



**CONSULTING AND TECHNICAL SERVICES (CATS)
TASK ORDER REQUEST FOR PROPOSALS (TORFP)**

**BUSINESS ANALYST RESOURCES
CATS TORFP PROJECT J01P7200009**

MARYLAND TRANSPORTATION AUTHORITY

ISSUE DATE: JANUARY 22, 2007

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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 and submit are invited to submit a Task Order (TO) Proposal to this TORFP. All Master Contractors must complete and submit a Master Contractor Feedback form via the CATS website regardless of whether a TO Proposal is submitted or not. 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 conditions contained in the CATS RFP issued by the Maryland Department of Budget and Management (DBM), Office of Information Technology (OIT) and subsequent Master Contract Project Number 050R5800338, including any amendments.

Although information from the Contractors must be sent to concurrent individuals as stated in this Key Information Summary Sheet, all correspondence from MDOT to the Contractors shall be sent only by the MDOT Contracts Manager or designee. Also, all original proposals submitted by the Contractors shall be emailed to the MDOT IT Contract Administrator and copies emailed to all other individuals listed in this Key Information Summary Sheet. Also, all original proposals submitted by the Contractors shall be emailed to the MDOT IT Contract Administrator and copies emailed to all other individuals listed in this Key Information Summary Sheet.

TORFP NAME:	Business Analyst Resources
FUNCTIONAL AREA:	FA11 – Business Process Consulting Services
TORFP ISSUE DATE:	January 22, 2007
Closing Date and Time:	February 28, 2007 at 12:00 PM
TORFP Issuing Office:	Maryland Transportation Authority (MdTA) Division of Information Technology (DoIT)
Questions and Proposals are to be sent to: Questions must be submitted no later than 10 working days prior to TORFP closing date.	TO Procurement Officer – Joseph D. Zissimos Email Address: jzissimos@mdta.state.md.us MDOT Contracts Manager – Peter Arrey parrey@mdot.state.md.us MDOT Contracts Administrator – Carl Stein cstein@mdot.state.md.us
TO Procurement Officer:	Joseph D. Zissimos Office Phone Number: 410-537-7521 Office FAX Number: 410-537-7501
TO Manager:	Debra Stewart Office Phone Number: 410-537-1356 Office FAX Number: 410-537-1351
Project Number:	J01P7200009
TO Type:	Time and materials
Period of Performance:	Two years with one 1-year renewal option
MBE Goal:	30 percent
Small Business Reserve (SBR):	No
Primary Place of Performance:	Contractor to provide office space at contractor’s site – Meetings, interviews, other work that must be performed on site will primarily be in Central Maryland area.

TO Pre-Proposal Conference:	MDOT Headquarters 2/12/07 at 2:00 PM See Attachment 6 for directions.
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SECTION 1 - ADMINISTRATIVE INFORMATION

1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT

The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement scope issues, and for authorizing any changes to the TO Agreement. See Section 2.8 for information on change orders.

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

1.2 TO AGREEMENT

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

1.3 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the stated date and exact time. The time will be local time as determined by the Maryland Transportation Authority's e-mail system time stamp. The TO Proposal is to be submitted via e-mail as two attachments in MS Word format. The "subject" line in the e-mail submission shall state the TORFP #J01P7200009. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS TORFP #J01P7200009 Technical". The second file will be the financial response to this CATS TORFP and titled, "CATS TORFP #J01P7200009 Financial". The proposal documents that must be submitted with a signature, Attachment 2 - MBE Forms D-1 and D-2 and Attachment 4 - Conflict of Interest and Disclosure Affidavit, must be submitted as .PDF files with signatures clearly visible.

1.4 MINORITY BUSINESS ENTERPRISE (MBE)

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

1.5 eMARYLANDMARKETPLACE FEE

COMAR 21.02.03.06 requires that each Master Contractor that wins a TO Agreement under this TORFP pay a fee to support the operation of eMarylandMarketplace. The fee will be due on each TO Agreement that exceeds \$25,000. The applicable fee will be based on TO value, including any options. Contractors shall pay the fee as provided by COMAR 21.02.03.06 and in accordance with guidelines issued by the Maryland Department of General Services. A copy of COMAR 21.02.03.06 and the guidelines issued by the Maryland Department of General Services can be found on the eMarylandMarketplace web site at www.eMarylandMarketplace.com.

The rate(s) or price(s) of the proposal/bid shall include the appropriate fee as per the COMAR 21.02.06.03 fee schedule. Fees may not be quoted as a separate add-on price. A total TO Agreement value that is other than an even dollar amount will be rounded to the nearest whole dollar to determine the appropriate fee level. For example, a total TO Agreement value of \$50,000.49 will be rounded to \$50,000 and a Level 1 fee will apply. A total TO Agreement value of \$50,000.50 will be rounded to \$50,001 and a Level 2 fee will apply. Refer to RFP Section 1.9 for additional information.

1.6 CONFLICT OF INTEREST

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

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

1.7 NON-DISCLOSURE AGREEMENT

Certain system documentation may be available for potential Offerors to review at a reading room at the Maryland Transportation Authority, 2340 Broening Highway, Baltimore, Maryland. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement (Offeror) in the form of Attachment 10. Please contact the TO Procurement Officer of this TORFP to schedule an appointment.

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

SECTION 2 - SCOPE OF WORK

2.1 PURPOSE AND BACKGROUND

2.1.1 PURPOSE

Maryland Transportation Authority is issuing the CATS TORFP to obtain five (5) Business Analysts to assist in the preparation and documentation of business cases for project requests, the review and documentation of existing business processes, and the documentation of future processes for a variety of proposed and current Authority projects. The Maryland Transportation Authority reserves the option to make multiple awards.

