



CONSULTING AND TECHNICAL SERVICES II (CATS II)
TASK ORDER REQUEST FOR PROPOSALS (TORFP)
SHA HIGHWAY DEVELOPMENT IT PROGRAMS
BUSINESS SERVICES TORFP

CATS II TORFP #
J02B2400026

MARYLAND DEPARTMENT OF TRANSPORTATION (MDOT)
MARYLAND STATE HIGHWAY ADMINISTRATION (SHA)

ISSUE DATE: 11/02/2012

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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.

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|---|---|
| TORFP Title: | SHA Highway Development IT Programs Business Services TORFP |
| Functional Area: | Functional Area #2 – Web and Internet Systems |
| TORFP Issue Date: | 11/02/2012 |
| Closing Date and Time: | 12/13/2012 at 2:00 PM Local Time |
| TORFP Issuing Agency: | Maryland Department of Transportation (MDOT) State Highway Administration (SHA) Office of Highway Development (OHD) |
| Send Questions and Proposals to: | TO Procurement Officer – Bryan Walker Telephone Number 410-865-1130 Email Address: bwalker5@mdot.state.md.us |
| TO Procurement Officer: | Bryan Walker Office of Procurement Office Phone: (410) 865-1130 Email Address: bwalker5@mdot.state.md.us |
| SHA MBE Compliance Officer | Earle Beale Office of Equal Opportunity Office Phone: 410-545-0320 Email Address: ebeale@sha.state.md.us |
| TO Manager: | Carl Henderson Office Phone Number: 410-545-8949 Email Address: chenderson@sha.state.md.us |
| TO Project Number: | J02B2400026 |
| TO Type: | Time and Material |
| Period of Performance: | NTP through May 31 st , 2014 |
| MBE Goal: | 35 percent |
| Small Business Reserve (SBR): | No |
| Primary Place of Performance: | TO Contractor’s designated facilities. From time to time at SHA Headquarters (707 N. Calvert Street, Baltimore MD 21202) |
| TO Pre-proposal Conference: | MDOT Headquarters, Harry Hughes Conf. Room 2 Ground Flr. 7201 Corporate Center Dr. Hanover, Md. 21076 11/15/2012 at 1:00 PM Local Time See Attachment 6 for directions. |

SECTION 1 - ADMINISTRATIVE INFORMATION

1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT

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

The TO Manager has the primary responsibility for the management of the work performed under the TOA; 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, up to three (3) Master Contractor(s) 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(s), which will bind the selected Master Contractor (TO Contractor) to the contents of its TO Proposal, including the price proposal.

1.3 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the date and exact time stated in the Key Information Summary Sheet above. The date and time of submission is determined by the date and time of arrival in the TO Procurement Officer's e-mail box. The TO Proposal is to be submitted via e-mail as two attachments in MS Word format. **Please note that the MDOT email system has an 8 MB limit on email transmission.** You may submit your proposal in two or more email submissions, if necessary, as long as you clearly indicate the total number of email submissions to be received. The "subject" line in the e-mail submission shall state the TORFP #J02B2400026. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS II TORFP #J02B2400026 Technical". The second file will be the financial response to this CATS II TORFP and titled, "CATS II TORFP #J02B2400026 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 Personnel Resume Summary
- Attachment 10 – Non Disclosure Agreement (Offeror)
- Attachment 13 – Living Wage Affidavit of Agreement
- Certifications – If applicable

1.4 ORAL PRESENTATIONS/INTERVIEWS

All Master Contractors may be required to make an oral presentation to State representatives. Significant representations made by a Master Contractor during the oral presentation shall be submitted in writing. All such representations will become part of the Master Contractor's proposal and are binding, if the Contract is awarded. The TO 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, without edits, and submit all required MBE documentation (Attachment 2 - Forms D-1 and D-2) at the time it submits its TO Proposal. **Failure of the Master Contractor to complete, sign, and submit all required MBE documentation at the time it submits its TO Proposal will result in the State's rejection of the Master Contractor's TO Proposal.**

1.6 CONFLICT OF INTEREST

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

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

1.7 NON-DISCLOSURE AGREEMENT

Certain system documentation may be available for potential Offerors to review at a reading room at the State Highway Administration, 707 N. Calvert Street, Baltimore, Maryland 21202 address located in the Office of Highway Development, 1st Floor, Mailstop C-102. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement (Offeror) in the form of Attachment 10. Please contact the TO Manager of this TORFP to schedule an appointment.

In addition, 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 (TO Contractor) in the form of Attachment 11.

1.8 LIMITATION OF LIABILITY CEILING

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

1.9 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES

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

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

SECTION 2 - SCOPE OF WORK

2.1 PURPOSE

The Maryland Department of Transportation (MDOT) Office of Procurement (OOP) issuing this CATS II TORFP on behalf of the State Highway Administration (SHA) Office of Highway Development (OHD) to obtain the services of up to three (3) Master Contractors with a broad range of technical resource expertise to assist the SHA OHD, in managing their engineering applications and databases and to assist with IT services related to geographic information system (GIS), MicroStation, InRoads and IPOT Support and Training, CAD Standards Development, Maintenance and Support, and ProjectWise Implementation and Support. These resources shall be responsible for the operations, maintenance and support activities of mission critical business and engineering IT related applications for the SHA OHD. These applications run on Oracle backend platforms and VB.NET, C#.NET and/or ASP.NET frontend platforms. The selected TO Contractors shall have adequate resources to fully support operation, maintenance and design and enhancement of these systems. They shall also support other client/server and web-based systems as needed or in the future. The services provided through this Task Order will be critical to supporting SHA's Business Plan goals to improve efficiencies in our business processes and to provide services and products to our customers that meet or exceed their expectations. The goals of this Task Order are to ensure that the SHA has the appropriate resources, skills and expertise to manage and enhance OHD's Database, Application and Engineering Portfolios consistent with SHA's architecture and standards.

