



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

**IT Service Desk Support**

**CATS II TORFP #  
J01B9200028**

**Maryland Transportation Authority**

**ISSUE DATE: August 6, 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. Master Contractors choosing not to submit a proposal must submit a Master Contractor Feedback form. The form is accessible via your CATS II Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu. In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS II RFP issued by the Maryland Department of Information Technology and subsequent Master Contract Project Number 060B9800035, including any amendments.

<b>TORFP NAME:</b>	IT Service Desk Support
<b>FUNCTIONAL AREA:</b>	FA6 Systems/Facilities Management & Maintenance
<b>TORFP ISSUE DATE:</b>	08/06/2010
<b>Closing Date and Time:</b>	09/03/2010 at 2:00 PM
<b>TORFP Issuing Office:</b>	Maryland Transportation Authority (MDTA) Division of Information Technology (DoIT)
<b>Questions and Proposals are to be sent to:</b>	Barbara Ryer bryer@mdot.state.md.us
<b>TO Procurement Officer</b>	Barbara Ryer Office Phone: 410-865-1129 Office Fax: 410-865-1388
<b>TO Manager:</b>	Dawn Scanlon Office Phone: 410-537-1355 Fax: 410-537-1351
<b>Project Number:</b>	J01B9200028
<b>TO Type:</b>	Time and Materials
<b>Period of Performance:</b>	Date of Award through May 31, 2014
<b>MBE Goal:</b>	35 percent
<b>Small Business Reserve (SBR):</b>	Yes
<b>Primary Place of Performance:</b>	2310 Broening Highway Baltimore, MD 21224
<b>State Furnish Work Site and/or Access to Equipment, Facilities or Personnel:</b>	TO Manager will provide office space and computer equipment
<b>TO Pre-Proposal Conference:</b>	<b>August 24, 2010 at 2:00PM</b> MdTA, 2400 Broening Highway, Suite 116 Baltimore, MD 21224 Large Training Room

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# SECTION 1 - ADMINISTRATIVE INFORMATION

## 1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT

The TO Manager has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement scope issues. The TO Procurement Officer has the primary responsibility for authorizing any changes to the TO Agreement. See Section 2.1 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, a Master Contractor will be selected to conduct the work defined in Section 2 - Scope of Work. A specific TOA, Attachment 3, will then be entered into between the State and the selected Master Contractor, which will bind the selected Master Contractor (TO Contractor) to the contents of its TO Proposal, including the price proposal.

## 1.3 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the stated date and exact time. The time will be local time as determined by Maryland Transportation Authority's e-mail system time stamp. The TO Proposal is to be submitted via e-mail as two attachments in MS Word format. The "subject" line in the e-mail submission shall state the TORFP #J01B9200028. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS II TORFP # J01B9200028 Technical". The second file will be the financial response to this CATS II TORFP and titled, "CATS II TORFP # J01B9200028 Financial". The following proposal documents must be submitted with required signatures as .PDF files with signatures clearly visible:

- Attachment 1 – Price Proposal
- Attachment 2 - MBE Forms D-1 and D-2
- Attachment 4 - Conflict of Interest and Disclosure Affidavit
- Attachment 5 – Labor Classification
- Attachment 10 – Living Wage Affidavit
- Attachment 12 – Small Business Reserve 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 Task Order Manager will notify Master Contractor of the time and place of oral presentations.

## 1.5 MINORITY BUSINESS ENTERPRISE (MBE)

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

## **1.6 CONFLICT OF INTEREST**

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

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

## **1.7 NON-DISCLOSURE AGREEMENT**

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

## **1.8 LIMITATION OF LIABILITY CEILING**

Pursuant to Section 28 (C) of the CATS II Master Contract, the limitation of liability per claim under this TORFP shall not exceed the total TOA amount.

## **1.9 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES**

DoIT is responsible for contract management oversight on the CATS 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, maintenance, and support valued at \$1 million or greater, but all CATS II TOs are subject to review.

Attachment 9 is the TO Contractor Self-Reporting Checklist. DoIT will send initial checklists out to applicable TO Contractors approximately three months after the award date for a TO. The TO Contractor shall complete and return the checklist as instructed on the checklist. Subsequently, at six month intervals from the due date on the initial checklist, the TO Contractor shall update and resend the checklist to DoIT.

## **1.10 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 is 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 (Authority) Division of Information Technology (MdTA DoIT) is issuing this CATS II TORFP to obtain highly qualified technical resources relating to Information Technology Service Desk Support for the MdTA. This CATS II TORFP is issued to acquire the services of:

A minimum of **eight** (8) and up to **nine** (9) qualified resources to provide IT Service Desk and field tech support services. Two (2) individuals will be required to staff the IT service desk, providing tier 1 and tier 2 telephone supports. Five (5) will be required to provide field support as needed and backup the IT Service desk personnel. One (1) resource will be needed on an as needed basis for Site Exec and Web support services.

These individuals will develop, enhance, maintain and support many of our mission critical business applications throughout the Authority. They will also support other client/server and web-based systems as currently needed or in the future. The Authority currently uses remote desktop tools to provide tier 1 and tier 2 supports. Where appropriate the Task Order Contractor personnel are expected to use this method. They must be qualified and experienced in the systems identified (or in systems providing similar business functions).

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

The Authority prefers to award via the team approach with one (1) prime vendor with multiple subcontractors, The Authority will evaluate the best candidates from among all the proposals, and award based on the qualifications of the resources proposed and best value to the Authority.

The state reserves the right to award this task order to one or multiple master contractors. Selection for award shall be based on best value to the state.

### 2.2 REQUESTING AGENCY INFORMATION

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.

### **2.3 MANAGEMENT ROLES AND RESPONSIBILITIES**

The Authority shall manage and coordinate all TO Contractor personnel activities required by this TORFP. The Authority shall oversee the activities and performance of all TO Contractor personnel provided by the Master Contractor. A primary point of contact for the project shall be identified by the TO Contractor. The TO Contractor primary point of contact shall be identified on Attachment 5.

### **SYSTEM BACKGROUND AND DESCRIPTION**

The Authority supports over 1600 employees, personal computers, laptops, mobile data computers, thin clients and other peripherals at multiple facilities (seven tolls, BWI Airport, Port Police, MVA Police, Point Breeze Complex, and future ICC) throughout Maryland.