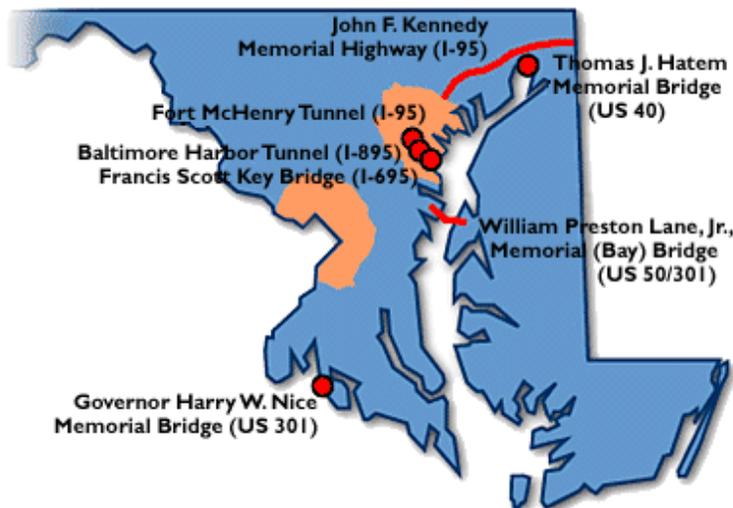
This task order would also allow MdTA to expand resources as MdTA identifies the need. The request and approval process for these additional resources would follow the CATS Task Order Change Order Process as identified in Section 2.14. We would solicit responses to our request from any prime vendor(s) receiving a part of this task order award. The responses would be evaluated to determine which resource would provide MdTA the best value.

2.1.2 REQUESTING AGENCY BACKGROUND

Established in 1971, the Maryland Transportation Authority (“MdTA” or the “Authority”) is an independent State agency that acts “on behalf of” but is separate from the Maryland Department of Transportation (MDOT). By law, the Authority is a group of six citizens who are appointed by the Governor (and confirmed by the Senate) and the Secretary of Transportation, who serves as Chairman of the Authority. MdTA is responsible for constructing, managing, operating and improving the State’s toll facilities, as well as financing new revenue-producing transportation projects for MDOT. The Members have established the position of Executive Secretary to act as the chief executive officer of the Authority, administering the day-to-day business of the agency and its 1,600 employees, including a 500-unit police force.

The Authority is a non-budgeted agency that relies solely on revenues generated from its transportation facilities. Disposition of these revenues is governed by a Trust Agreement between the Authority and its bondholders.

The Maryland Transportation Authority enhances the State’s financial ability to expand its transportation system with state-of-the-art toll facilities that link the major transportation arteries of the East Coast, as well as throughout the state of Maryland. Tolls are the most precise mechanism to fund transportation facilities. They directly link costs with revenues and user benefits with user fees. Toll financing provides dedicated revenues to ensure adequate operation and maintenance of toll facilities.



Since 1971, the Maryland Transportation Authority has been responsible for constructing, operating, maintaining, and improving the State’s toll facilities. The Authority also finances new revenue producing transportation projects. The agency’s seven toll facilities -- a turnpike, two tunnels and four bridges -- help keep traffic moving in Maryland. Maryland Transportation Authority Police officers are responsible for law-enforcement

services at the Authority's toll facilities, Baltimore/Washington International (BWI) Thurgood Marshall Airport and the Port of Baltimore. The nationally accredited Maryland Transportation Authority Police is the seventh-largest police force in the State, with more than 500 sworn and civilian law-enforcement professionals.

The Transportation Authority's projects and services are funded through tolls paid by the customers who use the agency's facilities, other user revenues and the proceeds from toll revenue bonds issued by the Authority. The State enjoys a unique benefit by having all of Maryland's toll facilities operated by one agency. Toll revenues are pooled to cover financing, construction, operating, maintenance and law-enforcement costs, thus providing the strongest possible security for financing transportation-improvement projects. In addition to its own toll facilities, the Authority provides conduit financing for revenue producing transportation capital projects such as parking garages and the new rental car facility at BWI Thurgood Marshall Airport.

Authority Mission, Vision, and Values

OUR MISSION

The Authority will be financial stewards of our dedicated revenue sources to provide vital transportation links that move people and promote commerce in Maryland by:

- Creating and maintaining a transportation network of highways, bridges, and tunnels where safety and efficiency are priorities
- Operating and securing our facilities with innovative technologies
- Financing transportation facilities that offer convenient choices to travelers

OUR VISION

Creating EZ passage Throughout Maryland.

OUR VALUES

Service
Employee empowerment and accountability
Responsiveness
Vigilance
Integrity
Communication
Equal opportunity

2.1.3 PROJECT BACKGROUND

The MdTA Division of Information Technology (DoIT) recognizes that business processes, business cases, and system requirements must be understood and properly documented in order to deliver successful IT Systems projects that meet the needs of the business areas on-time and within budget. The DoIT has a backlog of project requests for new systems and for enhancements to existing systems.

The objective of this Task Order RFP is initially to acquire the services of five qualified individuals who will work with DoIT staff at the Point Breeze Complex DoIT building located at 2340 Broening Highway, Baltimore, Maryland and with other MdTA business unit staff at various MdTA locations (at any of our facilities, but with the majority of the work based in the Baltimore, Maryland region) to assist in the preparation and documentation of business cases, business processes, and system requirements. Examples of such projects include the MRO Maximo 4.11 rollout, the Capital Planning Management System – Dynamics SL financial system interface, the Finance accounts receivable implementation, the Finance payroll electronic interface and other current and future projects within the Authority.

2.2 PROFESSIONAL DEVELOPMENT

Technology, software products and industry best practices change. The TO Contractor must ensure continuing education opportunities for the personnel provided. The time allocated to these continuing education activities for staff deployed to MdTA may not be charged to this task order. Actual course costs are also the responsibility of the TO Contractor

2.3 TO CONTRACTOR PERSONNEL DUTIES AND RESPONSIBILITIES

The work to be accomplished by the TO Contractor personnel under this TORFP includes the following:

- A) Participate in the Project Preliminary Planning phase, which covers the receipt/review of initial project requests, refinement of the project request, development of the business case and concept proposal.
- B) Transition a project from idea or concept through preliminary planning phase to become a chartered project.
- C) Assist Project Managers with requirement identification and definition in Project Engineering phase.
- D) Comprehend basic to complex business issues, contribute to Information Technology projects by translating business needs into understandable requirements.
- E) Operate as a spokesperson for the business departments as they interact with the DoIT group to determine appropriate computer-related solutions to business problems.
- F) Examine a business activity to help decide whether new IT solutions will improve productivity. Discuss existing business models and the flows of data in the business with those involved. Write, review and edit business/ technical requirements, specifications, RFPs, business processes and recommendations related to proposed solution.
- G) Produce project feasibility and cost benefit analysis reports to assist MdTA executive management in determining whether a project should proceed.
- H) Deliver informative, well-organized presentations.
- I) Understand the role of the system in the big picture and provide ideas and recommendations regarding the evolution of the system and any project interdependencies to consider.
- J) Using a variety of technical and presentation tools, draw up and cost specifications for possible improvements and produce high level outline designs of new IT systems for others to develop and build.
- K) Provide client support and consultation for IT issues and make recommendations on applicable technology.
- L) Architect effective business systems.
- M) Identify the benefits of a project, potential project team members, project deliverables, and appropriate project performance metrics.
- N) Identify initial performance measures that will be used to determine whether the project was successful.
- O) Attend internal MdTA staff meetings as requested.