Work assigned to the TO Contractor may not be restricted to one project, therefore, several task assignments may be required to be performed simultaneously. Work shall be assigned to the selected TO Contractors in a "round-robin" basis to each of the three (3) TO Contractors as described in Section 2.7.5, Work Order Assignments.

SHA reserves the option to award up to a maximum of three (3) Master Contractors that proposes a team of individual resources that can best satisfy the Task Order requirements. Each TO Contractor shall provide adequate resources to support both frontend (VB.NET, C#.NET and ASP.NET) and backend (Oracle) maintenance and design aspects of each system. Therefore only Master Contractors submitting a proposal with a team of resources that shall satisfy all Task Order requirements will be accepted for evaluation.

2.2 REQUESTING AGENCY BACKGROUND

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

The SHA Business Plan is available online at:

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

The OHD mission is to provide, improve and promote the safety and functionality of Maryland's Highway system through innovative approaches in planning, design and engineering solutions in a manner that integrates efficient accessibility, greener environment and economic improvements to Maryland's communities. The primary mission of the Design Technical Services Division (DTSD) is to set policy and provide design guidance to all of SHA and local MD governments on highway development. In support of that effort, DTSD maintains OHD's computer and web applications, including an Integrated Design System aimed at the development of design productivity tools to improve work flow and manage highway engineering assets.

It is their vision to lead the nation in the development of design solutions that meet project goals, exceed customer expectations, have zero errors and omissions, and are delivered on schedule and within budget.

2.3 ROLES AND RESPONSIBILITIES

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

- *TO Procurement Officer* – MDOT representative responsible for managing the TO solicitation and award process, change order process, and resolution of TOA scope issues..
- *SHA MBE Compliance Officer* – SHA representative responsible for working with the TO Procurement Officer and TO Manager to ensure MBE compliance of issued Task Orders and to gather payment data from both the Prime Contractor and MBE Subcontractor(s) for the reporting of MBE participation on SHA procurements to MDOT and the GOMA.
- *TO Manager* – SHA representative responsible for managing the day to day activities of the TO including the direct management and supervision of the project tasks. The TO Manager will also be responsible for preparing the task assignments, review and approval of proposed change orders, review and approval of proposed substitution of personnel, reviewing and approving invoices and monitoring and reporting task order performance.
- *TO Contractor Key Management Personnel* – Representative of the TO Contractor who oversee their personnel assigned under this TO. This representative shall be the point of contact for managing and correcting any disputes related to this TO. This representative shall also be responsible for the preparation and submittal of invoices and MBE reports by the due date defined in this TO as well as any other correspondence relating to this TO and its activities.

2.4 PROFESSIONAL DEVELOPMENT

Technology and software products continuously change. The TO Contractor shall ensure continuing education opportunities for the personnel provided. This education shall be associated with the technologies currently utilized by SHA or anticipated to be implemented by SHA in the near future. All costs, including, but not limited to, the actual course costs and course attendance time are the responsibility of the TO Contractor. SHA will not cover any costs associated with the professional development of the TO Contractor personnel.

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

- American Disabilities Act (ADA) Awareness
- Limited English Proficiency
- Sexual Harassment Awareness
- Workplace and Domestic Violence Awareness

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

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

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

2.5 WORK HOURS

- The TO Contractor's assigned personnel shall work an eight-hour day with core hours being 9:00 am- 3:00 pm (hours to be approved by the TO Manager), Monday through Friday except for State holidays, Service Reduction days and Furlough days observed by the SHA.
- The TO Contractor's assigned personnel shall work no more than 40 hours a week.
- A flexible work schedule shall be used to handle any efforts outside the core hours to include overnight and weekends.
- At times, the TO Contractor shall need to be availability outside the hours of 8:00 AM – 5:00 PM.
- In emergencies, where time is of the essence for system repair or restoration, TO Contractor personnel shall provide support as needed, within reason, until the emergency is resolved.

- Requests for leave shall be submitted to the TO Manager at least two (2) weeks in advance. The TO Manager reserves the right to request a temporary replacement if leave extends longer than one consecutive week. In cases where there is insufficient coverage, a leave request may be denied.
- In the event of a reduction in State revenues and a subsequent reduction in allocated budget, the Master Contractor personnel shall be required to participate in the State mandated Service Reduction Days as well as State Furlough Days. In this event, the TO Contractor will be notified in writing by the TO Manager of these details. In addition to the Service Reduction Days and Furlough Days, the TO Contractor may also be requested to restrict the number of hours the TO Contractor Personnel can work within a given period of time that may result in less than an eight hour day or less than a 40 hour work week.

2.6 PROJECT BACKGROUND

The OHD recognizes the importance and security of database systems and business applications and the effective Portfolio management to an organization that continues to experience higher demands for the storage, security and dissemination of transportation related data with a smaller workforce. One of the objectives of this TORFP is to acquire a team(s) of qualified resources with the skills and expertise to help manage and enhance OHD's application portfolios consistent with industry best practices and standards.

SHA's OHD has relied on both Contractual/Consultant assets and Traditional Permanent State Employees to develop and maintain applications that are primarily used to perform functions necessary to manage the design of major highway infrastructure projects throughout the State of Maryland. These applications reside on Windows 2008 R2 servers located within the MDOT Network with a majority of them having an Oracle 10g backend.

The SHA maintains over forty facilities across the State and these resources work with the various business units within these facilities to ensure efficient and secure transmission of data between servers and end users. The SHA OHD recognizes that with the advent of client-server and web-based systems, these end-users expect 100% up-time and near instantaneous response time; it is incumbent upon the OHD to assist our internal customers to work as efficiently as possible. Therefore, the OHD places high expectations upon our staff in terms of developing, maintaining and deploying well-engineered systems and providing expert resolution of problems. The growth of systems supported by OHD, coupled with the continued expectation that OHD staff will provide "first responder" services is driving the need for these resources. Task assignments may require the resources to meet and work one on one with all levels of employees (front-line worker, team leader, middle manager, senior manager, etc.) within the various business areas of SHA in the course of conducting work assignments. Therefore, the proposed resources shall possess excellent verbal and written communication skills. Since the OHD values a team approach to work efforts; the proposed resources for each assignment shall possess good people skills and be skilled in facilitating project team interactions.