The Authority operates over a high speed fiber optic WAN and virtual server infrastructure. The infrastructure consists of VMWare, Microsoft Active Directory, Unix, Oracle and SQL. The workstations are various Dell desktops and Panasonic laptops with an operating system consisting of Microsoft XP and Microsoft Office Suite 2003 Professional. MdTA's e-Mail system is Exchange/Outlook 2003. Additionally, various laptops, printers, scanners and remote access software are supported. The Authority has adopted ITIL (IT Infrastructure Library) processes for providing a comprehensive consistent and coherent set of best practices for IT service management.

The TO Contractor shall work with Authority employees to support user problems reported to the MdTA's Service Desk and the continuing evolution of equipment replacement and upgrades procured through the Authority.

The Authority anticipates that during the duration of the TORFP, the following new technologies may be implemented:

- Microsoft Office & Sharepoint 2007/2010
- IBM Maximo 6 & 7
- Windows 7 Operating System

### **2.4 PROFESSIONAL DEVELOPMENT**

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

### **2.5 REQUIREMENTS**

#### **2.5.1 TO CONTRACTOR PERSONNEL DUTIES AND RESPONSIBILITIES**

At a minimum, the work to be accomplished by the TO Contractor personnel under this TORFP shall include but not limited to the following:

Recurring Task – Tier 1, 80% monthly

1. Answering Service Desk calls and logging each call into the IT Service Desk system.
2. Reviewing call history, assessing the problem, resolving the problems, and documenting in the IT Service Desk system.
3. Ensuring that all workstations are current on drivers, patches and security updates.
4. Creating/restoring workstation images.
5. Troubleshooting workstation network connectivity issues.
6. Setting up new workstations and printers to access the network.
7. Deploying new state procured equipment and software to the existing network.
8. Replacing existing hardware/software and removal of the hardware/software and transporting to a specified location.
9. Documenting moves/adds/changes in accordance with MDTA inventory and DGS policies/procedures.
10. Troubleshooting issues regarding all hardware and software stated above.
11. Installation of software/hardware on workstations.
12. User account changes such as moves/adds/deletes and access rights (Service desk personnel).
13. Password resets (Service desk personnel).
14. Work in cooperation with the current contractors as well as other MDTA staff.
15. Attend internal MDTA staff meetings as requested.
16. Updating Service Desk tickets on a daily basis.
17. Accurately recording of time spent on each Service Desk ticket.
18. Perform hardware/software testing, installation, and maintenance
19. Assist in the development of installation instructions/standard operating procedures for applications
20. Perform configuration management of hardware/software
21. UPS battery replacement or installation
22. Provide assistance in maintaining inventory control and location records of Authority -owned IT equipment/software and disposal of property as required

Non-Recurring – Tier 2, 20% monthly

23. Assist with updating the Authority's intranet/internet
24. IIS support and maintenance
26. Coldfusion support and maintenance
26. Site Exec support and maintenance including customizations and integration with external applications
27. Sharepoint support and maintenance

## **2.5.2 WORK HOURS**

The TO Contractor individual will report to the Maryland Transportation Authority DoIT office at 2310 Broening Highway. This applies to both IT Service Desk and field techs. Hours for the Web Services resource will be on an as-needed basis.

Assignments will be given and reviewed by the Operations and Support Manager (Task Order Manager) or designee and will also interface with all levels of management and work force. The full time Service Desk and Field Techs will start at 2340 Broening Highway every day unless prior arrangements are made. The Web Services resource will be required to work remotely, via secure VPN connection.

The TO Contractor's assigned personnel will work an eight-hour day (hours to be approved by the TO Manager), Monday through Friday except for State holidays (including but not limited to Service Reduction Days or mandatory State Furlough Days).

MDTA Division of Information Technology office coverage is from 7:30 AM until 5:00 PM. Contractor working hours will be as follows:

IT Service Desk: Will consist of two shifts:  
 1. 7:30 am to 4:00 pm Monday thru Friday.  
 2. 8:30 am to 5:00 pm Monday thru Friday.  
 Closed on state holidays and salary reduction days.

Field Tech: Will consist of two shifts:  
 1. 7:30 am to 4:00 pm Monday thru Friday.  
 2. 8:30 am to 5:00 pm Monday thru Friday.  
 Closed on state holidays and service reduction days.

Each TO contractor will be required to take a 30-minute lunch (non-paid).

Site Exec and Web Support Services: As needed.

Request for leave should be submitted to the Task Order Manager or designee at least two weeks in advance. The Task Order Manager reserves the right to request a temporary replacement if leave extends longer than two consecutive weeks. In cases where there is insufficient coverage, leave may be denied.

TO Contractor personnel must have valid driver’s license and their own transportation with valid registration.

TO Contractor personnel must have cell phone so they can be reached when off site during work hours.

### 2.5.3 SERVICE LEVEL AGREEMENT

The basic Service Level Agreement (SLA) required from the TO Contractor personnel are defined below.

Service Levels	Phone Response	Response Availability	Service Ticket Update
Urgent	15 minutes	5 days/week, Mon-Fri, 7:30AM-5:00 PM	Within 15 minutes of ticket assignment
High	1 hour	5 days/week, Mon-Fri, 7:30AM-5:00 PM	Within 15 minutes of ticket assignment
Normal	8 hrs or 1 business day	5 days/week, Mon-Fri, 7:30AM-5:00 PM	Same business day

### 2.5.4 PERFORMANCE EVALUATION

The Task Order Contractor personnel will be evaluated on a quarterly basis by the Task Order Manager (or designee) on a schedule consistent with evaluations of MdTA personnel for each assignment performed during that period. The established performance evaluation and standards are included as Attachment 11. The Task Order Contractor personnel must maintain at least an “Exceeds Standards” in each major category of the performance evaluation (i.e., Dependability,

Job Knowledge, etc.) and at least a “Meets Standards” in all individual criteria (i.e., Punctuality, Tact, etc.) If prior to a scheduled evaluation the Task Order Manager has determined there are issues with the performance of Task Order Contractor personnel. The Task Order Manager will notify both the Task Order Contractor and the Task Order Contractor personnel by email, identifying the issue and the expected action(s) to correct the issue.

