



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

**SBR ONLY**

**BUSINESS ANALYST RESOURCES**

**CATS II TORFP #  
J01B9200022**

**MARYLAND TRANSPORTATION AUTHORITY**

**ISSUE DATE: MARCH 10, 2010**

**NOTICE TO BIDDERS/OFFERORS**  
**SMALL BUSINESS RESERVE PROCUREMENT**

This is a Small Business Reserve procurement for which award is limited to certified small business vendors. Only business that meet the requirements set forth in State Finance and Procurement Article, §§ 14-501 – 14-505, Annotated Code of Maryland, and who are registered with the Department of General Services Small Business Reserve Program are eligible for award. For purposes of a Small Business Reserve procurement, a small business is a for profit business, other than a broker, that meets the following criteria:

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

*\*If business has not existed for three years, the employment and gross sales average (s) is the average for each year or part of a year during which the business has been in existence.*

Further information on the certification process is available at [www.dgs.state.md.us](http://www.dgs.state.md.us), click on the *Small Business Reserve* link

## KEY INFORMATION SUMMARY SHEET

This Consulting and Technical Services II (CATS II) 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 II 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. In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS II RFP issued by the Maryland Department of Information Technology and subsequent Master Contract Project Number 060B9800035, including any amendments.

<b>TORFP Title:</b>	Business Analyst Resources
<b>Functional Area:</b>	FA11 – Business Process Consulting Services
<b>TORFP Issue Date:</b>	March 10, 2010
<b>Closing Date and Time:</b>	April 1, 2010 – 1:00 PM EST
<b>TORFP Issuing Agency:</b>	Maryland Transportation Authority (MDTA) Division of Information Technology (MDTA DoIT)
<b>Send Questions and Proposals to:</b>	Barbara Ryer, Procurement Officer bryer@mdot.state.md.us
<b>TO Procurement Officer:</b>	Barbara Ryer Phone: 410-865-1129 Fax: 410-865-1388
<b>TO Manager:</b>	Andy Cole Office Phone Number: 410-537-6728 Office FAX Number: 410-537-6750
<b>TO Project Number:</b>	J01B9200022
<b>TO Type:</b>	Time and materials
<b>Period of Performance:</b>	June 1, 2010 – May 31, 2014
<b>MBE Goal:</b>	0 percent
<b>Small Business Reserve (SBR):</b>	Yes
<b>Primary Place of Performance:</b>	TO Contractor to provide office space at contractor’s site when not working at MdTA site– Meetings, interviews, other work that must be performed on site will primarily be in Central Maryland (Baltimore) area.
<b>TO Pre-proposal Conference:</b>	March 17, 2010 – 9:00 AM – MdTA See Attachment 7 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 2.16 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 II 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, an SBR 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 (MDTA) 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 #J01B9200022. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS II TORFP #J01B9200022 Technical". The second file will be the financial response to this CATS II TORFP and titled, "CATS II TORFP #J01B9200022 Financial". The following proposal documents must be submitted with required signatures as .PDF files with signatures clearly visible:

- Attachment 1 – Price Proposal
- Attachment 3 – Conflict of Interest Affidavit and Disclosure
- Attachment 4 – Small Business Affidavit
- Attachment 5 – Labor Classification Personnel Resume Summary
- Attachment 6 – Living Wage Affidavit

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

### **1.4 ORAL PRESENTATIONS/INTERVIEWS**

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

### **1.5 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. This article prohibits a person or entity that assists in the drafting of specifications, an invitation for bids, or request for proposals for procurement from submitting a bid or proposal on that procurement, or assisting another in doing so. The Annotated Code of Maryland may be accessed at the Division of State Documents website – see [www.dsd.state.md.us/comar](http://www.dsd.state.md.us/comar).

## **1.6 NON-DISCLOSURE AGREEMENT**

Certain system documentation may be available for potential Offerors to review at a reading room at MDTA, 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 7. 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 8.

## **1.7 LIMITATION OF LIABILITY CEILING**

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

## **1.8 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES**

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

Attachment 9 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.

## **1.9 LIVING WAGE REQUIREMENTS**

A solicitation for services under a State contract valued at \$100,000 or more may be subject to Title 18, State Finance and Procurement Article, Annotated Code of Maryland. Additional information regarding the State's Living Wage requirement is contained in the following section entitled *Living Wage Requirements for Service Contracts*. If the Offeror fails to complete and submit the required Living Wage documentation, the State may determine an Offeror to be not responsible.

Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least \$12.25 per hour, if State contract services valued at 50% or more of the total value of the contract are performed in the Tier 1 Area. If State contract services valued at 50% or more of the total contract value are performed in the Tier 2 Area, an Offeror shall pay each covered employee at least \$9.21 per hour. The specific Living Wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State. The Tier 1 Area includes Montgomery, Prince George's, Howard, Anne Arundel, and Baltimore Counties, and Baltimore City. The Tier 2 Area includes any county in the State not

included in the Tier 1 Area. If the employees who perform the services are not located in the State, the head of the unit responsible for a State contract pursuant to §18-102 (d) shall assign the tier based upon where the recipients of the services are located.

The contract resulting from this solicitation has been determined to be a Tier 1 contract.



## **SECTION 2 - SCOPE OF WORK**

### **2.1 PURPOSE**

The Maryland Transportation Authority (MDTA) is issuing this CATS II TORFP to qualified SBRs 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, eliciting and documenting business requirements, testing and deficit tracking, and the documentation of future processes for a variety of proposed and current MDTA projects.

### **2.2 REQUESTING AGENCY BACKGROUND**

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

Our Mission: The MDTA will be financial stewards of our dedicated revenue sources to provide vital transportation links that move people to 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 Values: **Service, Employee Empowerment and Accountability; Responsiveness; Vigilance; Integrity; Communications; Equal Opportunity.**

For more than 35 years, the MDTA has provided Maryland's citizens and visitors with safe and convenient transportation facilities. We are committed to quality and excellence in customer service; and we rely on our organization's values, traditions and most important our employees to achieve these goals.

#### **2.2.1 PROJECT BACKGROUND**

The MDTA Division of Information Technology (MDTA 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 MDTA DoIT has a backlog of project requests for new systems and for enhancements to existing systems.

The objective of this Task Order RFP to acquire the services of five qualified individuals who will work with MDTA DoIT staff at the Point Breeze Complex MDTA 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 Electronic Toll Collection (ETC), Procurement Information Management, ETC 3<sup>rd</sup> Generation, Geographic Information System (GIS) Development, Identity Management, and several other Finance and Police initiatives.

### **2.3 PROFESSIONAL DEVELOPMENT**

Technology, software products and industry best practices change. The TO Contractor must ensure continuing education opportunities for the personnel provided (regardless of employment type). 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.

## 2.4 ROLES 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, and development of the business case and concept proposal.
- B) Produce project feasibility and cost benefit analysis reports to assist MDTA executive management in determining whether a project should proceed.
- C) Transition a project from idea or concept through preliminary planning phase to become a chartered project.
- D) Assist Project Managers with requirement identification and definition in Project Planning phase.
- E) Assist with project scope definition and management plan
- F) Ability to correctly identify project stakeholders and respective Subject Matter Experts (SMEs)
- G) Facilitate an elicitation session with a large group of stakeholders
- H) Understand and communicate information on the requirements development and management process to the project team
- I) Ability to differentiate between modeling techniques to determine which is appropriate for a project (ie use cases, workflow, swim lanes, context diagrams ....)
- J) Develop and utilize modeling tools and techniques to communicate with the stakeholders
- K) Develop, maintain and present a business requirements document
- L) Develop, maintain and present a functional requirements document
- M) Develop, maintain, and present a technical requirements document
- N) Develop, maintain and present test plan
- O) Develop, maintain and present test cases
- P) Develop, maintain and present test scripts
- Q) Develop and maintain defect management
- R) Conduct a quality review walkthrough of a business requirements documentation
- S) Facilitate and obtain signoff on requirements documentation
- T) Implement and enforce a change management procedure for requirements documentation
- U) Comprehend basic to complex business issues; contribute to Information Technology projects by translating business needs into understandable requirements.
- V) Operate as a spokesperson for the business departments as they interact with the MDTA DoIT group to determine appropriate computer-related solutions to business problems.
- W) Examine a business activity to help decide whether new IT solutions will improve productivity. Discuss existing business models and the flows of data in the business with those involved. Write, review and edit specifications, RFP's, business processes and provide recommendations related to proposed solution.
- X) Deliver informative, well-organized presentations.
- Y) 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.
- Z) Using a variety of technical and presentation tools draw up and present cost specifications for possible improvements and produce high level outline designs of new IT systems for others to develop and build.
- AA) Provide client support and consultation for IT issues and make recommendations on applicable technology.
- BB) Architect effective business systems.
- CC) Identify the benefits of a project, potential project team members, project deliverables, and appropriate project performance metrics.