These resources shall work from their own office, but shall be required to attend regular meetings at SHA Headquarters, 707 North Calvert Street, Baltimore Maryland.

The details of these applications are as follows:

Asset Management Division Database (AMD)

The AMD administers State regulations pertaining to State highway access for commercial and subdivision development. AMD issues access permits for commercial entrances, street connections and highway improvements and coordinates with local governments during the approval process for land use, subdivisions and developments. AMD ensures that development adjacent to SHA's system appropriately mitigates the safety and operational impacts of increased traffic. The AMD application is a project management tool to manager all projects submitted to AMD for Access Permit requests to our highways. Applications for internal and external users to efficiently and effectively provide data exchange required for engineering reviews. The AMD application also tracks the status of submittals for commercial developments throughout the State of Maryland. The application is accessed throughout SHA and by the public through SHA Internet site and provides critical reports and data for the SHA Business Plan and State Stat.

1) *General Info*

- a) Currently only internal users have access to this system. However, future enhancements call for both internal and external users.

- 2) *General Technology*
 - a) Application level. C#.NET
 - b) Database level. Oracle 10g
 - i) Database schema = 61 MB
 - (1) Annual growth rate of 10%
 - (2) Approximately 35 active user accounts
 - c) Web level. Web Browser, IIS
 - d) Other service level (FTP, Web Services, etc). ESRI GIS
- 3) *Documentation Available*
 - a) User Manual

OHD Office Database

The Highway Design Division (HDD) is responsible for the management of consultant staff and in-house design of most of SHA's major capital investment projects, including budgetary management of the Major Projects Program. HDD serves as the lead SHA Division in developing complex major projects, coordinating the needs and activities of the local community and all SHA support divisions. HDD is also responsible for implementation of the traffic barrier program at SHA and is involved in the SHA-Safety Audits for our roadways. HDD employs a staff team of expert licensed engineers to provide design services to other divisions in OHD.

OHD Office is a web based engineering project management tool that tracks project issues, locations, criteria, schedules and other pertinent project information that can be easily accessed across SHA. The application tracks critical data for OHD's Highway Development Process. Provides critical reports and provides data for SHA Business Plan and State Stat.

- 1) *General Technology*
 - a) Application level. C#.NET
 - b) Database level. Oracle 10g
 - i) Database schema = 1.2 GB
 - (1) Annual growth rate of 10%
 - (2) All employees in SHA domain are active user accounts
 - c) Web level. Web Browser, Internet Information Services (IIS), 64-bit with ASP.NET
 - d) Other service level (FTP, Web Services, etc). SQL Server Report, ESRI GIS
- 2) *Upstream / Downstream Interfaces / Dependencies*
 - a) Reads from GIS Pub Schema
- 3) *Documentation Available*
 - a) None

Plats and Surveys Division Database (PSD)

The PSD plays a key role in the Planning, Design and Construction processes at MDOT, SHA, and other State Agencies. The early and continuous access to field surveys and property boundary information is the basis for developing a good foundation for any project. PSD explores and uses state of the art technology such as aerial photography, GPS, Real Time Kinematic (RTK) and robotic survey equipment to ensure the quality, accuracy and speed with which this information is delivered.

Primary functions of PSD are the identification of topographic features and property boundaries that can influence the design and costs of projects as well as property impacts that are developed and shown on SHA Right-of-Way (R/W) Plats. As the custodian of field survey information, PSD maintains an up-to-date inventory of existing survey data.

The PSD is a productivity tool to manage equipment, projects, crews, and schedules to ensure survey and plat requests can be delivered on time, with available crews and equipment. This application tracks critical data for OHD's Plats and Survey Division. This application tracks all current and past surveyed roadway projects, it also tracks all plat projects associated with current and past roadway projects.

- 1) *General Info*
 - a) Current application does not have a GIS component, but future enhancements call for implementing GIS.
- 2) *General Technology*
 - a) Application level. Visual Basic
 - b) Database level. Oracle 10g MS Access
 - i) Database schema = 15 MB, (5 MB Oracle and 10 MB MS Access)
 - (1) Annual growth rate of 5%
 - (2) Approximately 60 active user accounts
 - ii) SMTP Outbound traffic
 - c) Web level. Web Browser, IIS, 64-bit with ASP.NET
 - d) Other service level (FTP, Web Services, etc). Business Objects Crystal Reports XI
- 3) *Documentation Available*
 - a) None

2.7 REQUIREMENTS

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

2.7.1 FUNCTIONAL / BUSINESS REQUIREMENTS

TO Contractor shall:

| ID # | Functional / Business Requirements |
|---------|--|
| 2.7.1.1 | Not perform any work on a defined work order (i.e. no billable hours permitted) without prior approval of the Task Order Manager. |
| 2.7.1.2 | Provide Weekly Status Updates. |
| 2.7.1.3 | Provide IT Project management support: <ul style="list-style-type: none"> • Manage business-related IT project enhancements for identified systems. • Manage projects to re-platform and/or re-engineer from existing architectures to standard platform and configuration. • Assist in the management for application consolidation and integration. • Assist in the management for new application development using Agile development methodology. • Manage on-going maintenance and enhancement efforts for existing applications. |
| 2.7.1.4 | Provide IT application development and support: <ul style="list-style-type: none"> • Provide business analysis & requirement gathering support for System enhancements to identified systems or for new IT systems. • Provide Oracle and .NET programming technical services for the maintenance and support for identified systems to maintain SHA approved operating system (OS), database and software versions as well as reported bugs. • Provide system enhancements that would bring the identified systems in compliance with the State Data Security Standards. • Provide new application development as needed. • Prepare and/or maintain updates to disaster recovery plans for identified systems. • Analyze, recommend and design appropriate system security according to policies for data and application security using MDOT and DoIT security standards. • Create upgrade and migration schedules and plans that will minimize the impact on production and mission critical systems. • Troubleshooting problems encountered by clients using the application software and reported through the SHA Help Desk. • Develop forms and reports for supported applications, as needed • Maintain a Trouble Report (TR)/Change Request (CR) log for each application assigned. |