WORK HOURS

- (A) The TO Contractor's assigned personnel will work an eight-hour day (hours to be approved by the TO Manager), Monday through Friday except for State holidays.

- (B) For purposes of estimating, assume that each individual would perform 2000 hours of work over the course of one year.
- (C) Requests for leave should be submitted to the Task Order Manager at least two weeks in advance. The Task Order Manager reserves the right to request a temporary replacement if leave extends longer than one consecutive week. In cases where there is insufficient coverage, leave may be denied.

2.4 DELIVERABLES

(A) Personnel

The TO Contractor shall be responsible for providing on a continual basis for all assigned tasks, the personnel required in this TORFP within the timeframe required as specified by the TO Manager.

The TO Contractor individual will be expected to perform most duties remotely from the contractor's worksite. Tasks that require the contractor to work at an Authority facility will be coordinated with the TO Manager.

Assignments will be given and reviewed by the TO Manager and will also interface with all levels of management and the work force.

The position does involve travel between sites in the Baltimore area. TO Contractor proposed personnel must have valid driver's license and own transportation

(B) Weekly Status Report

By Monday, 12:00pm (Noon) of each week, the TO Contractor personnel shall be responsible for compiling and submitting to the TO Manager a one-page status report (in MS Word format, template to be provided) that summarizes the following:

- Top Three Priorities
- Actual Tasks & Accomplishments for the reporting period
- Planned Tasks & Accomplishments for the next reporting period
- Exceptions to Previously Planned vs. Actual for last reporting period
- Hours worked (start and end times, and total time worked each day) by individual TO Contractor personnel

Reported tasks & accomplishments may include processes or requirements drafted, finalized, discussed; meetings held or planned (date, purpose, attendees); documents developed; meeting minutes, SDLC documents and other project-related artifacts (indicate draft or final version).

(C) Monthly Project Status Report

By the second working day of each month, for each assigned project, the TO Contractor personnel shall be responsible for compiling and submitting to the TO Manager a monthly project status report (in MS Word format, template to be provided) that includes the following:

- Accomplishments
- Current status
- Forecast
- Issues
- Schedule Analysis
- Budget Analysis

- Risk Analysis
- Updated project schedule (in MS Project format)

The TO Manager will determine which assignments require a monthly project status.

2.5 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES

The TO Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting information technology projects, which may be created or changed periodically. The TO Contractor shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards and guidelines affecting project execution. These may include, but are not limited to:

- A) The State's System Development Life Cycle (SDLC) methodology at: www.dbm.maryland.gov - keyword: SDLC.
- B) The State Information Technology Security Policy and Standards at: www.dbm.maryland.gov - keyword: Security Policy.
- C) The State Information Technology Project Oversight at: www.dbm.maryland.gov - keyword: IT Project Oversight.
- D) The State of Maryland Enterprise Architecture at www.dbm.maryland.gov - keyword: MTAF Guiding Principles.
- E) 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.

2.6 TO CONTRACTOR PERSONNEL MINIMUM QUALIFICATIONS AND CERTIFICATIONS

Individuals proposed must have a considerable understanding of current and emerging IT products, services, processes, and methodologies, along with a continuing understanding of the business function and process. Individuals proposed must have experience in requirements elicitation and definition, requirements planning and management, requirements and gap analysis and documentation, conducting feasibility studies, preparing business cases, solution assessment and validation. Resumes must demonstrate at least three (3) years of this experience.

Individuals proposed for this TORFP must have excellent verbal and written communication skills, contract management, and coordination and organizational skills. Resumes must demonstrate at least three (2) years experience where these skills were applied.

Individuals proposed for this TORFP must become familiar with and adhere to the system development life cycle (SDLC) methodology established by the Department of Budget & Management (DBM) for all major Information System efforts. These individuals must have experience in creating and updating SDLC documents. Resumes must demonstrate at least three (3) years experience leading efforts where an SDLC methodology was employed.

The TO Contractor shall propose individuals who possess expertise in the following types of systems:

- Financial Systems
- Budget Systems
- Management Reporting
- Document Management
- Cash Flow Estimating
- Business Process/Workflow Automation

2.7 TO CONTRACTOR EXPERTISE REQUIRED

The TO Contractor shall be capable of furnishing all necessary services required to successfully complete all tasks and work requirements and produce high quality deliverables described herein. The TO Contractor shall

demonstrate, in its proposal, that it possesses such expertise in-house or has fostered strategic alliances with other firms for providing such services.

2.8 PERFORMANCE EVALUATION

TO Contractor personnel will be evaluated by the TO Manager on a schedule consistent with evaluations of MdTA personnel for assignments performed during that period. The established performance evaluation and standards are included as Attachment 9. The TO Contractor personnel must maintain at least a “Meets Standards” in each category of the performance evaluation (i.e., Job Quality, Job Quantity, Job Knowledge, Work Habits, etc.). If prior to a scheduled evaluation the TO Manager has determined there are issues with the performance of TO Contractor personnel, the TO Manager will notify both the TO Contractor and the TO Contractor personnel by email, identifying the issue and the expected action(s) to correct the issue.