- DD) Identify initial performance measures that will be used to determine whether the project was successful.
- EE) Attend internal MDTA staff meetings as requested.
- FF) Facilitate communication and project meetings in the absence of the project manager.

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. Optionally, the TO Contractor individual may be required to work on-site on a daily basis if/when space is available and the need to do so is expressed by the TO Manager.

Additional tasks that require the contractor to work at a MDTA facility include attending and conducting meetings, requirement sessions, etc. and will be coordinated with the TO Manager. Assignments will be given and reviewed by the TO Manager. The TO Contractor individual will also interface with all levels of management and the work force.

The position does involve travel between sites in the Baltimore area. Must have valid driver's license and own transportation. There will be no travel reimbursement.

TO Contractor Personnel are expected to be:

- On time when reporting to an appointment at the MDTA (or meeting location specified by the MDTA).
- Act in a professional manner
- Be well prepared to complete assignments
- Adhere to MDTA policies
- Complete assignments by designated due dates

Documents completed by the TO Contractor Personnel are expected to be delivered on time, formatted according to MDTA standards, correct punctuation, spelling and grammar.

By Monday, 12:00pm (Noon) of each week, the TO Contractor Personnel shall be responsible for compiling and submitting to the TO Manager via email a one-page status report (in MS Word format, template to be provided) for their prior work week that summarizes 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 (actual start & end times, and total time worked each day) by individual TO Contractor personnel

Status Reports are expected to be:

- Delivered on time
- Delivered in the specified format
- Accurate & complete

The TO Contractor personnel may be required to enter the time spent performing tasks for an IT Project into a Time Collection System (specified by the MDTA). The TO Manager will notify the TO Contractor personnel which assignments are subject to this requirement.

For each business analyst, the TO Contractor will submit a Professional Development Annual Certification Report listing the continuing education opportunities (as specified in Section 2.3) the TO Contractor Personnel was provided for the past year. The report will list the dates the opportunity was provided, a description of the opportunity and how it relates to the scope of work within this task order. The report will be submitted to the TO Manager via email by August 1st of each year.

## 2.5 WORK HOURS

- (A) The TO Contractor's assigned personnel will bill the correct number of hours worked up to eight-hours per day unless prior approval was given from the TO Manager. Scheduled work hours are to be approved by the TO Manager, (Monday through Friday except for State holidays and mandatory salary reduction days).
- (B) For purposes of estimating, assume that each individual would perform 2080 hours of work over the course of one year.
- (C) The TO Personnel will be expected to come on site for (MDTA DoIT Building at Point Breeze or any other MDTA facility) to meet with MDTA staff as needed in order to complete the tasks that they've been assigned. The TO Personnel will also be expected to work eight hours on site during each "on site" visit unless other arrangement(s) have been approved by TO Manager. Tasks that require the contractor to work at an MDTA facility will be coordinated with the TO Manager.
- (D) TO Contractor shall be solely responsible for all travel expenses. MDTA will not be responsible for any travel reimbursements.
- (E) 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.

## 2.6 HARDWARE AND SOFTWARE

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

The TO Contractor is responsible for acquiring any necessary hardware and software used at the TO Contractor's location.

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

- Microsoft Office Word 2003 (2007 in future)
- Microsoft Office Excel 2003 (2007 in future)
- Microsoft Office PowerPoint 2003 (2007 in future)
- Microsoft Office Access 2003 (2007 in future)
- Microsoft Office Visio 2003 (2007 in future)
- Microsoft Project 2003 (2007 in future)

The agency will provide the TO Contractor with an RSA Token that will be used to connect to the agency's LAN/WAN in order to access files and applications from the TO Contractor's location.

## 2.7 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 business analyst methodologies that are consistent with the BABOK
- TO Contractor's staff and sub Contractors are to follow a consistent methodology for all TO activities
- The TO Contractor shall follow the project management methodologies that are consistent with the Project Management Institute's Project Management Body of Knowledge Guide (PMBOK).