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| | <ul style="list-style-type: none"> • Perform integration testing of remediated TR/CR code enhancements prior to releasing for User Acceptance Testing (UAT). • Maintain and update system documentation as identified in each Work Order Assignment. • Expand OHD's Engineering Project Information Management System in order to leverage information from each division of OHD, as well as information that is available SHA wide. • Begin implementation of data warehouse concept in order to share vital engineering project information SHA wide. |
| 2.7.1.5 | <p>Provide IT GIS development and support:</p> <ul style="list-style-type: none"> • Provide business analysis and requirement gathering support for GIS development and enhancements. • Provide ESRI GIS programming services. • Provide GIS database development. • Troubleshooting problems encountered by clients using the GIS application software. • Maintain a TR/CR log for each application. • Perform integration testing of remediated TR/CR code enhancements prior to releasing for UAT. • Maintain and update system documentation as identified in each Work Order Assignment. • Expand OHD GIS Portal to include data from Engineering Access Permits Division (EAPD) and Highway Hydraulics Division (HHD). • Provide development of the ADA GIS system including a mobile application to provide engineers and consultants with real time data from the field. • Provide development of the National Pollutant Discharge Elimination System (NPDES) mobile data application to provide live replication from the field technician to the engineer in the office. • Provide development of several spatial components to several OHD databases (EAPD, HHD, PSD). • Provide development of an enterprise GIS system and data warehouse for OHD. This will allow all data to be stored in one location and not be duplicated in several different databases. • Provide development of the OHD scanned resources GIS system including the addition of GIS components to many of the scanned resources, and other application development in OHD. • Perform Transition of spatial databases to Adobe Flex to allow SHA employees to develop and maintain all spatial databases in-house eliminating the need for costly maintenance fees. |
| 2.7.1.6 | <p>Provide Bentley MicroStation, InRoads and IPLOT IT development and support:</p> <ul style="list-style-type: none"> • Provide business analysis and requirement gathering support for MicroStation, InRoads and IPLOT enhancements. • Provide engineering IT programming services. • Troubleshoot problems encountered by clients using the GIS application software. • Maintain a TR/CR log for each application. • Perform integration testing of remediated TR/CR code enhancements prior to releasing for UAT. • Maintain and update system documentation as identified in each Work Order Assignment. |
| 2.7.1.7 | <p>Provide CAD Standards development and support:</p> <ul style="list-style-type: none"> • Provide business analysis and requirement gathering support for CAD Standard enhancements. |

| | |
|---------|---|
| | <ul style="list-style-type: none"> • Track current, proposed, or approved SHA CAD Standards. • Track items as Guidelines (recommended items) or Standard (required). • Capable of exporting standards to a MicroStation Settings Manager File or other equivalent. • Capable of interfacing with other databases to track changes. • Track the CAD Standards with compatibility with versions of MicroStation and other add on packages. • Troubleshoot problems encountered by clients using the CAD Standards. • Maintain and update CAD Standards documentation. • Provide support and training to all CAD users and their managers in divisions, offices, and districts throughout SHA and to their consultants in the use of the latest SHA CAD Standards on planning, design and maintenance projects. This is an ongoing effort with no projected completion date. • Provide support and training to CAD managers in divisions, offices, and districts throughout SHA to help them log and maintain change requests and participate in the revision and update to SHA CAD Standards. This is an ongoing effort with no projected completion date. • Provide support for the SHA CAD feature management program Integrated Design System Information Manager (IDSIM). The IDSIM provides version tracking and menu generation capabilities in support of the SHA CAD Standards and maintain the centralized server space for CAD feature tables and other component files. This is an ongoing effort with no projected completion date. • Maintain, update and enhance SHA’s CAD Standards to keep pace with user requests the use of engineering standards. This is an ongoing effort with no projected completion date. • Develop CAD productivity tools based upon assigned priority by the CAD Subcommittee and within budgetary limits. This is an ongoing effort with no projected completion date. • Coordinate the development of tools by Offices that use Innovative Design System (IDS) as a resource. This is an ongoing effort with no projected completion date. |
| 2.7.1.8 | <p>Provide Bentley ProjectWise (PW) implementation and support:</p> <ul style="list-style-type: none"> • Provide business analysis and requirement gathering support for PW enhancements. • Troubleshooting problems encountered by clients using PW. • Maintain and update PW documentation. • Provide end-user support and training to all SHA divisions, offices, and district offices throughout SHA and to their consultants in the use of the collaborative and document control PW technology. This is an ongoing effort with no projected completion date. • Provide software administration support and training to Information Processing (IP) reps in divisions, offices, and district offices throughout SHA to help them install and maintain the desktop client software on both Office Automation (OA) and CAD computers. This is an ongoing effort with no projected completion date. • Maintain, monitor and troubleshoot the PW servers: PW Application, PW Web, and PW Database to ensure they are operational during normal business hours daily and conduct maintenance operations during evening and weekend hours to the extent possible. This is an ongoing effort with no projected completion date. • Develop engineering information management productivity tools based upon assigned priority by the IDS Subcommittee and within budgetary limits granted. This is an ongoing effort with no projected completion date. |
| 2.7.1.9 | <p>Provide outreach and communication services</p> <ul style="list-style-type: none"> • Conduct Civil Support Day sessions to focus on questions and user issues with participation from software vendors and support personnel to the extent feasible. This is an ongoing effort with no projected completion date. |

| | |
|----------|---|
| | <ul style="list-style-type: none"> Develop and disseminate communication materials such as brochures, flyers, etc. This is an ongoing effort with no projected completion date. Coordinate outreach efforts associated with GIS, Document Management, and the Maintenance Management System. This is an ongoing effort with no projected completion date. |
| 2.7.1.10 | Perform development work at the TO Contractors location. Once a development sprint is ready for testing, TO Contractor shall coordinate with the SHA and assist with the installation of the testable code on SHA's testing server environment. |
| 2.7.1.11 | Deliver copies of all associated non-compiled source code at the delivery of each sprint. |
| 2.7.1.12 | Be responsible for On-Call support following production roll out of approved sprint. |
| 2.7.1.13 | Seek pre-approved by SHA of any third party software required in support of these applications. All licensing shall be transferable or licensed on behalf of SHA. |