**2.5.5 PERFORMANCE PROBLEM MITIGATION**

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

**2.5.6 SUBSTITUTION OF PERSONNEL**

The substitution of personnel procedures is as follows. The TO Contractor may not substitute personnel without the prior approval of the agency. To replace any personnel, the TO Contractor shall submit resumes of the proposed personnel specifying their intended approved labor category. All proposed substitute personnel shall have qualifications equal to or better than those of the replaced personnel and must be approved by the TO Manager. The TO Manager shall have the option to interview the proposed substitute personnel. After the interview, the TO Manager shall notify the TO Contractor of acceptance or denial of the requested substitution.

Substitution of candidates shall not be permitted during the initial evaluation phase of solicitation. TO Contractors should take into consideration and plan accordingly for the availability of recommended candidates that are being proposed for this TORFP and the expected start date of the TO agreement.

**2.5.7 BACKUP / DISASTER RECOVERY**

The Authority maintains images of workstations and laptops. The TO Contractor is responsible for adhering to the images MDTA provides. When fulfilling a request for service the TO Contractor is responsible for backup and restoration of user files and settings on individual workstations/laptops.

**2.5.8 HARDWARE, SOFTWARE, AND MATERIALS**

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

The TO Contractor is not responsible for acquiring any necessary hardware and software used at the TO Contractor’s location.

**2.6 DELIVERABLES**

<b>Deliverables</b>	<b>Acceptance Criteria</b>
(A) Personnel	The TO Contractor shall be responsible for providing on a continual basis for all assigned tasks, the personnel required in this TORFP within the timeframe required as specified by the TO Manager. Assignments will be given and reviewed by the TO Manager or

	<p>designee and will also interface with all levels of management and the work force.</p> <p>The position involves travel between sites in the Maryland area. Must have valid driver's license, valid registration and their own transportation.</p> <p>TO Contractor Personnel are expected to be:</p> <ul style="list-style-type: none"> <li>• On time when reporting to work and when reporting to an appointment at the Authority (or meeting location specified by the Authority).</li> <li>• Dress attire should be business or business casual depending on work schedule</li> <li>• Act in a professional manner</li> <li>• Be well prepared to complete assignments</li> <li>• Adhere to Authority policies</li> <li>• Complete assignments by designated due dates</li> </ul>
(B) Support Tickets	<p>The TO Contractor personnel will be provided access to the Authority's service desk software where the TO Manager (or designee) will assign tickets for the TO Contractor personnel to complete.</p> <p>TO Contractor personnel will be expected to:</p> <ul style="list-style-type: none"> <li>• Follow the SLA's as defined in section 2.6.3</li> <li>• Resolve tickets in a timely manner (timeframes will vary depending on the complexity of the request)</li> <li>• Accurate time reporting on each service request (includes start and end times)</li> <li>• Update status of all assigned tickets on a daily basis</li> <li>• Enter complete resolution information into the work log of the ticket</li> <li>• Follow Authority procedures and policies regarding tickets</li> <li>• Accurate detailed reporting to include every task performed pertaining to each service request (no spelling or grammatical errors)</li> </ul>
(C) Status/Time Reporting	<p>The TO Contractor personnel will be required to enter all time spent in the service desk reporting system.</p> <p>The TO Contractor personnel will provide a weekly status/time report (from the service desk reporting system) to the TO Manager. The Service Desk status/time report shall be consistent with the timecard. If acceptable the TO Manager will sign for concurrence. The TO Contractor will submit these reports as part of the invoice backup.</p>

## 2.7 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES

The TO Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting information technology projects, which may be created or changed periodically. The TO Contractor shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards and guidelines affecting project execution. The following policies, guidelines and methodologies can be found at <http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx> under "Policies and

Guidance.” These may include, but are not limited to:

- ITIL (IT Infrastructure Library)
- The State Information Technology Security Policy and Standards at: [www.dbm.maryland.gov](http://www.dbm.maryland.gov) - keyword: Security Policy.
- CJIS (Criminal Justice Information System) Security Policy
- The State’s System Development Life Cycle (SDLC) methodology at: [www.dbm.maryland.gov](http://www.dbm.maryland.gov) - keyword: SDLC.
- The State Information Technology Project Oversight at: [www.dbm.maryland.gov](http://www.dbm.maryland.gov) - keyword: IT Project Oversight.
- The State of Maryland Enterprise Architecture at: [www.dbm.maryland.gov](http://www.dbm.maryland.gov) - keyword: MTAF Guiding Principles.
- PMBOK (Project Management Body of Knowledge)
- Nonvisual Access Guidance: Regulation .05 Web-based intranet and internet information and applications at <http://doit.maryland.gov/policies/Pages/NVAReg05.aspx>
- MdTA DoIT Standard Operating Procedures

## **2.8 TO CONTRACTOR PERSONNEL MINIMUM QUALIFICATIONS**

Minimum Qualifications for all personnel:

All individuals proposed for this TORFP must have excellent customer service, verbal and written communication skills, coordination and organizational skills. Resumes must demonstrate at least three (3) years experience where these skills were applied. Resumes must clearly outline starting dates and ending dates for each applicable experience of skills.

The Task Order Contractor’ staff must demonstrate a level of expertise in Microsoft software and network systems. Personnel provided by the TO Contractor shall have a strong background in personal computers, knowledgeable in networking and networked systems, be able to technically diagnose, document problems, and apply solutions. TO Personnel submitted for the IT Service Desk or Field Technicians must be ITIL version 3 foundation trained.

Specialized Qualifications: TO Contractor personnel must have at least two (2) years experience in each of the following:

- Knowledge of Microsoft Active Directory
- Windows XP Operating System

Specialized Qualifications: TO Contractor personnel must have at least five (5) years experience in each of the following:

- Knowledge of Dell PCs, Panasonic laptops, stand-alone and networked printers, standalone and networked scanners, modems, jet direct cards.
- Repairing, installing, upgrading, or reconfiguring Dell PCs, Panasonic laptops, stand-alone and networked printers, standalone and networked scanners, modems, jet direct cards
- Microsoft Office 2003 Professional Suite, Microsoft Outlook 2003, McAfee Virus Scan, Adobe Acrobat

- Troubleshooting PC hardware or software
- Service Desk/Help Desk software (Maximo Service Desk, Remedy, or equivalent),

For Web Support services, TO Contractor personnel must have at least four (4) years experience in each of the following (This position is on an as needed basis):

- IIS
- Site Executive
- Coldfusion

Additionally, the proposed Master Contractor's in-house personnel must collectively possess expertise in the following but not limited to:

- Networking: TCP/IP
- DNS
- ITIL
- Virus Protection/Anti-Spyware: McAfee Enterprise Virus scan
- Desktop O/S: Windows XP or greater
- Server O/S: Windows 2003/2008 Servers; SharePoint 2007/2010; UNIX
- Directory Services: Active Directory
- Internet browser: Microsoft Internet Explorer 6.x or greater
- E-mail/Scheduling: Microsoft Outlook 2003/2007
- Office Automation: Microsoft Office Suite Professional 2003/2007
  - Attachmate
  - Adobe Acrobat (Professional, Standard, and Reader)
  - Visio
  - MS Project
  - Primavera
- CADD: Microstation v 8 and above (contractor may be required to perform basic installation tasks)
- Patch Management: Shavlik
- Landesk (remote control)

## **2.9 TO CONTRACTOR EXPERTISE REQUIRED**

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

## **2.10 INVOICE SUBMISSION**

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. Invoices for O&M work should be submitted within the first 5 business days of each month for the work performed 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. Proper 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.



### **2.10.1 INVOICE FORMAT**

- 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, TO Manager or designee signed timecard ) submitted for payment to the Maryland Transportation Authority at the following e-mail addresses:

[dscanlon@mdta.state.md.us](mailto:dscanlon@mdta.state.md.us)

[cdeboy@mdta.state.md.us](mailto:cdeboy@mdta.state.md.us)

[alansaw@mdta.state.md.us](mailto:alansaw@mdta.state.md.us)

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

### **2.10.2 MBE PARTICIPATION REPORTS**

Monthly reporting of MBE participation is required in accordance with the terms and conditions of the CATS II Master Contract by the 15<sup>th</sup> day of each month. The TO Contractor shall provide a completed MBE Participation form (Attachment 2, Form D-5) to the Maryland Transportation Authority at the same time the invoice copy is sent. The TO Contractor shall ensure that each MBE Subcontractor provides a completed MBE Participation Form (Attachment 2, Form D-6). Subcontractor reporting shall be sent directly from the subcontractor to the Maryland Transportation Authority. The Maryland Transportation Authority will monitor both the TO Contractor’s efforts to achieve the MBE participation goal and compliance with reporting requirements. The TO Contractor shall email all completed forms, copies of invoices and checks paid to the MBE directly to the TO Procurement Officer and TO Manager.

## SECTION 3 - TO 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; or 2) a completed Master Contractor Feedback form. The feedback form helps the State understand for future contract development why Master Contractors did not submit proposals. The form is accessible via your CATS II Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu.

### 3.2 FORMAT

If a Master Contractor elects to submit a TO Proposal, the Master Contractor shall do so in conformance with the requirements of this CATS II TORFP. The TO Proposal shall provide the following:

#### 3.2.1 THE TECHNICAL PORTION OF THE TO PROPOSAL SHALL INCLUDE:

##### A) Proposed Services

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

##### B) Proposed Personnel

- 1) Identify and provide 10 resumes for all proposed personnel by labor category.
- 2) All proposed personnel must meet the minimum required qualifications and you may also submit any relevant certifications (i.e. ITIL, Microsoft, Windows, etc.) that you feel would help to justify experience; these may be attached to the resumes
- 3) Complete Attachment 5 – Labor Classification Personnel Resume Summary. Must be completed in its entirety and must be submitted with the technical response in a .pdf format. MUST be signed by the proposed TO personnel. Must provide Labor Category for each resource and the month/year for all experience. Must also include the TO Contractor point of contact.
- 4) One page summary submitted by each TO Contractor personnel to include (in their own words) three (3) examples of work performed that were similar in scope to the one defined in this TORFP. Must also include TO Contractor personnel's understanding of the work to be performed in this TORFP. Must also be signed by the TO contractor personnel.
- 5) Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under this TOA.

##### C) MBE Participation

- 1) Submit completed MBE documents Attachment 2 - Forms D-1 and D-2 WITH THE TECHNICAL PROPOSAL FAILURE TO SUBMIT FORMS D1 AND D2 SHALL DEEM YOUR BID AS NON RESPONSIVE.

##### D) Subcontractors

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

##### E) Master Contractor and Subcontractor Experience and Capabilities

- 1) Provide three examples of work assignments that the Master Contractor and Subcontractor have completed (include within the proposal) that were similar in scope to the one defined in this TORFP. Each of the three examples, must include a reference complete with the following:
  - a) Name of organization.
  - b) Name, title, and telephone number of point-of-contact for the reference.
  - c) Type and duration of contract(s) supporting the reference.
  - d) The services provided, scope of the contract and performance objectives satisfied as they relate to the scope of this TORFP.
  - e) Whether the proposed personnel are still providing these services and, if not, an explanation of why services are no longer provided to the client organization.
  
- 2) State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any government entity of the State of Maryland. If any of the principals of the Master Contractor worked for another company during this time, that information may be submitted. For each identified contract, the Master Contractor shall provide:
  - a) The State contracting entity,
  - b) A brief description of the services/goods provided,
  - c) The dollar value of the contract,
  - d) The term of the contract,
  - e) Whether the contract was terminated prior to the specified original contract termination date,
  - f) Whether any available renewal option was not exercised,
  - g) The State employee contact person (name, title, telephone number and e-mail address).

Note - State of Maryland experience can be included as part of Section E1 above as project or contract experience. State of Maryland experience is neither required nor given more weight in proposal evaluations. The information is used to alert the State to any troubled past partnerships that may affect susceptibility for award

F) State Assistance

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

G) Confidentiality

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

**3.2.2 THE FINANCIAL RESPONSE OF THE TO PROPOSAL SHALL INCLUDE:**

- A) A description of any assumptions on which the Master Contractor's Financial Proposal is based (Assumptions shall not constitute conditions, contingencies, or exceptions to the price proposal).
- B) Completed Financial Proposal - Attachment 1 including:

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

## **SECTION 4 - PROCEDURE FOR AWARDING A TO AGREEMENT**

### **4.1 EVALUATION CRITERIA**

The TO Contractor will be selected from among all eligible Master Contractors within the appropriate functional area responding to the CATS II TORFP. In making the TOA award determination, the Maryland Transportation Authority will consider all information submitted in accordance with Section 3. Only candidates meeting minimum qualifications will be considered for face-to-face interviews.

NOTE: The MDTA will not considered telephone interviews – all resources must be in attendance when requested by the MDTA for on-site interviews.