2.9 NON PERFORMANCE OF PERSONNEL

In the event that MdTA is dissatisfied with the TO Contractor’s personnel for not performing to the standards specified in Section 2.9, the TO Contractor personnel may be removed at the TO Manager’s discretion. Replacement personnel must be approved by the TO Manager and have qualifications equal to or greater than that of the non-performing person initially proposed and evaluated and accepted in the TO Agreement. The TO Manager will determine the amount of time the TO Contractor has to provide a replacement.

2.10 SUBSTITUTION OF PERSONNEL

The TO Contractor shall propose only staff available at the time of the TO Proposal and that satisfy the personnel qualifications specified in the Master Contract. In addition, the TO Contractor shall abide by the substitution of personnel requirements in the Master Contract.

2.11 INVOICING

Invoices shall be submitted monthly. Invoices will reflect costs for hours worked indicated in the accompanying weekly status reports (Deliverable 2.5B). Upon verification and acceptance of the invoices by the TO Manager, payment will be made to the TO Contractor

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

2.11.1 INVOICE SUBMISSION PROCEDURE

This procedure consists of the following requirements and steps:

- A) The invoice shall identify Maryland Transportation Authority, 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, including detail of work hours) submitted for payment to Maryland Transportation Authority at the following address:

Debra Stewart
Maryland Transportation Authority
Division of Information Technology
2340 Broening Highway
Baltimore, MD 21224

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

2.12 MBE

Monthly reporting of MBE participation is required in accordance with the terms and conditions of the Master Contract. The TO Contractor shall provide a completed MBE Participation form (Attachment 2, Form D-5) to the Maryland Transportation Authority, at the same time the invoice copy is sent. The TO Contractor shall ensure that each MBE Subcontractor provides a completed MBE Participation Form (Attachment 2, Form D-6). Subcontractor reporting shall be sent directly from the subcontractor to the Maryland Transportation Authority. The Maryland Transportation Authority will monitor both the TO Contractor's efforts to achieve the MBE participation goal and compliance with reporting requirements. Contractors shall email completed forms to the Maryland Transportation Authority at jzissimos@mdta.state.md.us and dstewart@mdta.state.md.us.

2.13 CHANGE ORDERS

If the TO Contractor is required to perform additional work, or there is a work reduction due to unforeseen scope changes, 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 modifications shall be performed until a change order is approved by the TO Manager and DBM and executed by the TO Procurement Officer.

2.14 SECURITY AND CONFIDENTIALITY

The Contractor shall adhere to and ensure compliance with the State of Maryland and the Maryland Transportation Authority's Information Technology Security Plan (Attachment 8). These policies may be revised from time to time and the Contractor shall comply with all such revisions. The Contractor personnel will be required to sign the MDOT Security Advisory, MdTA Non-disclosure agreement, and abide by MdTA Internet and e-mail Use Policy. Additionally, if the contractor requires third party connectivity to the MDOT Network, the Contractor will be required to sign the MDOT Terms and Conditions for Third Party Remote Access.

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 and 2) a completed Master Contractors Feedback Form submitted electronically off the CATS web site.

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 provide the following:

3.2.1 THE TECHNICAL PORTION OF THE TO PROPOSAL SHALL INCLUDE:

A) Proposed Services

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

B) Proposed Personnel

- 1) Identify and provide resumes for all proposed personnel by labor category.
- 2) Certification that all proposed personnel meet the minimum required qualifications and possess the required certifications in Section 2.7.
- 3) Complete and provide Attachment 5 – Labor Classification Personnel Resume Summary.
- 4) Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under this TO Agreement.

C) MBE Participation

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

D) Subcontractors

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

E) Master Contractor and Subcontractor Experience and Capabilities

- 1) Provide three examples of work assignments that the proposed personnel have completed that were similar in scope to the one defined in this TORFP. Each of the three examples must include a reference complete with the following:
 - A) Name of organization.
 - B) Name, title, and telephone number of point-of-contact for the reference.
 - C) Type, and duration of contract(s) supporting the reference.
 - D) The services provided, scope of the contract and performance objectives satisfied as they relate to the scope of this TORFP.
 - E) Whether the proposed personnel are still providing these services and, if not, an explanation of why services are no longer provided to the client organization.

2) State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any government entity of the State of Maryland. For each identified contract, the Master Contractor shall provide:

- A) The State contracting entity,
- B) A brief description of the services/goods provided,
- C) The dollar value of the contract,
- D) The term of the contract,
- E) Whether the contract was terminated prior to the specified original contract termination date,
- F) Whether any available renewal option was not exercised,
- G) The State employee contact person (name, title, telephone number and e-mail address).

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

F) Proposed Facility

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

G) State Assistance

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

H) Confidentiality

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

3.2.2 THE FINANCIAL RESPONSE OF THE TO PROPOSAL SHALL INCLUDE

- A) A description of any assumptions on which the Master Contractor's Financial Proposal is based;
- B) Attachment 1 - Completed Financial Proposal, including:

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

SECTION 4 - PROCEDURE FOR AWARDING A TASK ORDER AGREEMENT

4.1 EVALUATION CRITERIA

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

4.2 TECHNICAL CRITERIA

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

- Experience of the Master Contractor's proposed personnel performing the duties and responsibilities required in Section 2.3.
- The experience and certifications required in Section 2.7, of the Master Contractor's proposed personnel.
- The Master Contractor's understanding of the work to be accomplished.

4.3 SELECTION PROCEDURES

- 4.3.1 Proposed personnel will be assessed for compliance with the minimum qualifications in Section 2.7 of the TORFP. Master Contractor's proposing personnel who fail to meet the minimum qualifications will be disqualified and their proposals eliminated from further consideration.
- 4.3.2 TO Proposals deemed technically qualified will have their financial proposal considered. All others will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.
- 4.3.3 The State will require interviews with all qualified personnel proposed by each of the qualified Master Contractors. In order to ensure as timely an evaluation process as possible, the State will begin conducting interviews two weeks after receipt of proposals. The number of days for interviews will be dependent upon the number of proposals received. The State will notify all Master Contractors by email of specific dates and contact information for scheduling. Master Contractors must ensure that proposed personnel will be available for the interview in order for their technical proposals to be considered for award.
- 4.3.4 Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.
- 4.3.5 The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment. In making this selection, technical merit has greater weight than price.