2.7.2 TECHNICAL REQUIREMENTS

TO Contractor shall:

| ID # | Technical Requirements |
|---------|---|
| 2.7.2.1 | Comply with SHA approved software architecture in their development efforts. |
| 2.7.2.2 | Ensure the SHA Office of Information Technology is delivered copies of the application, database and web site in non-compiled native code at the completion of each approved system modification to the production environment. In addition to the native code, TO Contractor shall ensure the delivery of any third party modules or toolkits used in the construction of the application along with the transfer of appropriate licenses. |
| 2.7.2.3 | Develop system source code and executables using one of the following technologies: <ol style="list-style-type: none"> Visual Basic.NET, ASP.NET, C#.NET, Oracle 11g or latest SHA approved version SQL Server 2008 or latest SHA approved version |
| 2.7.2.4 | Develop data modeling using tools ERWIN and/or TOAD Data Modeler (files to be transferred to SHA upon acceptance). |

2.7.3 NON-FUNCTIONAL, NON-TECHNICAL REQUIREMENTS

TO Contractor shall:

| ID # | Non-Functional, Non-Technical Requirements |
|---------|--|
| 2.7.3.1 | Prepare/Update SHA approved documents using SDLC/Agile methodologies and facilitate review. |
| 2.7.3.2 | Document all appropriate project related artifacts and deliverables as specified in each work order assignment. |
| 2.7.3.3 | Set up and coordinate various meetings including prep minutes: <ul style="list-style-type: none"> Participate in internal/external SHA staff meetings as requested. |
| 2.7.3.4 | Perform any SHA approved system upgrades after 6:00 pm during the work week or any time on weekends unless otherwise approved by SHA. |
| 2.7.3.5 | Provide resources, if called upon, to provide training for end users and or System Administrators |

2.7.4 SERVICE LEVEL AGREEMENT

The table below defines SHA's proposed Service Level Agreement model. Master Contractors shall either agree with this SLA model or propose an alternative model for SHA to consider.

| Service Levels | Phone Response | On-Site Response | Response Availability | Comments |
|----------------|----------------|------------------|-----------------------|----------|
|----------------|----------------|------------------|-----------------------|----------|

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

2.7.5 WORK ORDER ASSIGNMENTS

Work Orders shall be issued under this TORFP to the three (3) TO Contractor(s) on a “round-robin” basis, starting with the highest ranked TO Contractor. Work Orders will be assigned to the TO Contractor(s) in the order of their ranking, with the highest ranked TO Contractor receiving the first Work Order, second highest ranked TO Contractor receiving the second Work Order, third highest ranked TO Contractor receiving the third Work Order, and the fourth Work Order cycling back to highest ranked TO Contractor again.

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

The TO Contractor shall develop an implementation plan according to the SHA approved direction resulting from these review sessions, complete the assignment and review and test the completed assignment with the customer prior to promotion to the testing or production environments located at SHA. Once the assignment is finished, the TO Contractor shall finalize any code documentation and submit to the SHA TO Manager. See Section 2.17.1 for actual Work Order Process.

2.7.6 HARDWARE, SOFTWARE, AND MATERIALS

There will be no Hardware, Software or Materials purchased under this Task Order. Most development work may occur at the TO Contractor facilities with the use of their own hardware and software in accordance to SHA’s IT Architecture.

2.8 DELIVERABLES

2.8.1 DELIVERABLE SUBMISSION PROCESS

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

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

2.8.2 DELIVERABLE DESCRIPTIONS / ACCEPTANCE CRITERIA

| ID | Deliverable Description | Acceptance Criteria | Due Date / Frequency |
|---|--|---|--|
| General Deliverable Requirement | | | |
| 2.8.2.1 | Deliverable A – Weekly Status Reports (See Attachment #14 for Template.) | A MS Word document that shall document: <ul style="list-style-type: none"> • Activities completed • Activities in progress • Next weeks planned activities • Activities on hold/issues • Activities requiring overtime • Action Items | Receipt by the next work day following the previous week’s last work day with specified content. |
| 2.8.2.2 | Deliverable B – Monthly Invoices | Contains content defined in Section 2.15.1 and accurately reflects time worked. | Receipt by the 10th day of each month with specified content. |
| 2.8.2.3 | Deliverable C – Monthly MBE Reports | Completed forms for D-5 and D-6 from Attachments in TORFP. | Receipt of Attachment 2 – Form D-5 by the 10 th day of each month with specified content and submitted with the monthly invoice. Receipt of Attachment 2 – Form D-6 by the 10th day of each month with specified content and submitted directly by the Subcontractor. |
| Deliverables required from Work Order Task Assignments | | | |
| 2.8.2.4 | Ancillary Documentation | Deliverable shall be an MS Office document. The contents of document will be defined for each work order. | As defined in each work order. See Section 2.17. |
| 2.8.2.5 | Ancillary Work Order Task Deliverable | Acceptance criteria for Work Order Task Deliverable will be defined in each Work Order. | As defined in each work order. See Section 2.17. |

2.9 REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES

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

- The State’s System Development Life Cycle (SDLC) methodology
- The State Information Technology Security Policy and Standards

- The State Information Technology Project Oversight
- The State of Maryland Enterprise Architecture
- The TO Contractor shall follow the project management methodologies that are consistent with the Project Management Institute's Project Management Body of Knowledge Guide. TO Contractor's staff and subcontractors are to follow a consistent methodology for all TO activities.