## **2.8 CONTRACTOR MINIMUM QUALIFICATIONS**

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

Individuals proposed must understand current and emerging IT products, services, processes, and methodologies, along with a continuing understanding of the business function and process. Individuals proposed must have an understanding of the Business Analyst Body of Knowledge (BABOK) and experience with requirements elicitation and definition, requirements planning and management, gap analysis, documentation, conducting feasibility studies, preparing business cases, solution assessment and validation. Individuals proposed must demonstrate at least five (5) years of this experience.

Individuals proposed for this TORFP must have excellent verbal and written communication skills, coordination and organizational skills. Individuals proposed must demonstrate at least five (5) 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 Information Technology (DoIT) for all major Information System efforts. These individuals must have experience in creating and updating SDLC documents. Individuals proposed 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
- Human Resource Systems

## **2.9 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 11. The TO Contractor personnel must maintain at least a "Meets Expectations" in each category of the performance evaluation (i.e., Job Quality, Job Quantity, Job Knowledge, Work Habits, etc.). If prior to a scheduled evaluation the TO Manager has determined there are issues with the performance of TO Contractor personnel, the TO Manager will notify both the TO Contractor and the TO Contractor personnel by email, identifying the issue and the expected action(s) to correct the issue.

## **2.10 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 2.10, 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.

## **2.11 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.

## **2.12 INVOICING**

Invoices will be submitted by the TO Contractor on a monthly basis by the 15th business day of each month for **all** work completed in the previous month.

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

### **2.12.1 INVOICE SUBMISSION PROCEDURE**

This procedure consists of the following requirements and steps:

- A) The invoice shall identify the Maryland Transportation Authority, labor category, 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 each invoice and supporting documentation (itemized billing reference for employees, including detail of work hours) submitted for payment to the Maryland Transportation Authority at the following address e-mail addresses:
  - 1. [acole2@MDTA.state.md.us](mailto:acole2@MDTA.state.md.us)
  - 2. [dstewart@MDTA.state.md.us](mailto:dstewart@MDTA.state.md.us)
- C) Invoices for final payment shall be clearly marked as "FINAL" and submitted when all work requirements have been completed and no further charges are to be incurred under the TO Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.

## **2.13 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 Policies and Standards. 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.

Information and information technology systems are essential assets of the State of Maryland. They are vital to the citizens of the State. Information assets are critical to the services that agencies provide to citizens, businesses, educational institutions, as well as, to local and federal government entities and to other State agencies. All information created with State resources for State operations is the property of the State of Maryland. All agencies,

employees, and contractors of the State are responsible for protecting information from unauthorized access, modification, disclosure and destruction.

All employees, contractors, and contract personnel are responsible for:

- Being aware of their responsibilities for protecting IT assets of the State
- Exercising due diligence in carrying out the IT Security Policy
- Being accountable for their actions relating to their use of all IT Systems
- Using IT resources only for intended purposes as defined by policies, laws and regulations of the State

The TO Contractor personnel will be provided with remote access privileges into the MDTA's network via RSA Token Application provided by the MDTA. The TO Contractor personnel is responsible for the RSA Token and will return it to the MDTA at time of termination or end of contract.

The TO Contractor personnel shall not connect any TO Contractor owned equipment to any State LAN/WAN without prior written approval by the MDTA. The MDTA will provide equipment as necessary for support that requires connection to the MDTA's LAN/WAN, or give prior written approval as necessary for connection.

The TO Contractor shall obtain a CJIS State and Federal criminal background check, including fingerprinting, for each employee performing services under this TO. This background check may be performed by a public or private entity. A successful CJIS State criminal background check shall be completed prior to any TO Contractor personnel providing services covered by this TO. The MDTA reserves the right to refuse to allow any TO Contractor personnel to work on this TO, based upon certain specified criminal convictions.

The CJIS criminal record check of each TO Contractor who will provide services under this TO shall be reviewed by the TO Contractor for convictions of any of the following crimes described in the Annotated Code of Maryland, Criminal Law Article:

- A) §§ 6-101 through 6-104, 6-201 through 6-205, 6-409 (various crimes against property);
- B) any crime within Title 7, Subtitle 1 (various crimes involving theft);
- C) §§ 7-301 through 7-303, 7-313 through 7-317 (various crimes involving telecommunications and electronics);
- D) §§ 8-201 through 8-302, 8-501 through 8-523 (various crimes involving fraud);
- E) §§9-101 through 9-417, 9-601 through 9-604, 9-701 through 9-706.1 (various crimes against public administration); or
- F) a crime of violence as defined in CL § 14-101(a).

