEMENT WITH THE DBE FIRM.**

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

## Attachment D-5

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

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

Prime Contractor:		Contact Person:																																					
Address:																																							
City:		State:	ZIP:																																				
Phone:	FAX:	Email:																																					
Subcontractor Name:		Contact Person:																																					
Phone:	FAX:																																						
Subcontractor Services Provided:																																							
<b>List all payments made to DBE subcontractor named above during this reporting period:</b>  <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 40%; text-align: center;"><u>Invoice#</u></th> <th style="width: 50%; text-align: center;"><u>Amount</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> <tr> <td colspan="2"><b>Total Dollars Paid: \$</b> _____</td> <td></td> </tr> </tbody> </table>			<u>Invoice#</u>	<u>Amount</u>	1.			2.			3.			4.			<b>Total Dollars Paid: \$</b> _____			<b>List dates and amounts of any outstanding invoices:</b>  <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 40%; text-align: center;"><u>Invoice #</u></th> <th style="width: 55%; text-align: center;"><u>Amount</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> <tr> <td colspan="2"><b>Total Dollars Unpaid: \$</b> _____</td> <td></td> </tr> </tbody> </table>			<u>Invoice #</u>	<u>Amount</u>	1.			2.			3.			4.			<b>Total Dollars Unpaid: \$</b> _____		
	<u>Invoice#</u>	<u>Amount</u>																																					
1.																																							
2.																																							
3.																																							
4.																																							
<b>Total Dollars Paid: \$</b> _____																																							
	<u>Invoice #</u>	<u>Amount</u>																																					
1.																																							
2.																																							
3.																																							
4.																																							
<b>Total Dollars Unpaid: \$</b> _____																																							

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

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

(TO MANAGER OF APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS)	(TO PROCUREMENT OFFICER OR APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS) <a href="mailto:">mailto:</a>
---	---

## ATTACHMENT D-6

### Disadvantaged Business Enterprise Participation Subcontractor Paid/Unpaid DBE Invoice Report

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

DBE Subcontractor Name: _____																															
MDOT Certification #: _____																															
Contact Person: _____		Email: _____																													
Address: _____																															
City: Baltimore	State: _____	ZIP: _____																													
Phone: _____	FAX: _____																														
<b>Subcontractor Services Provided:</b>																															
<b>List all payments received from Prime Contractor during reporting period indicated above.</b>  <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 30%; text-align: center;"><u>Invoice Amt</u></th> <th style="width: 25%; text-align: center;"><u>Date</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr> <td colspan="3"><b>Total Dollars Paid: \$</b> _____</td> </tr> </tbody> </table>		<u>Invoice Amt</u>	<u>Date</u>	1.			2.			3.			<b>Total Dollars Paid: \$</b> _____			<b>List dates and amounts of any unpaid invoices over 30 days old.</b>  <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 30%; text-align: center;"><u>Invoice Amt</u></th> <th style="width: 25%; text-align: center;"><u>Date</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr> <td colspan="3"><b>Total Dollars Unpaid: \$</b> _____</td> </tr> </tbody> </table>		<u>Invoice Amt</u>	<u>Date</u>	1.			2.			3.			<b>Total Dollars Unpaid: \$</b> _____		
	<u>Invoice Amt</u>	<u>Date</u>																													
1.																															
2.																															
3.																															
<b>Total Dollars Paid: \$</b> _____																															
	<u>Invoice Amt</u>	<u>Date</u>																													
1.																															
2.																															
3.																															
<b>Total Dollars Unpaid: \$</b> _____																															
Prime Contractor: _____		Contact Person: _____																													

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

(TO MANAGER OF APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS)	(TO PROCUREMENT OFFICER OR APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS)  <a href="mailto:">mailto:</a>
--	---

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Required)

## DBE ATTACHMENT D-7

### MINORITY CONTRACTOR UNAVAILABILITY CERTIFICATE

#### Section I (to be completed by PRIME CONTRACTOR)

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

located at \_\_\_\_\_,  
(Number) (Street) (City) (State) (Zip)

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

\_\_\_\_\_ located at \_\_\_\_\_,  
(Number) (Street) (City) (State) (Zip)

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

List below the type of work/ service requested:

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

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

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Number)

\_\_\_\_\_  
(Street)

\_\_\_\_\_  
(City)

\_\_\_\_\_  
(State)