2.10 TO CONTRACTOR PERSONNEL EXPERTISE REQUIRED

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

2.11 TO CONTRACTOR MINIMUM QUALIFICATIONS

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

The Master Contractor shall propose a team of individuals that collectively shall possess the following minimum qualification. The team shall possess:

Required Experience

- 2 years of experience with Microsoft SQL Server 2008
- 2 years of experience with Microsoft SQL Reporting Server
- 2 years of experience with Oracle 10g or higher
- 2 years of experience with SMTP Calls
- 2 years of experience with FTP
- 2 years of experience with Microsoft Access 2003 or higher
- 2 years of experience with ASP.NET programming
- 2 years of experience with C#.NET programming
- 2 years of experience with VB.NET programming
- 2 year of experience with .NET Framework
- 2 years of experience with ESRI ArcGIS Software Suite and Web ADF
- 2 years of experience with Bentley MicroStation
- 2 years of experience with Bentley InRoads
- 2 years of experience with Bentley IPLOT
- 2 years of experience with Bentley ProjectWise
- 2 years of engineering experience
- 2 years of experience with Web Services
- 2 years of experience with Windows Server setup and configuration
- 1 year of experience in Cascading Style Sheets.
- 1 year of experience in Extensible Markup Language (XML)
- 1 year of experience in SSL
- 1 year of experience in Hardware and Software maintenance and upgrades
- 1 year of experience in latest IIS Security patches and threats,

2.12 PERFORMANCE EVALUATION

Master Contractor personnel will be formally evaluated by the TO Manger on a yearly basis for each assignment performed during that period. The established performance evaluation and standards are included as Attachment 15. Performance issues identified by the agency at any time and throughout the duration of the contract are subject to the mitigation process described in Section 2.13 below.

2.13 PERFORMANCE PROBLEM MITIGATION

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

2.14 SUBSTITUTION OF PERSONNEL

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

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

2.15 INVOICING

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

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

The TO Contractor shall submit monthly invoices for SHA/HISD approval and payment that coincide with the submission of the progress reports on or before the 10th day of the month. The invoices shall identify actual hours by each person assigned to the task order during the reporting period. Invoices shall be accompanied by timesheets and paid TO Contractor invoices documenting charges for labor in accordance with the TO Contractor price proposal for the Master Contract. Payment of invoices will be withheld if any required documentation is not submitted including without limitations Acceptance of Deliverable Form – Attachment 9.

Invoices and all required documentation shall reflect the first day of the month through the last day of the month, **only**. Any piece of documentation showing hours worked the days before or after any given documented month will be incorrect and the TO Contractor required to resubmit the entire package. Any documentation received after the 10th day of any month will be late. If the 10th of any month falls on a weekend, government holiday, or State of Maryland Service Reduction day, all documentation is due the last government business day prior.

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

2.15.1 INVOICE FORMAT

- A) A proper invoice shall identify SHA, labor category, associated TOA number and Title, date of invoice, period of performance covered by the invoice, the SHA issued BPO Number and a TO Contractor point of contact with telephone number.
- B) The TO Contractor shall send the original of each invoice and supporting documentation (itemized billing reference for employees, including detail of work) to:
 - i. E-Mail: **Chenderson1@sha.state.md.us**
 - ii. The Task Order Project Manager's name **must** be shown on the E-mail Subject Line
- C) Invoices for final payment shall be clearly marked as "FINAL" and submitted when all work

requirements have been completed and no further charges are to be incurred under the TOA. In no event shall any invoice be submitted later than 60 calendar days from the TOA termination date.

2.16 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 10th day of each month. The TO Contractor shall provide a completed MBE Participation form (Attachment 2, Form D-5) to SHA Office of Highway Development at the same time the invoice copy is sent. The TO Contractor shall ensure that each MBE Subcontractor provides a completed MBE Participation Form (Attachment 2, Form D-6). Subcontractor reporting shall be sent directly from the subcontractor to SHA Office of Highway Development. SHA Office of Highway Development will monitor both the TO Contractor's efforts to achieve the MBE participation goal and compliance with reporting requirements. The TO Contractor shall email all completed forms, copies of invoices and checks paid to the MBE directly to the TO Procurement Officer and TO Manager.

2.17 WORK ORDER ASSIGNMENTS

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

SHA shall issue a Work Order (Attachment 16) assignment to the TO Contractor identifying the scope and restrictions of the effort to be completed. A Work Order could include, but is not limited to, small additions or enhancements to the OHD's applications, the development of new applications or other defined support services. The TO Contractor shall review and provide an estimate of the cost using hours and rates based upon the approved labor categories rates to complete the assignment. When the TO Contractor estimate is approved by the TO Manager, the TO Contractor shall attend a minimum of one (1) review session to collect the pertinent requirements associated with the assignment and provide an updated Work Order estimate if required. The TO Contractor shall be responsible for developing a requirements definition resulting from the review session(s), as a vehicle to verify, document, and maintain the results of each session.

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

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

2.17.1 WORK ORDER PROCESS

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

- 1) The TO Manager shall email a Work Order request to the TO Contractor via the Work Order. The request may include:
 - a. technical requirements and description of the services needed;
 - b. performance objectives and/or deliverables, as may be applicable;
 - c. due date and time for submitting a response to the request;
 - d. performance testing period; and
 - e. other specific information as requested from the TO Contractor.
- 2) The TO Contractor shall respond by email to the TO Manager to the Work order. The TO Contractor shall e-mail a response to the TO Manager within the specified time and include at a minimum:
 - a. a response that details the TO Contractor's understanding of the requirement/work;

- b. a description of the proposed work plan in narrative format including time schedules, and if required a WBS chart. This description shall include a schedule of resources including proposed subcontractors and related tasks, including an explanation of how tasks will be completed.
 - c. Identification of those activities or phases that can be completed independently or simultaneously versus those that must be completed before another activity or phase can commence.
 - d. The personnel resources, including those of SHA and subcontractors, and estimated hours to complete the task.
- 3) The TO Manager will review the response and will either approve the work or contact the TO Contractor to obtain additional information, clarification or revision to the work.
- 4) Once satisfied, the TO Manager will then email the TO Contractor with approval to proceed. If the TO Contractor and TO Manager cannot reach an agreement on the Work Order, TO Manager may assign to next TO Contractor in line for work.