An employee of the TO Contractor who has been convicted of a felony or of a crime involving telecommunications and electronics from the above list of crimes shall not be permitted to provide services under this TO; an employee of the TO Contractor who has been convicted with the past five (5) years of a misdemeanor from the above list of crimes shall not be permitted to provide services under this TO.

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

### **3.1 REQUIRED RESPONSE**

Each Master Contractor receiving this CATS II 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 along with a completed Master Contractor Feedback Form; or 2) a Master Contractor Feedback Form only. The feedback form helps the State understand for future contract development why Master Contractors did or did not submit proposals. The form is accessible via the CATS II Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu.

- All contractors are encouraged to submit the maximum of five candidates for this RFP as the MDTA reserves the option to select specific candidates and to make multiple awards.

### **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 II TORFP. A TO Proposal shall contain the following sections in order:

#### **3.2.1 TECHNICAL PROPOSAL**

##### 1. 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. Master Contractors should avoid assumptions that counter or constitute exceptions to TORFP terms and conditions.

##### 2. Proposed Personnel

- 1) Identify and provide resumes for all proposed personnel by labor category. The resume should feature prominently the proposed personnel's skills and experience as they relate to the Master Contractor's proposed solution and Section 2 – Scope of Work.
- 2) Certification that all proposed personnel meet the minimum required qualifications and possess the required certifications in accordance to Section 2.8. Provide copies of certifications with the technical proposal.
- 3) Provide the names and titles of the Master Contractor's management staff who will supervise the personnel and quality of services rendered under this TO Agreement.
- 4) Complete and provide, Attachment 5 – Labor Classification Personnel Resume Summary. Dates of employment must be included to determine minimum qualifications. Failure to provide this information may deem your bid as non-responsive.
- 5) Provide three examples of work assignments that each of the proposed personnel have completed that were similar in scope to the one defined in this TORFP. Each of the 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.
3. 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
    - c) Services provided as they relate to Section 2 - Scope of Work.
    - d) Start and end dates for each example project or contract. If the Master Contractor is no longer providing the services, explain why not.
  - 2) State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any entity of the State of Maryland. For each identified contract, the Master Contractor shall provide:
    - a) Name of organization.
    - b) Point of contact name, title, and telephone number
    - c) Services provided as they relate to Section 2 - Scope of Work.
    - d) Start and end dates for each example project or contract. If the Master Contractor is no longer providing the services, explain why not.
    - e) Dollar value of the contract.
    - f) Whether the contract was terminated before the original expiration date.
    - g) Whether any renewal options were not exercised.

Note - State of Maryland experience can be included as part of Section 3.2.2 above as project or contract experience. State of Maryland experience is neither required nor given more weight in proposal evaluations.

- 4. Proposed Facility
  - 1) Identify Master Contractor's facilities, including address, from which any work will be performed.
- 5. State Assistance
  - 1) Provide an estimate of expectation concerning participation by State personnel.
- 6. 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 FINANCIAL RESPONSE**

- 1. A description of any assumptions on which the Master Contractor's Financial Proposal is based

(Assumptions shall not constitute conditions, contingencies, or exceptions to the price proposal);

2. Attachment 1 - Completed Financial Proposal, including:

The Master Contractor should indicate on Attachment 1:

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

Proposed rates are not to exceed the rates defined in the Master Contract. Proposed rates must be fully loaded hourly rates including travel, etc. There will be no travel reimbursement.

## **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 II TORFP. In making the TO Agreement award determination, the TO Requesting Agency will consider all information submitted in accordance with Section 3.

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

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

The 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 in Section 2.4.
- The experience in Section 2.8, of the Master Contractor's proposed personnel.
- The Master Contractor's understanding of the work to be accomplished.

### **4.3 SELECTION PROCEDURES**

TO Proposals will be assessed throughout the evaluation process for compliance with the minimum personnel qualifications in Section 2.8 and quality of responses to Section 3.2.1 of the TORFP. TO Proposals deemed technically qualified will have their financial proposal considered. All others will be deemed not reasonably susceptible to award and will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.

Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.

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.

The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment.

### **4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT**

Commencement of work in response to a TO Agreement shall be initiated only upon issuance of a fully executed TO Agreement, a Non-Disclosure Agreement (TO Contractor), successful CJIS State criminal background check, a Purchase Order, and by a Notice to Proceed authorized by the TO Procurement Officer.

**ATTACHMENT 1 – PRICE PROPOSAL FORMAT**

PRICE PROPOSAL FOR CATS II TORFP # J01B9200022

LABOR CATEGORIES

*Prices are to be valid for 120 days*

**RATES LISTED SHOULD BE FULLY LOADED RATES. THIS FORM SHALL NOT BE ALTERED**

Description of Service	Name of Resource	Labor Categories	A	B	C
			Full Loaded Hourly Labor Rate	Total Class Hours Annually	Total Proposed CATS II TORFP Price
<b>Year 1 (June 1, 2010 – May 31, 2011)</b>					
Business Analyst #1:			\$	2080	\$
Business Analyst #2:			\$	2080	\$
Business Analyst #3:			\$	2080	\$
Business Analyst #4:			\$	2080	\$
Business Analyst #5:			\$	2080	\$
<b>Year 2 (June 1, 2011 – May 31, 2012)</b>					
Business Analyst #1:			\$	2080	\$
Business Analyst #2:			\$	2080	\$
Business Analyst #3:			\$	2080	\$
Business Analyst #4:			\$	2080	\$
Business Analyst #5:			\$	2080	\$
<b>Year 3 (June 1, 2012 – May 31, 2013)</b>					
Business Analyst #1:			\$	2080	\$
Business Analyst #2:			\$	2080	\$

Business Analyst #3:			\$	2080	\$
Business Analyst #4:			\$	2080	\$
Business Analyst #5:			\$	2080	\$
<b>Year 4 (June 1, 2013 – May 31, 2014)</b>					
Business Analyst #1:			\$	2080	\$
Business Analyst #2:			\$	2080	\$
Business Analyst #3:			\$	2080	\$
Business Analyst #4:			\$	2080	\$
Business Analyst #5:			\$	2080	\$
<b>Total Evaluated Price</b>					\$

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Authorized Individual Name

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Company Name

---

Title

---

Company Tax ID #

The Hourly Labor Rate is the actual rate the State will pay for services and must be recorded in dollars and cents. The Hourly Labor Rate cannot exceed the Master Contract Rate, but may be lower. Hourly Labor Rate shall be assumed to be an all inclusive rate which shall include any travel expenses. The total hours listed above are to be considered as estimated only and not to be construed as a guaranteed billable hours. Actual hours will be compensated at the total number of hours performed.

SUBMIT WITH THE FINANCIAL RESPONSE

## ATTACHMENT 2 – TASK ORDER AGREEMENT

### CATS II TORFP# J01B9200022 OF MASTER CONTRACT #060B9800035

This Task Order Agreement (“TO Agreement”) is made this **day** of **Month**, 2010 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 II TORFP # J01B9200022.
  - b. “CATS II TORFP” means the Task Order Request for Proposals # **J01B9200022**, dated **MONTH DAY, YEAR**, including any addenda.
  - c. “Master Contract” means the CATS II Master Contract between the Maryland Department of Information Technology and **TO Contractor** dated xxx 2010.
  - d. “TO Procurement Officer” means **TO Procurement Officer**. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
  - e. “TO Agreement” means this signed TO Agreement between Maryland Transportation Authority and **TO Contractor**.
  - f. “TO Contractor” means the CATS II Master Contractor awarded this TO Agreement, whose principal business address is \_\_\_\_\_ and whose principal office in Maryland is \_\_\_\_\_.
  - g. “TO Manager” means Andy Cole 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 II TORFP dated **date of TO Proposal – Technical**.
  - i. “TO Proposal – Financial” means the TO Contractor’s financial response to the CATS II 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 II 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 II 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 II TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of **insert time for performance**, 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 II 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 II 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 Agency TO Managers Debra Stewart and Andy Cole unless otherwise specified herein.
- 4.4 In addition to any other available remedies, if, in the opinion of the TO Procurement Officer, the TO Contractor fails to perform in a satisfactory and timely manner, the TO Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the TO Contractor to be reduced or withheld until such time as the TO Contractor meets performance standards as established by the TO Procurement Officer.