\_\_\_\_\_  
(Zip)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

**Note:** Certified Disadvantaged business enterprise must complete Section II

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

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

located at \_\_\_\_\_  
(Number) (Street) (City) (State) (Zip)

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

by \_\_\_\_\_  
(Prime Contractor's Name) (Prime Contractor Official's Name) (Title)

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

\_\_\_\_\_  
(Name) (Title) (Phone)

\_\_\_\_\_  
(Signature) (Fax Number)

# ATTACHMENT 3 – TASK ORDER AGREEMENT

## CATS+ TORFP# J02B4400002 OF MASTER CONTRACT #060B2490023

This Task Order Agreement (“TO Agreement”) is made this day of Month, 2014 by and between Task Order Contractor (TO Contractor) and the STATE OF MARYLAND, State Highway Administration.

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 State Highway Administration, as identified in the CATS+ TORFP # J02B4400002.
  - b. “CATS+ TORFP” means the Task Order Request for Proposals # J02B4400002, dated January 23, 2014, including any addenda.
  - c. “Master Contract” means the CATS+ Master Contract between the Maryland Department of Information Technology and TO Contractor dated April 22, 2013.
  - d. “TO Procurement Officer” means Trisha O’Neal. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
  - e. “TO Agreement” means this signed TO Agreement between the State Highway Administration and TO Contractor.
  - f. “TO Contractor” means the CATS+ Master Contractor awarded this TO Agreement, whose principal business address is \_\_\_\_\_.
  - g. “TO Manager” means Morteza Tadayon of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
  - h. “TO Technical Proposal” means the TO Contractor’s technical response to the CATS+ TORFP dated date of TO Technical Proposal.
  - i. “TO Financial Proposal” means the TO Contractor’s financial response to the CATS+ TORFP dated date of TO Financial Proposal.
  - j. “TO Proposal” collectively refers to the TO Technical Proposal and TO Financial Proposal.
2. Scope of Work
  - 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supercede the Master Contract.
  - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS+ TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
    - a. The TO Agreement,
    - b. Exhibit A – CATS+ TORFP
    - c. Exhibit B – TO Technical Proposal
    - d. Exhibit C – TO Financial Proposal
  - 2.3 The TO Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the TO Agreement. No other order, statement or conduct of the TO Procurement Officer or any other person



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

### 3. Time for Performance

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

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

\_\_\_\_\_  
Date

Witness: \_\_\_\_\_

## **ATTACHMENT 4 – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE**

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

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

Date: \_\_\_\_\_ By: \_\_\_\_\_  
(Authorized Representative and Affiant)

SUBMIT AS A .PDF FILE WITH TO TECHNICAL PROPOSAL

# ATTACHMENT 5 – LABOR CATEGORY PERSONNEL RESUME SUMMARY

## INSTRUCTIONS:

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

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

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



## ATTACHMENT 6 – NOTICE TO PROCEED (SAMPLE)

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS+ Task Order Agreement # J02B4400002

Dear TO Contractor Contact:

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

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

Sincerely,

Trisha O'Neal

Task Order Procurement Officer

Enclosures (2)

cc: Morteza Tadayon

Procurement Liaison Office, Department of Information Technology

Project Management Office, Department of Information Technology



## ATTACHMENT 8 – AGENCY ACCEPTANCE OF DELIVERABLE FORM

Agency Name: State Highway Administration  
TORFP Title: GIS Data and Cartographic Support Resources  
TO Manager: Morteza Tadayon410-545-5511

**To:**

The following deliverable, as required by TO Agreement # J02B4400002, 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 THE TORFP.



## ATTACHMENT 9 – 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 # J02B4400002 for GIS Data Development. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to \_\_\_\_\_. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information described above, the OFFEROR agrees as follows:

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

FFEROR: \_\_\_\_\_ BY: \_\_\_\_\_  
NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

SUBMIT AS REQUIRED IN THE TORFP

# ATTACHMENT 10 – 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 State Highway Administration (the “Department”), and \_\_\_\_\_ (“TO Contractor”), a corporation with its principal business office located at \_\_\_\_\_ and its principal office in Maryland located at \_\_\_\_\_.