4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT

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

ATTACHMENT 1 – PRICE PROPOSAL

PRICE PROPOSAL FOR CATS TORFP # J01P7200009

Labor Categories Table

Labor Categories	A	B	C
	Hourly Labor Rate	Total Class Hours Annually	Total Proposed CATS TORFP Price
<i>(Insert Proposed Labor Categories for this TORFP)</i>			
<i>Year #1:</i>			
Resource #1	\$	2000	\$
Resource #2	\$	2000	\$
Resource #3	\$	2000	\$
Resource #4	\$	2000	\$
Resource #5	\$	2000	\$
<i>Year #2:</i>			
Resource #1	\$	2000	\$
Resource #2	\$	2000	\$
Resource #3	\$	2000	\$
Resource #4	\$	2000	\$
Resource #5	\$	2000	\$
<i>Year #3 (Optional):</i>			
Resource #1	\$	2000	\$
Resource #2	\$	2000	\$
Resource #3	\$	2000	\$
Resource #4	\$	2000	\$
Resource #5	\$	2000	\$
Total Evaluated Price			\$

Authorized Individual Name

Company Name

Title

Company Tax ID #

The Hourly Labor Rate is the actual rate the State will pay for services and must be recorded in dollars and cents. The Hourly Labor Rate cannot exceed the Master Contract Rate, but may be lower. Time for travel will be reimbursed as allowed in Section 2.2.4 of the Master Contract.

SUBMIT THIS WITH THE FINANCIAL RESPONSE

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

CATS TORFP # J01P7200009

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

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

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 1

CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT

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

In conjunction with the offer submitted in response to TORFP No. J01P7200009, I affirm the following:

4. I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of 30 percent. I have made a good faith effort to achieve this goal.

OR

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

5. I have identified the specific commitment of certified Minority Business Enterprises by completing and submitting an MBE Participation Schedule (Attachment 2 - Form D-2) with the proposal.
6. I acknowledge that the MBE subcontractors/suppliers listed in the MBE Participation Schedule will be used to accomplish the percentage of MBE participation that I intend to achieve.
7. I understand that if I am notified that I am the apparent TO Agreement awardee, I must submit the following documentation within 10 working days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier.
 - (a) Outreach Efforts Compliance Statement (Attachment D-3)
 - (b) Subcontractor Project Participation Statement (Attachment D-4)
 - (c) MBE Waiver Documentation per COMAR 21.11.03.11 (if applicable)
 - (d) Any other documentation required by the TO Procurement Officer to ascertain offeror's responsibility in connection with the certified MBE participation goal.

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

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

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

Offeror Name

Signature of Affiant

Address

Printed Name, Title

Date

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 2

MINORITY BUSINESS ENTERPRISE PARTICIPATION SCHEDULE

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

TO Prime Contractor (Firm Name, Address, Phone)	Task Order Description
Task Order Agreement Number J01P7200009	
List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	

USE ATTACHMENT D-2 CONTINUATION PAGE AS NEEDED

SUMMARY

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

Document Prepared By: (please print or type)

Name: _____ Title: _____

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 2

MINORITY BUSINESS ENTERPRISE PARTICIPATION SCHEDULE (CONTINUED)

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

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 3

OUTREACH EFFORTS COMPLIANCE STATEMENT

In conjunction with the bid or offer submitted in response to TORFP # J01P7200009, I state the following:

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

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

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

4. Offeror assisted MBEs to fulfill or to seek waiver of bonding requirements.

(DESCRIBE EFFORTS)

 This project does not involve bonding requirements.

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

Offeror Name

By: _____
Name

Address

Title

Date

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

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 4

SUBCONTRACTOR PROJECT PARTICIPATION STATEMENT

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

Provided that _____ is awarded the TO Agreement in
(Prime TO Contractor Name)

conjunction with TORFP No. J01P7200009, it and _____,
(Subcontractor Name)

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

(Describe work to be performed by MBE):

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

By:

By:

Prime Contractor Signature

Subcontractor Signature

Name

Name

Title

Title

Date

Date

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

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 5

MINORITY BUSINESS ENTERPRISE PARTICIPATION TO CONTRACTOR PAID/UNPAID INVOICE REPORT

Report #: _____ Reporting Period (Month/Year): _____ Report is due by the 15th of the following month.	CATS TORFP #J01P7200009 Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____
--	---

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

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

Return one copy of this form to the following address:

Debra Stewart, Task Order Manager Maryland Transportation Authority 2340 Broening Highway Baltimore, MD 21224 dstewart@mdta.state.md.us	Joseph D. Zissimos, Procurement Officer Maryland Transportation Authority 303 Authority Drive Baltimore, MD 21222 jzissimos@mdta.state.md.us
--	--

Signature: _____ Date: _____

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 6

MINORITY BUSINESS ENTERPRISE PARTICIPATION SUBCONTRACTOR PAID/UNPAID INVOICE REPORT

Report #: _____ Reporting Period (Month/Year): __/_____ Report Due By the 15th of the following Month.	CATS TORFP #J01P7200009 Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____	
MBE Subcontractor Name: _____		
MDOT Certification #: _____		
Contact Person: _____		
Address: _____		
City: _____	State: _____	ZIP: _____
Phone: _____	FAX: _____	
Subcontractor Services Provided: _____		
List all payments received from Prime TO Contractor during reporting period indicated above. 1. _____ 2. _____ 3. _____ Total Dollars Paid: \$ _____	List dates and amounts of any unpaid invoices over 30 days old. 1. _____ 2. _____ 3. _____ Total Dollars Unpaid: \$ _____	
Prime TO Contractor: _____		Contact Person: _____

Return one copy of this form to the following address:

Debra Stewart, Task Order Manager Maryland Transportation Authority 2340 Broening Highway Baltimore, MD 21224 dstewart@mdta.state.md.us	Joseph D. Zissimos, Procurement Officer Maryland Transportation Authority 303 Authority Drive Baltimore, MD 21222 jzissimos@mdta.state.md.us
--	--

Signature: _____ Date: _____

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

ATTACHMENT 3 – TASK ORDER AGREEMENT

CATS TORFP# J01P7200009 OF MASTER CONTRACT #050R5800338

This Task Order Agreement (“TO Agreement”) is made this **day** of **Month**, 2007 by and between **Task Order Contractor (TO Contractor)** and the STATE OF MARYLAND, Maryland Transportation Authority.