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

**TO Contractor Name**

\_\_\_\_\_  
By: Type or Print TO Contractor POC

\_\_\_\_\_  
Date

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

STATE OF MARYLAND, Maryland Transportation Authority

\_\_\_\_\_  
By: **Name TO Procurement Officer,** TO Procurement Officer

\_\_\_\_\_  
Date

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



### **ATTACHMENT 3 – 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 4 – SMALL BUSINESS CONTRACT AFFIDAVIT

### \*\*\*\*\* PROVIDING FALSE INFORMATION \*\*\*\*\*

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

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

### \*\*\*\*\* FAILURE TO MEET MINIMUM QUALIFICATIONS \*\*\*\*\*

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

I AFFIRM THAT:

To the best of my knowledge, information, and belief, as of the date of submission of this Bid/Proposal,

\_\_\_\_\_ (name of firm) meets the qualifications for certification as a Small Business in Maryland.

I further affirm that, if for any reason during the term of the contract

\_\_\_\_\_ (name of firm) no longer meets the qualifications of certification as a Small Business in Maryland; I will notify the Procurement Officer within 30 days. I agree that a failure to so notify the Procurement Officer of this change in circumstances may result in this contract being terminated for default.

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

SMALL BUSINESS QUALIFICATION NUMBER \_\_\_\_\_

Date of Most Recent Qualification \_\_\_\_\_

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

Signature (Authorized Representative and Affidavit) \_\_\_\_\_

## **ATTACHMENT 5 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY**

### INSTRUCTIONS:

1. Master Contractors must comply with all personnel requirements under the Master Contract RFP 060B9800035.
2. Only labor categories proposed in the Master Contractors Financial Proposal may be proposed under the CATS II TORFP process.
3. For each person proposed in any of the labor categories, complete one Labor Category Personnel Resume Summary to document how the proposed person meets each of the minimum requirements. This summary is required at the time of the interview.

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

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

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

Proposed Individual’s Name/Company:	How does the proposed individual meet each requirement?
<b>LABOR CLASSIFICATION TITLE – (INSERT LABOR CATEGORY NAME)</b>	
Education: (Insert the education description from the CATS II RFP from Section 2.10 for the applicable labor category.)	
Experience: (Insert the experience description from the CATS II RFP from Section 2.10 for the applicable labor category.)  The time period of employment must be included.	
Duties: (Insert the duties description from the CATS II RFP from Section 2.10 for the applicable labor category.)	

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

**Contractor’s Contract Administrator:**

\_\_\_\_\_

Signature Date

**Proposed Individual:**

\_\_\_\_\_

Signature Date

SUBMIT WITH TECHNICAL PROPOSAL IN PDF FORMAT

SIGNATURE REQUIRED

**ATTACHMENT 6 – LIVING WAGE AFFIDAVIT**

**Affidavit of Agreement**

**Maryland Living Wage Requirements-Service Contracts**

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 Tide 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.





**Attachment 6 (continued)**

**Affidavit of Agreement**

**Maryland Living Wage Requirements-Service Contracts**

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 7 - DIRECTIONS TO THE PRE-TO PROPOSAL CONFERENCE**

### **FROM: I-95 (North or South)**

Take the KEITH AVE exit number 56

Keep LEFT at the fork in the ramp (I-95 South)

Keep LEFT on ramp (I-95 North)

Turn LEFT onto KEITH AVE for both I-95 North and South

In approximately 1 mile take a slight right onto BROENING HWY.

At LIGHT turn RIGHT into Point Breeze Complex.

### **FROM: Baltimore Harbor Tunnel (I-895)**

Take the HOLABIRD AVE exit number 10 towards Dundalk

Keep LEFT at the fork in the ramp.

Make a SLIGHT LEFT onto HOLABIRD Avenue

Make a SLIGHT RIGHT onto BROENING HWY.

At the POINT BREEZE SIGN turn RIGHT into the Point Breeze Complex.

### **FROM: Francis Scott Key Bridge (I-695 North – Outer Loop)**

Take the BROENING HWY exit number 44 toward DUNDALK

Turn LEFT onto BROENING HWY

At approximately 3 miles (at the POINT BREEZE Sign) turn LEFT into the Point Breeze Complex

2400 Broening Highway is the building on the left once you entered into the Point Breeze Complex.

Go through the double doors and into the hallway making the first right at the hallway and then the first left.