## RECITALS

**WHEREAS**, the TO Contractor has been awarded a Task Order Agreement (the “TO Agreement”) for GIS Data and Cartographic Support Resources TORFP No. J02B4400002 dated January 23, 2014, (the “TORFP” issued under the Consulting and Technical Services procurement issued by the Department, Project Number 060B2490023; and

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

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

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

damages may be inadequate to compensate the State for such breach. Accordingly, the TO Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The TO Contractor consents to personal jurisdiction in the Maryland State Courts. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages from the TO Contractor and the TO Contractor's Personnel for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the TO Contractor or any of the TO Contractor's Personnel to comply with the requirements of this Agreement, the TO Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.

9. TO Contractor and each of the TO Contractor's Personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement and the TO Contractor shall provide originals of such executed Agreements to the State.
10. The parties further agree that:
  - a. This Agreement shall be governed by the laws of the State of Maryland;
  - b. The rights and obligations of the TO Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;
  - c. The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;
  - d. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;
  - e. Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures; and
  - f. The Recitals are not merely prefatory but are an integral part hereof.

**TO Contractor/TO Contractor's Personnel:**

**State Highway Administration:**

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

SUBMIT AS REQUIRED IN THE TORFP

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

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

# ATTACHMENT 11 – TO CONTRACTOR SELF-REPORTING CHECKLIST

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

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

D) Was the substitute approved by the agency in writing?

Yes  No  (If no, explain why) \_\_\_\_\_

**Section 4 – DBE Participation**

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

%

B) Are DBE reports D-5 and D-6 submitted monthly?

Yes  No  (If no, explain why) \_\_\_\_\_

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

%

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

D) Is this consistent with the planned DBE percentage at this stage of the project?

Yes  No  (If no, explain why) \_\_\_\_\_

E) Has the Master Contractor expressed difficulty with meeting the DBE goal?

Yes  No

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

\_\_\_\_\_

**Section 5 – TO Change Management**

A) Is there a written change management procedure applicable to this TO?

Yes  No  (If no, explain why) \_\_\_\_\_

B) Does the change management procedure include the following?

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

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

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

C) Have any change orders been executed?

Yes  No

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

\_\_\_\_\_

D) Is the change management procedure being followed?

Yes  No  (If no, explain why) \_\_\_\_\_

# ATTACHMENT 12 – 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 13 - 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](http://www.bpw.state.md.us)*

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

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

## CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

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

Name of Authorized Representative: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Date: \_\_\_\_\_ Title: \_\_\_\_\_

Witness Name (Typed or Printed): \_\_\_\_\_

Witness Signature and Date: \_\_\_\_\_



# ATTACHMENT 14 – CRIMINAL BACKGROUND CHECK AFFIDAVIT

AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

- A. I hereby affirm that \_\_\_\_\_ (Contractor) \_\_\_\_\_ has complied with Section 2.13, Premises and Operational Security requirements of Contract Number J02B4400002.
  
- B. I hereby affirm that the \_\_\_\_\_ (Contractor) \_\_\_\_\_ has provided \_\_\_\_\_ (Agency) \_\_\_\_\_ with a summary of the security clearance results for all of the candidates that will be working on contract J02B4400002 (Title and Number) \_\_\_\_\_ and all of these candidates have successfully passed all of the background checks required under Section 2.12 of Contract Number J02B4400002. Contractor hereby agrees to provide security clearance results for any additional candidates at least seven (7) days prior to the date the candidate commences work on this contract.

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

\_\_\_\_\_  
Master Contractor

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## ATTACHMENT 15 – PERFORMANCE EVALUATION

<b>DEPENDABILITY</b>		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		
<b>Rating for Dependability</b>	Far Exceeds	Exceeds	Meets	Below	Far Below		
<b>INITIATIVE</b>		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		
<b>Rating for Initiative</b>	Far Exceeds	Exceeds	Meets	Below	Far Below		
<b>INTERPERSONAL RELATIONSHIPS</b>		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		
<b>Rating for Interpersonal Relationships</b>	Far Exceeds	Exceeds	Meets	Below	Far Below		
<b>WORK HABITS</b>		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		
<b>Rating for Work Habits</b>	Far Exceeds	Exceeds	Meets	Below	Far Below		

<b>JOB KNOWLEDGE</b>		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		
<b>Rating for Job Knowledge</b>	Far Exceeds	Exceeds	Meets	Below	Far Below		
<b>JOB QUALITY</b>		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		
<b>Rating for Job Quality</b>	Far Exceeds	Exceeds	Meets	Below	Far Below		
<b>JOB QUANTITY</b>		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		
<b>Rating for Job Quantity</b>	Far Exceeds	Exceeds	Meets	Below	Far Below		