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

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
 - a. “Agency” means the Maryland Transportation Authority, as identified in the CATS TORFP # J01P7200009.
 - b. “CATS TORFP” means the Task Order Request for Proposals # J01P7200009, dated January 22, 2007, including any addenda.
 - c. “Master Contract” means the CATS Master Contract between the Maryland Department of Budget and Management and **TO Contractor** dated December 19, 2005.
 - d. “TO Procurement Officer” means Joseph D. Zissimos. 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 Maryland Transportation Authority and **TO Contractor**.
 - f. “TO Contractor” means the CATS Master Contractor awarded this TO Agreement, whose principal business address is _____ and whose principal office in Maryland is _____.
 - g. “TO Manager” means Debra Stewart of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
 - h. “TO Proposal - Technical” means the TO Contractor’s technical response to the CATS TORFP dated **date of TO Proposal – Technical**.
 - i. “TO Proposal – Financial” means the TO Contractor’s financial response to the CATS TORFP dated **date of TO Proposal - Financial**.
 - j. “TO Proposal” collectively refers to the TO Proposal – Technical and TO Proposal – Financial.
2. Scope of Work
 - 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supersede the Master Contract.
 - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
 - a. The TO Agreement,
 - b. Exhibit A – CATS TORFP
 - c. Exhibit B – TO Proposal-Technical
 - d. Exhibit C – TO Proposal-Financial

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

3. Time for Performance

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of two 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 \$**total amount of 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 **Federal ID number**. 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 Debra Stewart, Maryland Transportation Authority, Division of Information Technology, 2340 Broening Highway, Baltimore, Maryland 21224.
- 4.4 In addition to any other available remedies, if, in the opinion of the TO Procurement Officer, the TO Contractor fails to perform in a satisfactory and timely manner, the TO Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the TO Contractor to be reduced or withheld until such time as the TO Contractor meets performance standards as established by the TO Procurement Officer.

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

TO Contractor Name

By: Type or Print TO Contractor POC

Date

Witness: _____

STATE OF MARYLAND, Maryland Transportation Authority, Division of Information Technology

By: Joseph D. Zissimos, TO Procurement Officer

Date

Witness: _____

ATTACHMENT 4 – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

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

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

Date: _____ By: _____

(Authorized Representative and Affiant)

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 5 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY

INSTRUCTIONS:

1. Master Contractors must comply with all personnel requirements under the Master Contract RFP 050R5800338.
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.

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 – DIRECTIONS
TO THE PRE-TO PROPOSAL CONFERENCE

Driving directions for MDOT Headquarters
7201 Corporate Center Dr.
Hanover, Md. 21076
Harry Hughes Conference Room

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

Baltimore:

From 695; Take Baltimore –Washington Parkway (295) south to I-195 towards the BWI airport. Take I-195 to Md. Rte 170 south towards Dorsey. Go to the fifth traffic light and turn left on Stoney Run rd. Take Stoney Run rd. through traffic light to stop sign. Turn left on Old Stoney Run Rd. Take Old Stoney Run Rd. to stop sign at Ridge Rd. and turn right. Take Ridge Rd. to the traffic circle and turn right on Corporate Center Dr. Take Corporate Center Dr. to 7201 on left side of road. Parking is on right side of road.

Washington:

From Baltimore-Washington Parkway (295); Take Baltimore-Washington Parkway North to I-195 and exit towards the BWI Airport (East). Take I-195 towards the BWI Airport to Md. Rte.170. Take Md. Rte. 170 south towards Dorsey. Go to the fifth traffic light and turn left on Stoney Run rd. Take Stoney Run rd. through traffic light to stop sign. Turn left on Old Stoney Run Rd. Take Old Stoney Run Rd. to stop sign at Ridge Rd. and turn right. Take Ridge Rd. to the traffic circle and turn right on Corporate Center Dr. Take Corporate Center Dr. to 7201 on left side of road. Parking is on right side of road.

Annapolis:

From I-97; Take I-97 North to Rte.100 towards Columbia (west). Take Rte. 100 to Rte 170 north towards BWI Airport. Take Rte. 170 to the third traffic light and turn right on Stoney Run Rd. Take Stoney Run rd. through traffic light to stop sign. Turn left on Old Stoney Run Rd. Take Old Stoney Run Rd. to stop sign at Ridge Rd. and turn right. Take Ridge Rd. to the traffic circle and turn right on Corporate Center Dr. Take Corporate Center Dr. to 7201 on left side of road. Parking is on right side of road.

ATTACHMENT 7 – NON-DISCLOSURE AGREEMENT (OFFEROR)

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

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS TORFP #J01P7200009 for Business Analyst Resources. 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 in Section 1.7 of the TORFP, OFFEROR agrees as follows:

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

OFFEROR: _____ BY: _____

NAME: _____ TITLE: _____

ADDRESS: _____

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

ATTACHMENT 8 – NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made as of this ___ day of _____, 2007__, by and between the State of Maryland (“the State”), acting by and through its Maryland Transportation Authority (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 Business Analyst Resources TORFP No. J01P7200009 dated January 22, 2007, (the “TORFP”) issued under the Consulting and Technical Services procurement issued by the Department, Project Number 050R5800338; and

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

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

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

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

TO Contractor/TO Contractor's Personnel: Maryland Transportation Authority:

Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

SUBMIT AS REQUIRED IN SECTION 1.7 OF 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 9 – PERFORMANCE EVALUATION

TO Contractor Company Name: _____

TO Contractor Personnel: _____

January 1 - December 31 _____

A Job Quality	Excellent (4)	Very Good (3)	Meets Standards (2)	Marginal (1)	Unacceptable (0)	Raw Scores	Overall Scores
Timeliness and Accuracy.	Work consistently exceeds expectations and is usually completed ahead of schedule.	Work often exceeds expectations and is frequently completed ahead of schedule.	Work performed accurately, effectively and in a timely manner.	Work sometimes unacceptable because of inaccuracies and timeliness.	Work consistently late; contains errors and omissions.		
Work Process and Workmanship	Always monitors and measures work process/product, ensures continuous improvement and demonstrates the highest levels of quality workmanship.	Work product/ process demonstrates quality standards of workmanship and continuous improvement.	Monitors and measures work process/product to ensure quality standards of workmanship.	Work product/process demonstrates inconsistent workmanship.	Work product/process demonstrates poor standards of workmanship.		
Problem Solving	Consistently demonstrates initiative in the use of available resources to identify and resolve problems.	Frequently uses available resources to identify and address problems areas. a timely manner.	Identified problem areas effectively and in a timely manner.	Occasionally unable to identify and address problem areas effectively and in a timely manner.	Frequently fails to identify problem area.		
Customer Service	Always demonstrates initiative in recognizing and responding to customer needs.	Frequently demonstrates initiative in recognizing and responding to customer needs.	Anticipates and acknowledges customer needs.	Occasionally fails to anticipate and recognize customer needs.	Customer needs are rarely acknowledged or anticipated.		
A Job Quality					Average Score:		

**ATTACHMENT 9 CONTINUED
PERFORMANCE STANDARDS**

B Job Quantity	Excellent (4)	Very Good (3)	Meets Standards (2)	Marginal (1)	Unacceptable (0)	Raw Scores	Overall Scores
Meeting Schedules	N/A	Frequently improves product/ service, while meeting schedule.	Strives for product/service improvement, while meeting schedule.	Occasionally misses deadlines.	Frequently misses schedules and deadlines.		
Projects and Special Assignments	Demonstrates initiative in taking on special assignments, while maintaining regular workflow.	Frequently accepts and completes special assignments, while maintaining regular workflow.	Maintains regular work flow while completing projects and special assignments.	Occasionally unable to maintain regular work flow when given special projects or assignments.	Unable to maintain regular work flow when given special projects or assignments and never volunteers.		
Productivity	Always takes the initiative to increase productivity and improve customer service.	Frequently takes the initiative to increase productivity and improve customer service.	Uses appropriate methods to increase productivity and improve customer service.	Occasionally fails to use appropriate methods to increase productivity and improve customer service.	Seldom uses appropriate methods to increase productivity and improve customer service.		
Volume of Work	Consistently exceeds the required volume of work.	Frequently exceeds the required volume of work.	Completes the required volume of work.	Occasionally fails to complete the required volume of work.	Rarely completes the required volume of work.		
B Job Quantity					Average Score:		

**ATTACHMENT 9 CONTINUED
PERFORMANCE STANDARDS**

C Job Knowledge	Excellent (4)	Very Good (3)	Meets Standards (2)	Marginal (1)	Unacceptable (0)	Raw Scores	Overall Scores
Resources, Technology and Regulations	Always recognizes the effect and recommends solutions or improvements.	Recognizes the effect and occasionally recommends solutions or improvements.	Recognizes the effect that resources, technology, and regulations have on the organization.	Occasionally fails to recognize the effect that resources, technology and regulations have on the organization.	Frequently fails to recognize the effect that resources, technology and regulations have on the organization.		
Utilization of Resources/ Collective Knowledge/ Expertise	Always uses resources and expertise proficiently and consistently encourages improvement and professional growth.	Frequently uses resources and expertise proficiently and encourages continuous improvement and professional growth.	Uses resources and expertise proficiently.	Occasionally fails to use resources and expertise proficiently.	Frequently fails to use resources and expertise proficiently.		
Standards, Codes and Established Industry/ Professional	Always applies standards, codes and established industry/ professional practices, including measuring tools.	Frequently applies standards, codes, and established industry/ professional practices, including measuring tools.	Applies standards, codes, and established industry/ professional practices.	Occasionally fails to apply standards, codes and established industry/ professional practices.	Frequently fails to apply standards, codes, and established industry/ professional practices.		
Development of Applications and Programs	Consistently develops practical, effective and innovative programs, procedures, or applications.	Frequently develops practical, effective and innovative programs, procedures, or applications.	Develops practical and effective programs, procedures, or applications.	Occasionally fails to develop practical and effective programs, procedures, or applications.	Frequently fails to develop practical and effective programs, procedures, or applications.		
C Job Knowledge					Average Score:		

**ATTACHMENT 9 CONTINUED
PERFORMANCE STANDARDS**

D Work Habits	Excellent (4)	Very Good (3)	Meets Standards (2)	Marginal (1)	Unacceptable (0)	Raw Scores	Overall Scores
Time Management	Always manages time to complete all work either early or on time.	Consistently manages time to complete all work either early or on time.	Manages time to complete all work either early or on time; occasionally struggles with priorities.	Usually completes work but does not effectively plan and prioritize.	Frequently behind in work; completed tasks are rushed or incomplete.		
Communication	Always communicates clearly, effectively, and professionally with supervisor and customers.	Consistently communicates clearly, effectively, and professionally with supervisor and customers.	Communicates clearly, effectively, and professionally with supervisor and customers.	Occasionally communicates clearly, effectively, and professionally with supervisor and customers.	Communicates ineffectively.		
Delegation of Assignments	Always appropriately delegates assignments to staff.	Consistently and appropriately delegates assignments to staff.	Usually delegates assignments to staff appropriately.	Occasionally delegates assignments to staff appropriately.	Seldom delegates assignments to staff appropriately.		
Resource Allocation	Always effectively manages personnel and material resources to attain goals and objectives.	Consistently effectively manages personnel and material resources to attain goals and objectives.	Usually effectively manages personnel and material resources to attain goals and objectives.	Occasionally effectively manages personnel and material resources to attain goals and objectives.	Seldom effectively manages personnel and material resources to attain goals and objective.		
D Work Habits					Average Score:		

**ATTACHMENT 9 CONTINUED
PERFORMANCE STANDARDS**

E Working Relationships	Excellent (4)	Very Good (3)	Meets Standards (2)	Marginal (1)	Unacceptable (0)	Raw Scores	Overall Scores
Customer Service	Always goes beyond standards of maintaining tact and respectful demeanor such as always offering additional information and aid without	Frequently goes beyond standards of maintaining tact and respectful demeanor such as frequently offering additional information and aid without request.	Consistently maintains tact and respectful demeanor and outlook.	Occasionally discourteous and does not maintain tact and respectful demeanor.	Frequently discourteous and possibly rude or abusive. Is unfriendly and uncooperative in demeanor with co-workers, supervisors, and others.		
Interaction with supervisor	N/A	N/A	Always accepts constructive criticism from supervisor.	Occasionally does not accept constructive criticism from supervisor.	Frequently does not accept constructive criticism from supervisor.		
Disciplinary Action	N/A	N/A	No disciplinary actions.	One disciplinary action.	Two or more disciplinary actions.		
E Working Relationships					Average Score:		