### **4.2 TECHNICAL CRITERIA**

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

- TO Contractor personnel experience required in Section 3.2.1.B.
- TO Contractor personnel examples of similar work and their understanding of the TORFP Scope of Work
- The Master Contractor's and Subcontractors experience and capabilities performing similar work to the TORFP Scope of work based on Section 3.2.1.E.1
- The Master Contractor with the most qualified resources that meet or exceed the task order requirements and their performance in the interviews.
- The Master Contractor's proposed solution and understanding of the TORFP Scope of Work based on the required response in Section 3.2.1.A.1.
- The Master Contractor's adherence to TORFP directions and the required proposal format

### **4.3 SELECTION PROCEDURES**

- 4.3.1 TO Proposals will be assessed throughout the evaluation process for compliance with the minimum personnel qualifications in Section 2.8 and quality of responses to Section 3.2.1 of the TORFP. Master Contractor proposals that fail to meet the minimum qualifications will be deemed not reasonably susceptible for award, i.e., disqualified and their proposals eliminated from further consideration.
- 4.3.2 TO Proposals deemed technically qualified will have their financial proposal considered. All others will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.
- 4.3.3 The State will interview only those Contractor resources proposed that meet the minimum requirements in Section 2.8.
- 4.3.4 Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.
- 4.3.5 The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment. 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 TOA award determination, MDTA will consider all information submitted in accordance with Section 3. The award will be made to the contractor offering the most advantageous offer to the State.
- 4.3.5 The State will interview remaining personnel from the selected Master Contractor. The State reserves the right to ask for TO Contractor substitutions based on the TO Contractor personnel interviews.

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

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

**ATTACHMENT 1 - PRICE PROPOSAL**

PRICE PROPOSAL FOR CATS II TORFP # J01B9200028  
LABOR CATEGORIES

Labor Categories	A	B	C
	Fully Loaded Hourly Labor Rate	Total Class Hours Annually	Total Proposed CATS II TORFP Price
<b>Total Evaluated Price Year 1</b>			\$
Resource #1 (Service Desk)	\$	2000	\$
Resource #2 (Service Desk)	\$	2000	\$
Resource #3 (Field Support)	\$	2000	\$
Resource #4 (Field Support)	\$	2000	\$
Resource #5 (Field Support)	\$	2000	\$
Resource #6 (Field Support)	\$	2000	\$
Resource #7 (Field Support)	\$	2000	\$
Resource #8 (Field Support)	\$	2000	\$
Resource #9 (Web Support) <b>AS NEEDED</b>	\$	200	\$
<b>Total Evaluated Price Year 2</b>			\$
Resource #1 (Service Desk)	\$	2000	\$
Resource #2 (Service Desk)	\$	2000	\$
Resource #3 (Field Support)	\$	2000	\$
Resource #4 (Field Support)	\$	2000	\$
Resource #5 (Field Support)	\$	2000	\$
Resource #6 (Field Support)	\$	2000	\$
Resource #7 (Field Support)	\$	2000	\$
Resource #8 (Field Support)	\$	2000	\$
Resource #9 (Web Support) <b>AS NEEDED</b>	\$	200	\$
<b>Total Evaluated Price Year 3</b>			\$
Resource #1 (Service Desk)	\$	2000	\$
Resource #2 (Service Desk)	\$	2000	\$
Resource #3 (Field Support)	\$	2000	\$
Resource #4 (Field Support)	\$	2000	\$
Resource #5 (Field Support)	\$	2000	\$
Resource #6 (Field Support)	\$	2000	\$
Resource #7 (Field Support)	\$	2000	\$
Resource #8 (Field Support)	\$	2000	\$
Resource #9 (Web Support) <b>AS NEEDED</b>	\$	200	\$
<b>Total Evaluated Price Year 4</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, and must include all direct and indirect costs and profit for the Master Contractor to perform under the TOA.

SUBMIT WITH THE FINANCIAL RESPONSE



## ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

### TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING REQUIREMENTS

CATS II TORFP # J01B9200028

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

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

## ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

### FORM D – 1

#### Certified MBE Utilization and Fair Solicitation Affidavit

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

In conjunction with the offer submitted in response to TORFP No. J01B9200028, I affirm the following:

1. I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of thirty-five percent (35%) and, if specified in the TORFP, sub-goals of 0 percent for MBEs classified as African American-owned and 0 percent for MBEs classified as women-owned. I have made a good faith effort to achieve this goal.

OR

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

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

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

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

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

\_\_\_\_\_  
Offeror Name

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name, Title

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Date

SUBMIT AS A .PDF FILE WITH TO RESPONSE

**ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS**

**FORM D – 2**

**Minority Business Enterprise Participation Schedule**

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

TO Prime Contractor (Firm Name, Address, Phone)	Task Order Description
Task Order Agreement Number <b>J01B9200028</b>	
<b>List Information For Each Certified MBE Subcontractor On This Project</b>	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	

**USE ATTACHMENT D-2 CONTINUATION PAGE AS NEEDED**

**SUMMARY**

<b>TOTAL MBE PARTICIPATION:</b>	%
<b>TOTAL WOMAN-OWNED MBE PARTICIPATION:</b>	%
<b>TOTAL AFRICAN AMERICAN-OWNED MBE PARTICIPATION:</b>	%

Document Prepared By: (please print or type)  
 Name: \_\_\_\_\_ Title: \_\_\_\_\_

**ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS**

**FORM D – 2**

**Minority Business Enterprise Participation Schedule (Continued)**

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

SUBMIT AS A .PDF FILE WITH TO RESPONSE

**ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS**

**FORM D – 3**

**Outreach Efforts Compliance Statement**

In conjunction with the bid or offer submitted in response to TORFP # **J01B9200028**, I state the following:

- 6. Offeror identified opportunities to subcontract in these specific work categories:
  
- 7. Attached to this form are copies of written solicitations (with bidding instructions) used to solicit certified MBEs for these subcontract opportunities.
  
- 8. Offeror made the following attempts to contact personally the solicited MBEs:
  
- 9.  Offeror assisted MBEs to fulfill or to seek waiver of bonding requirements.  
  
(DESCRIBE EFFORTS)
  
- This project does not involve bonding requirements.
  
- 10.  Offeror did/did not attend the pre-proposal conference  
 No pre-proposal conference was held.