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

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

INTERPERSONAL RELATIONSHIPS	Evaluation				
	Far Exceeds Standards	Exceeds Standards	Meets Standards	Below Standards	Far Below Standards
Customer Service	Consistently goes beyond the requirements to ensure that customer needs are met; consistently anticipates service needs of customers; consistently provides additional information or aid without request	Frequently goes beyond the requirements to ensure that customer needs are met; frequently anticipates service needs of customers; frequently provides additional information or aid without request	Always courteous and congenial with external and internal customers; provides requested assistance and information to others in a prompt and courteous manner	Marginally courteous; provides requested assistance and information to others in a less than prompt <u>or</u> courteous manner	Occasionally discourteous; occasionally does not provide assistance and information to others in a prompt <u>or</u> courteous manner
Communication	Facilitates clear and effective communication among involved parties; accurately interprets and transmits communications	Communicates clearly and concisely with a high degree of accuracy	Communicates openly; participates in team discussions	Rarely communicates openly; rarely participates in team discussion	Communicates ineffectively and unclearly

Cooperation			Actively cooperates with others to achieve goals of the organization; readily accepts direction from supervisors; supports team leader; develops and maintains cooperative working relationships with team and with others inside and outside the work unit	Reluctantly cooperates with others to achieve goals of the organization; reluctantly accepts direction from supervisors; minimally supports team leader; rarely develops and maintains cooperative working relationships with team <u>or</u> with others inside and outside the work unit	Uncooperative with others to achieve goals of the organization; resistant to direction from supervisors; rarely supports team leader; seldom develops and maintains cooperative working relationships with team <u>or</u> with others inside and outside the work unit
-------------	--	--	---	---	--

<b>INTERPERSONAL RELATIONSHIPS (Continued)</b>	Evaluation				
	Far Exceeds Standards	Exceeds Standards	Meets Standards	Below Standards	Far Below Standards
Tact			Consistently polite, respectful of others; considers the viewpoints of others; has a positive effect on people	Marginally polite and respectful; reluctantly considers the viewpoint of others	Rude and disrespectful; infrequently considers viewpoint of others; has a negative effect on people

<p>Adaptability To Change</p>	<p>Presents positive outlook 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</p>	<p>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</p>	<p>Accepts changes and adjustments to work assignments or procedures; criticizes constructively; cooperative in dealing with unanticipated changes</p>	<p>Does not easily accept changes and adjustments to work assignments or procedures; criticism not always constructive; not generally cooperative in dealing with unanticipated changes</p>	<p>Resistant to changes and adjustments to work; criticisms are not warranted; uncooperative in dealing with unanticipated changes</p>
---------------------------------------	--	--	--	---	--



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
----------------------------------	--	--	--	---	---

<b>JOB KNOWLEDGE</b>	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/Servi ces	Develops highest quality work product or demonstrate s highest quality of services	Thoroughly researches, analyzes, and prepares high quality work product or provides high quality services	Thoroughly researches and efficiently prepares product at acceptable standards or provides services at acceptable standards	Has difficulty with work process/product/ services; occasionally unable to meet an acceptable standard of quality	Rarely meets acceptable standards of quality
Working Under Pressure	Efficiently and effectively performs all assignments regardless of distractions or pressure situations	Frequently handles difficult pressure situations and distractions without affecting performance; reprioritizes workload as needed	Appropriately handles routine pressure situations and distractions of the job while maintaining normal workload	Low tolerance to some pressure situations or distractions which hinder job performance	Rarely able to work under pressure situations or handle distractions

<b>JOB QUANTIT Y</b>	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 16- SAMPLE WORK ORDER

<b>WORK ORDER</b>	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:				
Deliverable(s), Acceptance Criteria and Due Date(s):				
Deliverables are subject to review and approval by <b>AGENCY</b> 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.		<b>AGENCY</b> shall pay an amount not to exceed		\$
Contractor		Agency Approval		
(Signature) Contractor Authorized Representative (Date)		(Signature) TO Manager (Date)		
POC	(Print Name)	TO Manager	(Print Name)	
Telephone No.		Telephone No.		
Email:		Email:		