**ATTACHMENT 9 CONTINUED
PERFORMANCE STANDARDS**

F Unauthorized Absence & Punctuality	Excellent (4)	Very Good (3)	Meets Standards (2)	Marginal (1)	Unacceptable (0)	Raw Scores	Overall Scores
Punctuality	Always prompt and dependable when reporting to work or meetings, or returning from breaks or lunch. No occurrences of avoidable lateness.	Consistently prompt and dependable when reporting to work or meetings, or returning from breaks or lunch. Depending on job assignments, this could mean no more than one occurrence of avoidable lateness.	Usually prompt and dependable when reporting to work or meetings, or returning from breaks or lunch. Depending on job assignments, this could mean two occurrences of avoidable lateness.	Occasionally late in reporting to work or meetings, or returning from breaks or lunch. Three or four occurrences of avoidable lateness.	Seldom on time when reporting to work or meetings, or returning from breaks or lunch. Five or more occurrences of avoidable lateness.		
Complies with leave policies and procedures	Always complies with leave policies and procedures and always has preauthorization of leave usage. Always cooperative and helpful when planning or scheduling absences such as a demonstrated willingness to adjust schedule to accommodate others.	Consistently complies with leave policies and consistently has preauthorization of leave.	Usually complies with leave policies and procedures and has not more than two occasions of noncompliance.	Occasionally complies with leave policies and procedures and has no more than three occasions of noncompliance.	Seldom complies with leave policies and procedures and has four or more occasions of noncompliance.		
Unauthorized absence	N/A	N/A	No occurrences of unauthorized absence.	One occurrence of unauthorized absence.	Two or more occurrences of unauthorized absence.		
F Unauthorized Absence & Punctuality					Average Score:		

**ATTACHMENT 9 CONTINUED
PERFORMANCE STANDARDS**

G Initiative	Excellent (4)	Very Good (3)	Meets Standards (2)	Marginal (1)	Unacceptable (0)	Raw Scores	Overall Scores
Organizational Commitment	Always takes task to next step without supervisory intervention and always seeks and accepts additional responsibilities.	Consistently takes task to next step without supervisory intervention and consistently seeks and accepts additional responsibilities.	Usually takes task to next step without supervisory intervention and usually seeks and accepts additional responsibilities.	Occasionally takes tasks to next step without supervisory intervention and occasionally seeks and accepts additional responsibilities.	Seldom takes tasks to next step without supervisory intervention and seldom seeks and accepts additional responsibilities.		
Organizational Commitment	Always participates in special assignments, task forces, committees and team functions.	Consistently participates in special assignments, task forces, committees and team functions.	Usually participates in special assignments, task forces, committees and team functions.	Occasionally participates in special assignments, task forces, committees and team functions.	Seldom participates in special assignments, task forces, committees and team functions.		
Organizational Commitment	Always applies concepts of continuous quality improvements (CQI) and managing for results in staff supervision and service to the public.	Consistently applies concepts of continuous quality improvement (CQI) and managing for results in staff supervision and service to the public.	Usually applies concepts of continuous quality improvement (CQI) and managing for results (MFR) in staff supervision and service to the public.	Occasionally applies concepts of continuous quality improvement (CQI) and managing for results (MFR) in staff supervision and service to the public.	Seldom applies concepts of continuous quality improvements (CQI) and managing for results (MFR) in staff supervision and service to the public.		
Self Improvement	Always pursues activities that provide opportunity for personal and professional growth and the development of interpersonal skills.	Consistently pursues activities that provide opportunity for personal and professional growth and the development of interpersonal skills.	Usually pursues activities that provide opportunity for personal and professional growth and the development of interpersonal skills.	Occasionally pursues activities that provide opportunity for personal and professional growth and the development of interpersonal skills.	Seldom pursues activities that provide opportunity for personal and professional growth and the development of interpersonal skills.		
Self Improvement	Always plans for career advancement by developing higher level skills in management techniques.	Consistently plans for career advancement by developing higher level skills in management techniques.	Usually plans for career advancement by developing higher level skills in management techniques.	Occasionally plans for career advancement by developing higher level skills in management techniques.	Seldom plans for career advancement by developing higher level skills in management techniques.		
G Initiative						Average Score:	

**ATTACHMENT 9 CONTINUED
PERFORMANCE STANDARDS**

H Safety	Excellent (4)	Very Good (3)	Meets Standards (2)	Marginal (1)	Unacceptable (0)	Raw Scores	Overall Scores
Office/Admin. Staff Only	Always maintains clean, organized work area. Always cares for office equipment. Always identifies hazards and always makes suggestions to improve safe work environment.	Consistently maintains clean organized work area. Consistently cares for office equipment. Consistently identified hazards and always makes suggestions to improve safe work environment.	Usually maintains clean, organized work area. Usually cares for office equipment. Usually identifies hazards and always makes suggestions to improve safe work environment.	Occasionally maintains clean, organized work area. Occasionally cares for office equipment. Occasionally identifies hazards and always makes suggestions to improve safe work environment.	Seldom maintains clean, organized work area. Seldom cares for office equipment. Seldom identifies hazards and always makes suggestions to improve safe work environment.		
H Safety					Average Score:		

**ATTACHMENT 9 CONTINUED
PERFORMANCE STANDARDS**

	Excellent (4)	Very Good (3)	Meets Standards (2)	Marginal (1)	Unacceptable (0)	
Overall Total Rating Scale	29 - 32	22 - 28	13 - 21	5 - 12	0 - 4	

Category	Overall Score	Comments	
A Job Quality			
B Job Quantity			
C Job Knowledge			
D Work Habits			
E Working Relationships			
F Unauthorized Absence & Punctuality			
G Initiative			
H Safety			
OVERALL TOTAL			