_____	By:	_____
Offeror Name		Name
_____		_____
Address		Title
		_____
		Date

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

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 4

Subcontractor Project Participation Statement

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

Provided that \_\_\_\_\_ is awarded the TO Agreement in
(Prime TO Contractor Name)
conjunction with TORFP No. J01B9200028, it and \_\_\_\_\_,
(Subcontractor Name)
MDOT Certification No. \_\_\_\_\_, intend to enter into a contract by which the subcontractor shall:

(Describe work to be performed by MBE):

Four horizontal lines for describing work to be performed by MBE.

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

By:

By:

Prime Contractor Signature

Subcontractor Signature

Name

Name

Title

Title

Date

Date

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

**ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS**

**FORM D – 5**

**Minority Business Enterprise Participation TO Contractor Paid/Unpaid Invoice Report**

Report #: _____	CATS II TORFP # <b>J01B9200028</b>
Reporting Period (Month/Year): _____	Contracting Unit _____
<b>Report is due by the 15<sup>th</sup> of the following month.</b>	Contract Amount _____
	MBE Sub Contract Amt _____
	Contract Begin Date _____
	Contract End Date _____
	Services Provided _____

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

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

**Return one copy of this form to the following address:**

Dawn Scanlon Maryland Transportation Authority Division of Information Technology 2340 Broening Highway Baltimore, MD 21224 dscanlon@mdta.state.md.us	(TO PROCUREMENT OFFICER OR APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS)
--	--

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

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS



**ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS**

**FORM D – 6**

**Minority Business Enterprise Participation Subcontractor Paid/Unpaid Invoice Report**

Report #: _____ Reporting Period (Month/Year): __/_____ <b>Report Due By the 15<sup>th</sup> of the following Month.</b>	CATS II TORFP # <b>J01B9200028</b> Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____	
MBE Subcontractor Name: _____		
MDOT Certification #: _____		
Contact Person: _____		
Address: _____		
City: _____	State: _____	ZIP: _____
Phone: _____	FAX: _____	
Subcontractor Services Provided: _____		
<b>List all payments received from Prime TO Contractor during reporting period indicated above.</b>  1. _____ 2. _____ 3. _____  <b>Total Dollars Paid: \$</b> _____	<b>List dates and amounts of any unpaid invoices over 30 days old.</b>  1. _____ 2. _____ 3. _____  <b>Total Dollars Unpaid: \$</b> _____	
Prime TO Contractor: _____		Contact Person: _____

**Return one copy of this form to the following address:**

Dawn Scanlon Maryland Transportation Authority Division of Information Technology 2340 Broening Highway Baltimore, MD 21224 dscanlon@mdta.state.md.us	(TO PROCUREMENT OFFICER OR APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS)
--	--

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

Submit as required in TO Contractor MBE Reporting Requirements

## **ATTACHMENT 3 - Task Order Agreement**

### **CATS II TORFP # J01B9200028 OF MASTER CONTRACT # 060B9800035**

This Task Order Agreement (“TO Agreement”) is made this day of Month, 200X by and between MASTER 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 # J01B9200028.
  - b. “CATS II TORFP” means the Task Order Request for Proposals # J01B9200028, dated MONTH DAY, YEAR, including any addenda.
  - c. “Master Contract” means the CATS II Master Contract between the Maryland Department of Information Technology and MASTER CONTRACTOR dated \_\_\_\_\_.
  - d. “TO Procurement Officer” means TO Procurement Officer. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
  - e. “TO Agreement” means this signed TO Agreement between the Maryland Transportation Authority and MASTER CONTRACTOR.
  - f. “TO Contractor” means the CATS II Master Contractor awarded this TO Agreement, whose principal business address is \_\_\_\_\_.
  - g. “TO Manager” means TO Manager of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
  - h. “TO Proposal - Technical” means the TO Contractor’s technical response to the CATS 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 supercede the Master Contract.
  - 2.2. The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS 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 \_\_\_\_\_, 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 the total amount of the task order. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.

4.2 Payments to the TO Contractor shall be made as outlined Section 2 of the CATS 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 \_\_\_\_\_. 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 Ms. Dawn Scanlon at 2340 Broening Highway, Baltimore, Maryland 21224.

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

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

TO CONTRACTOR NAME

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

\_\_\_\_\_  
Date

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

STATE OF MARYLAND, **Maryland Transportation Authority**

\_\_\_\_\_  
By: **insert name**, TO Procurement Officer

\_\_\_\_\_  
Date

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

**ATTACHMENT 4 - Conflict Of Interest Affidavit And Disclosure**

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

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

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

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

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

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

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

SUBMIT AS A .PDF FILE WITH TECHNICAL RESPONSE

## 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 Technical 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. The summary is required at the time of the interview.

For example: If you propose John Smith who is your subcontractor and you believe he meets the requirements of the Group Facilitator, you will complete the top section of the form by entering John Smith's name and the subcontractor's company name. You will then complete the right side of the Group Facilitator form documenting how the individual meets each of the requirements. Where there is a time requirement such as 3 months experience, you must provide the dates from and to showing an amount of time that equals or exceeds mandatory time requirement.

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

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

<b>Proposed Individual's Name/Company:</b>	<b>How does the proposed individual meet each requirement?</b>
<b>LABOR CLASSIFICATION TITLE – (INSERT LABOR CATEGORY NAME)</b>	
<b>Education:</b> (Insert the education description from the CATS II RFP from section 2.10 for the applicable labor category.)	
<b>Experience:</b> (Insert the experience description from the CATS II RFP from section 2.10 for the applicable labor category.)	
<b>Duties:</b> (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 TO RESPONSE  
SIGNATURE REQUIRED AT THE TIME OF TO RESPONSE

## **ATTACHMENT 6 - 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 7 - NON-DISCLOSURE AGREEMENT (OFFEROR)**

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

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS II TORFP #J01B9200028 for IT Service Desk Support. 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 referenced above, OFFEROR agrees as follows:

1. OFFEROR will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received, except in connection with the preparation of its TO Proposal.
2. Each employee or agent of the OFFEROR who receives or has access to the Confidential Information shall execute a copy of this Agreement and the OFFEROR shall provide originals of such executed Agreements to the State. Each employee or agent of the OFFEROR who signs this Agreement shall be subject to the same terms, conditions, requirements and liabilities set forth herein that are applicable to the OFFEROR.
3. OFFEROR shall return the Confidential Information to the State within five business days of the State's Notice of recommended award. If the OFFEROR does not submit a Proposal, the OFFEROR shall return the Confidential Information to **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 1.7 OF THE TORFP

## ATTACHMENT 8 - 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** (the “Department”), and \_\_\_\_\_ (“TO Contractor”), a corporation with its principal business office located at \_\_\_\_\_ and its principal office in Maryland located at \_\_\_\_\_.