SECTION 3 - TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1 REQUIRED RESPONSE

Each Master Contractor receiving this CATS II TORFP must respond within the submission time designated in the Key Information Summary Sheet. Each Master Contractor is required to submit one of two possible responses: 1) a proposal; or 2) a completed Master Contractor Feedback Form. The feedback form helps the State understand for future contract development why Master Contractors did not submit proposals. The form is accessible via the CATS 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. A TO Proposal shall contain the following sections in order:

3.2.1 TECHNICAL PROPOSAL

A) Proposed Services

- 1) Executive Summary: A high level overview of the Master Contractor's understanding of the background, purpose, and objectives of the TORFP. The Executive Summary shall summarize the Master Contractor's capabilities and experience for achieving the objectives of the TORFP.
- 2) Assumptions: A description of any assumptions formed by the Master Contractor in developing the Technical Proposal. Master Contractors shall avoid assumptions that counter or constitute exceptions to TORFP terms and conditions.

B) Proposed Personnel

- 1) Identify and provide resumes for all proposed personnel by labor category. The resume shall feature prominently the proposed personnel's skills and experience as they relate to the Master Contractor's proposed solution and Section 2 – Scope of Work.
- 2) Document that all proposed personnel meet the minimum required qualifications listed in Section 2.11.
- 3) Provide the names and titles of the Master Contractor's management staff who will supervise the personnel and quality of services rendered under this TOA.
- 4) Complete and provide with the proposal submission, Attachment 5 – Labor Classification Personnel Resume Summary.

C) MBE Participation

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

D) Subcontractors

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

E) Master Contractor and Subcontractor Experience and Capabilities

- 1) Provide up to three examples of projects or contracts the Master Contractor has completed that were similar to Section 2 - Scope of Work. Each example must include contact information for the client organization complete with the following:
 - a) Name of organization.
 - b) Point of contact name, title, and telephone number
 - c) Services provided as they relate to Section 2 - Scope of Work.

- d) Start and end dates for each example project or contract (Include MM/YY – MM/YY; Example 06/11 – 08/12). If the Master Contractor is no longer providing the services, explain why not.
- 2) State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any entity of the State of Maryland. For each identified contract, the Master Contractor shall provide:
 - a) Name of organization.
 - b) Point of contact name, title, and telephone number
 - c) Services provided as they relate to Section 2 - Scope of Work.
 - d) Start and end dates for each example project or contract (Include MM/YY – MM/YY; Example 06/11 – 08/12). If the Master Contractor is no longer providing the services, explain why not.
 - e) Dollar value of the contract.
 - f) Whether the contract was terminated before the original expiration date.
 - g) Whether any renewal options were not exercised.

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

- F) Proposed Facility
 - 1) Identify Master Contractor's facilities, including address, from which any work will be performed.
- G) State Assistance
 - 1) Provide an estimate of expectation concerning participation by State personnel.
- H) Confidentiality
 - 1) A Master Contractor shall give specific attention to the identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, shall not be disclosed by the State under the Public Information Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland. Master Contractor is advised that, upon request for this information from a third party, the TO Procurement Officer will be required to make an independent determination regarding whether the information may be disclosed.

3.2.2 FINANCIAL RESPONSE

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

SECTION 4 – TASK ORDER AWARD PROCESS

4.1 OVERVIEW

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

4.2 TECHNICAL PROPOSAL EVALUATION CRITERIA

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

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

4.3 SELECTION PROCEDURES

- A) TO Proposals will be assessed throughout the evaluation process for compliance with the minimum qualifications in Section 2.11 and quality of responses to Section 3.2.1 of the TORFP. TO Proposals deemed technically qualified will have their financial proposal considered. All others will be deemed not reasonably susceptible to award and will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.
- B) The State will conduct oral presentation for each TO Proposal that meets minimum qualifications.
- D) Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.
- J) The most advantageous TO Proposal offer(s) considering technical and financial submission shall be selected for the work assignment(s) issued via Work Order process defined in Section 2.17.1. Work will be issued under this TORFP to the awarded Master Contractors on a "round-robin" basis starting with the highest ranked Master Contractor. In making this selection technical merit has greater weight than price.

4.4 COMMENCEMENT OF WORK UNDER A TOA

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

ATTACHMENT 1 – PRICE PROPOSAL

FOR CATS II TORFP # J02B2400026

| Labor Categories | A | B | C |
|---|-------------------|----------------------------------|------------------------------------|
| | Hourly Labor Rate | Total Class Hours | Total Proposed CATS II TORFP Price |
| (The Master Contractor to insert proposed labor categories to provide services for all requirements of this TORFP J02B2400026 SHA Highway Development IT Program Support and Maintenance) | | | |
| Year 1 (NTP – May 31, 2013) | | | |
| Name of Resource # 1 – Labor Category | \$ | 2000 | \$ |
| Name of Resource # 2 – Labor Category | \$ | 2000 | \$ |
| Name of Resource # 3 – Labor Category | \$ | 2000 | \$ |
| Name of Resource # 4 – Labor Category | \$ | 2000 | \$ |
| Name of Resource # 5 – Labor Category | \$ | 2000 | \$ |
| | | Total Labor Cost Year 1 = | \$ |
| Year 2 (June 1, 2013 – May 31, 2014) | | | |
| Name of Resource # 1 – Labor Category | \$ | 2000 | \$ |
| Name of Resource # 2 – Labor Category | \$ | 2000 | \$ |
| Name of Resource # 3 – Labor Category | \$ | 2000 | \$ |
| Name of Resource # 4 – Labor Category | \$ | 2000 | \$ |
| Name of Resource # 5 – Labor Category | \$ | 2000 | \$ |
| | | Total Labor Cost Year 2 = | \$ |
| Total Evaluated Price | | | \$ |