### **Parking:**

Visitor Parking (no permit required) is available directly across the street. You must walk across Broening Highway to get to the building.

## ATTACHMENT 8 – 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 II TORFP #J01B9200022 for TORFP Project Name. 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 TO Procurement Officer, 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 1.6 OF THE TORFP



## ATTACHMENT 9 – 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 Maryland Transportation Authority’s Division of Information Technology, 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 **TORFP Title** TORFP No. **J01B9200022** dated **release date for TORFP**, (the “TORFP” issued under the Consulting and Technical Services procurement issued by the Department, Project Number 060B9800035; 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:**

**TO Requesting Agency: Maryland  
Transportation Authority**

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

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

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

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

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

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



SUBMIT AS REQUIRED IN SECTION 1.6 OF THE TORFP

## ATTACHMENT 10 – TO CONTRACTOR SELF-REPORTING CHECKLIST

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

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

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 11 –PERFORMANCE EVALUATION

## Performance Evaluation Instructions to Rater

### Rating Options

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

### Category Rating

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

### Overall Rating

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

Performance issues identified by the agency are subject to the mitigation process described in Section **2.10**.

TO Manager must provide each contractor with written Performance Standards for all categories at the beginning of the rating period. Performance Standards are the **minimum** criteria required in order to receive a **Meets Expectations** rating.

## PERFORMANCE EVALUATION

Employee's Name Jane Doe	TO Contractor Vendor Name	Job Title Business Analyst Consultant
Rating Period – From: June 1, 20XX                      To: May 31, 20XX		Date:
Department Division of Information Technology		Rater's Name Andrew Cole
<b>Overall Performance Rating:</b> Place an (X) in selected rating : <input type="checkbox"/> Outstanding <input type="checkbox"/> Exceeds Expectations <input type="checkbox"/> Meets Expectations <input type="checkbox"/> Unsatisfactory		

### DIVISION WORK PLAN

- ★ Provides business analyst support for Authority projects.

### Instructions

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

Category: WORK QUALITY

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

**Criteria:**

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

Give examples of past performance to support your evaluation

Category: **WORK QUANTITY**

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

**Criteria**

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

Give examples of past performance to support your evaluation

Category: **WORKING RELATIONSHIPS**

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

**Criteria**

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

Give examples of past performance to support your evaluation

Category: **WORK HABITS**

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

**Criteria**

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

Give examples of past performance to support your evaluation

RATER'S SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_



## Performance Standards

### Category: WORK QUALITY

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

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

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

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

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

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

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

- Independently manages task assignments and resolves issues to ensure successful completion.

- Seeks and documents customer needs and ensures and measures customer satisfaction.
- Facilitate and obtain signoff on requirements documentation
- Identify initial performance measures that will be used to determine whether the project was successful.
- Implement and enforce a change management procedure for requirements documentation

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

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

### **Category: WORK QUANTITY**

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

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

Criteria: Work product is consistent with job specifications.

- Plans, manages, and controls work.

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

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

Criteria: Work load is consistent with performance expectations.

- Communicates progress and issues to customers & appropriate managers.

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

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

### **Category: WORKING RELATIONSHIPS**

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

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

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

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

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

- Operate as a spokesperson for the business departments as they interact with the MDTA DoIT group to determine appropriate computer-related solutions to business problems.
- Provides timely guidance and feedback to help team accomplish a task or solve a problem.
- Ensures that coworkers have adequate information (including up to date technical documentation when appropriate or requested).
- Considers others schedules when requesting time off or scheduling appointments.
- Assist Project Managers with requirement identification and definition in Project Planning phase.
- Assist with project scope definition and management plan
- Facilitate communication and project meetings in the absence of the project manager.

Criteria: Uses tact and respect when communicating with others.

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

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

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

### **Category: WORK HABITS**

Criteria: Complies with leave policies and procedures

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

Criteria: Punctuality (start time, breaks)

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

Criteria: Use and application of time

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

Criteria: Use and care of State property

- Have no occurrence of damage to state property due to carelessness.
- Reports equipment damage or malfunction to supervisor.

- Maintains a neat and orderly work area when working at MDTA site.

Criteria: Complies with safety rules and regulations

- Reports unsafe working conditions.

**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

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