### RECITALS

**WHEREAS**, the TO Contractor has been awarded a Task Order Agreement (the “TO Agreement”) for **TORFP Title** TORFP No. **J01B9200028** dated \_\_\_\_\_, (the “TORFP”) issued under the Consulting and Technical Services II 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.

**Contractor/Contractor's Personnel:**

**Maryland Transportation Authority:**

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

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

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

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

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

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

**SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP**



## ATTACHMENT 9 – 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? <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> (If no, skip to Section 2.)	
B) Do TO invoices match corresponding deliverable prices shown in the accepted Financial Proposal? <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> (If no, explain why) _____	
C) Is the deliverable acceptance process being adhered to as defined in the TORFP? <b>Yes</b> <input type="checkbox"/> <b>No</b> <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? <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> (If no, explain why) _____	
B) Are labor rates the same or less than the rates proposed in the accepted Financial Proposal? <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> (If no, explain why) _____	
C) Is the Master Contractor providing timesheets or other appropriate documentation to support invoices? <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> (If no, explain why) _____	
<b>Section 3 – Substitution of Personnel</b>	
A) Has there been any substitution of personnel? <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> (If no, skip to Section 4.)	
B) Did the Master Contractor request each personnel substitution in writing? <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> (If no, explain why) _____	
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"/> (If no, explain why) _____	

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

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

#### Section 4 – MBE Participation

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

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

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

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

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

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

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

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

Yes  No

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

\_\_\_\_\_

#### Section 5 – TO Change Management

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

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

B) Does the change management procedure include the following?

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

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

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

C) Have any change orders been executed?

Yes  No

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

\_\_\_\_\_

D) Is the change management procedure being followed?

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

**ATTACHMENT 10 – LIVING WAGE AFFIDAVIT OF AGREEMENT**

Contract No. \_\_\_\_\_

Name of Contractor \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

**If the Contract is Exempt from the Living Wage Law**

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

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

**If the Contract is a Living Wage Contract**

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

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

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

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

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

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

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

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

Witness Signature & Date: \_\_\_\_\_

## ATTACHMENT 11 – PERFORMANCE EVALUATION

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



**Attachment 11 Continued**

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

**Attachment 11 Continued**

<b>RATING FACTORS</b>	<b>Far Exceeds Standards</b>	<b>Exceeds Standards</b>	<b>Meets Standards</b>	<b>Below Standards</b>	<b>Far Below Standards</b>	<b>Point Value</b>
<b>GENERAL FACTORS</b>						
Dependability	5	4	3	2	1	
Initiative	5	4	3	2	1	
Interpersonal Relationships	5	4	3	2	1	
Work Habits	5	4	3	2	1	
					<b>Total A =</b>	
<b>JOB SPECIFIC FACTORS</b>						
Job Knowledge	5	4	3	2	1	
Job Quality	5	4	3	2	1	
Job Quantity	5	4	3	2	1	
					<b>Total B =</b>	

<b>OVERALL RATING</b>	<b>Far Exceeds Standards</b>	<b>Exceeds Standards</b>	<b>Meets Standards</b>	<b>Below Standards</b>	<b>Far Below Standards</b>
<b>Total A + Total B =</b>	35 - 33	32 - 26	25 - 19	18 - 12	11 - 7

**Attachment 11 Continued**

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

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

**Attachment 11 Continued**

<b>INTERPERSONAL RELATIONSHIPS</b>	<b>Evaluation</b>				
	<b>Far Exceeds Standards</b>	<b>Exceeds Standards</b>	<b>Meets Standards</b>	<b>Below Standards</b>	<b>Far Below Standards</b>
<b>Customer Service</b>	Consistently goes beyond the requirements to ensure that customer needs are met; consistently anticipates service needs of customers; consistently provides additional information or aid without request	Frequently goes beyond the requirements to ensure that customer needs are met; frequently anticipates service needs of customers; frequently provides additional information or aid without request	Always courteous & congenial with external & internal customers; provides requested assistance & information to others in a prompt & courteous manner	Marginally courteous; provides requested assistance and information to others in a less than prompt or courteous manner	Occasionally discourteous; occasionally does not provide assistance & information to others in a prompt or courteous manner
<b>Communication</b>	Facilitates clear and effective communication among involved parties; accurately interprets & transmits communications	Communicates clearly & concisely with a high degree of accuracy	Communicates openly; participates in team discussions	Rarely communicates openly; rarely participates in team discussion	Communicates ineffectively & unclearly
<b>Cooperation</b>			Actively cooperates with others to achieve goals of the organization; readily accepts direction from supervisors; supports team leader; develops and maintains cooperative working relationships with team and with others inside and outside the work unit	Reluctantly cooperates with others to achieve goals of the organization; reluctantly accepts direction from supervisors; minimally supports team leader; rarely develops and maintains co-operative working relationships with team <u>or</u> with others inside and outside the work unit	Uncooperative with others to achieve goals of the organization; resistant to direction from supervisors; rarely supports team leader; seldom develops and maintains co-operative working relationships with team <u>or</u> with others inside and outside the work unit
<b>Tact</b>			Consistently polite, respectful of others; considers the viewpoints of others; has a positive effect on people	Marginally polite and respectful; reluctantly considers the viewpoint of others	Rude and disrespectful; infrequently considers viewpoint of others; has a negative effect on people
<b>Adaptability To Change</b>	Presents positive outlook on changes and adjustments to work assignments or procedures; always includes suggestions or solutions as part of constructive criticism; motivation and productivity unaffected by unanticipated changes	Readily accepts change and adjustments to work assignments or procedures; usually makes suggestions or solutions as part of constructive criticism; motivation and productivity minimally affected by unanticipated changes	Accepts changes and adjustments to work assignments or procedures; criticizes constructively; cooperative in dealing with unanticipated changes	Does not easily accept changes and adjustments to work assignments or procedures; criticism not always constructive; not generally cooperative in dealing with unanticipated changes	Resistant to changes and adjustments to work; criticisms are not warranted; uncooperative in dealing with unanticipated changes

WORK HABITS	Evaluation				
	Far Exceeds Standards	Exceeds Standards	Meets Standards	Below Standards	Far Below Standards
<b>Meeting Targets &amp; Timetables</b>	Performs at levels better than targets; early with timetables and deadlines	Always meets targets, timetables and deadlines; always prompt and prepared for meetings and other scheduled events	Consistently meets targets, timetables and deadlines; consistently prompt and prepared for meetings and other scheduled events	Inconsistent in meeting targets, timetables <u>or</u> deadlines; inconsistent in promptness <u>or</u> preparation for meetings <u>or</u> other scheduled events	Frequently does not meet targets, timetables, <u>or</u> deadlines; frequently lacks promptness <u>or</u> preparation for meetings <u>or</u> other scheduled events
<b>Communication with TO Manager</b>	Anticipates developments or delays making appropriate adjustments; works independently with little or no supervision	Always keeps TO Manager informed of key developments; responds quickly and appropriately to unanticipated delays or developments; works independently with minimal supervision	Consistently keeps TO Manager informed of key developments and/or delays; responds to routine developments appropriately; works with general supervision	Inconsistent in keeping TO Manager informed of delays <u>or</u> developments; some routine developments require supervisory guidance; requires close supervision	Frequently does not keep TO Manager informed of developments <u>or</u> delays; routine developments often require supervisory guidance; requires constant supervision
<b>Use of Time</b>	Completes all regular assigned work plus additional assignments; plans productive activities in advance to fill any idle time	Usually completes additional assigned work and completes all regularly assigned duties; finds productive activities to fill any idle time	Completes all assigned work in time allocated; use of idle time does not interfere with work of others	Inconsistent in completing assigned work in time allocated; seldom completes additional tasks	Frequently does not perform regularly assigned work in time allocated; use of idle time negatively impacts work
<b>Organization of Work Environment</b>	Always maintains clean, organized work environment; always practices, maintains and promotes safe work habits; always properly maintains and cares for equipment		Consistently maintains clean, organized work environment; consistently practices and maintains safe work habits; consistently maintains and cares for equipment properly	Inconsistent in maintaining clean, organized work environment; inconsistent in practicing <u>or</u> maintaining safe work habits; inconsistent in properly maintaining <u>or</u> caring for equipment	Frequently does not maintain clean, organized work environment; frequently does not practice safe work habits; frequently does not properly maintain <u>or</u> care for equipment

**Attachment 11 Continued**

<b>JOB KNOWLEDGE</b>	<b>Evaluation</b>				
	<b>Far Exceeds Standards</b>	<b>Exceeds Standards</b>	<b>Meets Standards</b>	<b>Below Standards</b>	<b>Far Below Standards</b>
<b>Policies/ Procedures/ Practices</b>	Appropriately uses and interprets correct policies, procedures, and practices and frequently makes recommendations to improve them	Appropriately uses and interprets correct policies, procedures, and practices and occasionally makes recommendations to improve them	Appropriately uses correct policies, procedures, and practices	Inconsistently uses correct policies, procedures, and practices	Rarely uses correct policies, procedures, and practices
<b>Organizational Skills</b>	Systematically and innovatively manages activities, information and resources and makes recommendations for improvement	Systematically manages activities, information and resources and makes some recommendations for improvement	Proficiently manages activities, information and resources	Ineffectively manages some activities, information and resources	Rarely manages activities, information and resources
<b>Equipment/ Technology</b>	Develops and uses innovative applications of equipment/technology	Familiar with and appropriately uses equipment/technology	Basic familiarity with equipment/technology	Some understanding of the administration's or unit's equipment/technology	Little or no understanding of the administration's or unit's equipment/technology
<b>Terminology</b>	Appropriately uses and clearly explains terminology of the administration and unit; keeps abreast of new concepts and terminology	Familiar with and appropriately uses terminology of the administration and unit	Basic familiarity with terminology of the administration and unit	Some understanding of the administration's or unit's terminology	Little or no understanding of the administration's or unit's terminology

**Attachment 11 Continued**

<b>JOB QUALITY</b>	<b>Evaluation</b>				
	<b>Far Exceeds Standards</b>	<b>Exceeds Standards</b>	<b>Meets Standards</b>	<b>Below Standards</b>	<b>Far Below Standards</b>
<b>Completion of Assignments</b>	Works independently with broad direction and little or no follow up; self-motivated to complete assignments	Independently completes assignments with minimal direction and follow up	Independently completes assignments with routine supervision	Occasionally unable to complete assignments independently; requires frequent supervision and follow up	Requires direct supervision while performing all aspects of routine assignments
<b>Problem Solving</b>	Anticipates potential problems and acts accordingly; makes an effort to prevent recurring problems	Recognizes and analyzes complex problems and takes appropriate action or recommends effective, creative solutions	Recognizes and analyzes routine problems and takes appropriate action	Occasionally recognizes problems; experiences some difficulty with analysis; requires some assistance to develop workable solutions	Rarely recognizes problems; experiences extreme difficulty with analysis; recommends ineffective solutions or unable to recommend solutions
<b>Accuracy</b>	Work performed at the highest level of accuracy; errors extremely rare, always minor	Work performed at a high level of accuracy; errors usually minor in nature	Work performed at an acceptable level of accuracy	Work performed occasionally at an unacceptable level of accuracy; frequent errors	Work performed with frequent and recurrent errors in routine assignments
<b>Work Process/Product/Services</b>	Develops highest quality work product or demonstrates highest quality of services	Thoroughly researches, analyzes, and prepares high quality work product or provides high quality services	Thoroughly researches and efficiently prepares product at acceptable standards or provides services at acceptable standards	Has difficulty with work process/product/services; occasionally unable to meet an acceptable standard of quality	Rarely meets acceptable standards of quality
<b>Working Under Pressure</b>	Efficiently and effectively performs all assignments regardless of distractions or pressure situations	Frequently handles difficult pressure situations and distractions without affecting performance; reprioritizes workload as needed	Appropriately handles routine pressure situations and distractions of the job while maintaining normal workload	Low tolerance to some pressure situations or distractions which hinder job performance	Rarely able to work under pressure situations or handle distractions

**Attachment 11 Continued**

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



**ATTACHMENT 12 – SMALL BUSINESS RESERVE 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) \_\_\_\_\_

**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**

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