Authorized Individual Name

Company Name

Title

Company Tax ID #

The Hourly Labor Rate is the actual rate the State will pay for services and must be recorded in dollars and cents. The Hourly Labor Rate cannot exceed the Master Contract Rate, but may be lower. Rates must include all direct and indirect costs and profit for the Master Contractor to perform under the TOA.
(Fully loaded hourly rates)

SUBMIT AS A .PDF FILE WITH THE FINANCIAL RESPONSE

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

CATS II TORFP # J02B2400026

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

1. As the TO Contractor, you have entered into a TO Agreement with the State of Maryland. As such, your company/firm is responsible for successful completion of all deliverables under the contract, including your commitment to making a good faith effort to meet the MBE participation goal(s) established for TORFP. Part of that effort, as outlined in the TORFP, includes submission of monthly reports to the State regarding the previous month's MBE payment activity. Reporting forms D-5 (TO Contractor Paid/Unpaid MBE Invoice Report) and D-6 (Subcontractor Paid/Unpaid MBE Invoice Report) are attached for your use and convenience.
2. The TO Contractor must complete a separate Form D-5 for each MBE subcontractor for each month of the contract and submit one copy to each of the locations indicated at the bottom of the form. The report is due no later than the 15th of the month following the month that is being reported. For example, the report for January's activity is due no later than the 15th of February. With the approval of the TO Manager, the report may be submitted electronically. Note: Reports are required to be submitted each month, regardless of whether there was any MBE payment activity for the reporting month.
3. The TO Contractor is responsible for ensuring that each subcontractor receives a copy (e-copy of and/or hard copy) of Form D-6. The TO Contractor shall make sure that the subcontractor receives all the information necessary to complete the form properly, i.e., all of the information located in the upper right corner of the form. It may be wise to customize Form D-6 (upper right corner of the form) for the subcontractor the same as the Form D-5 was customized by the TO Manager for the benefit of the TO Contractor. This will help to minimize any confusion for those who receive and review the reports.
4. It is the responsibility of the TO Contractor to make sure that all subcontractors submit reports no later than the 15th of each month, regardless of whether there was any MBE payment activity for the reporting month. Actual payment data is verified and entered into the State's financial management tracking system from the subcontractor's D-6 report only. Therefore, if the subcontractor(s) do not submit their D-6 payment reports, the TO Contractor cannot and will not be given credit for subcontractor payments, regardless of the TO Contractor's proper submission of Form D-5. The TO Manager will contact the TO Contractor if reports are not received each month from either the TO 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. J02B2400026, I affirm the following:

1. I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of [] percent and, if specified in the TORFP, sub-goals of [] percent for MBEs classified as African American-owned and [] 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 [] 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 J02B2400026 | |
| List Information For Each Certified MBE Subcontractor On This Project | |
| Minority Firm Name | MBE Certification Number |
| Work To Be Performed/SIC | |
| Percentage of Total Contract | |
| Minority Firm Name | MBE Certification Number |
| Work To Be Performed/SIC | |
| Percentage of Total Contract | |
| Minority Firm Name | MBE Certification Number |
| Work To Be Performed/SIC | |
| Percentage of Total Contract | |

USE ATTACHMENT D-2 CONTINUATION PAGE AS NEEDED

SUMMARY

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

Document Prepared By: (please print or type)

Name: _____ Title: _____

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 2

MINORITY BUSINESS ENTERPRISE PARTICIPATION SCHEDULE (CONTINUED)

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

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 3

OUTREACH EFFORTS COMPLIANCE STATEMENT

In conjunction with the bid or offer submitted in response to TORFP # J02B2400026, I state the following:

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

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

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

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

(DESCRIBE EFFORTS)

 This project does not involve bonding requirements.

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

Offeror Name

By: _____
Name

Address

Title

Date

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

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 4

SUBCONTRACTOR PROJECT PARTICIPATION STATEMENT

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

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

conjunction with TORFP No. J02B2400026, it and _____,
(Subcontractor Name)

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

(Describe work to be performed by MBE):

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

By:

By:

Prime Contractor Signature

Subcontractor Signature

Name

Name

Title

Title

Date

Date

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

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 5

MINORITY BUSINESS ENTERPRISE PARTICIPATION TO CONTRACTOR PAID/UNPAID INVOICE REPORT

| | |
|--|--|
| Report #: _____ Reporting Period (Month/Year): _____ Report is due by the 15th of the following month. | CATS II TORFP #J02B2400026 Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____ |
|--|--|

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

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

Return one copy of this form to the following address:

| | |
|---|--|
| Carl Henderson Office of Highway Development State Highway Administration 707 N. Calvert Street C-102 Baltimore MD 21202 Email: chenderson@sha.state.md.us | Earle Beale, D/MBE Manager Office of Equal Opportunity State Highway Administration 211 E. Madison Street, MLL3 Baltimore, MD 21202 Email: ebeale@sha.state.md.us |
|---|--|

Signature: _____ Date: _____

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 6

MINORITY BUSINESS ENTERPRISE PARTICIPATION SUBCONTRACTOR PAID/UNPAID INVOICE REPORT

| | | |
|--|--|-----------------------|
| Report #: _____ Reporting Period (Month/Year): __/_____ Report Due By the 15th of the following Month. | CATS II TORFP #J02B2400026 Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____ | |
| MBE Subcontractor Name: _____ | | |
| MDOT Certification #: _____ | | |
| Contact Person: _____ | | |
| Address: _____ | | |
| City: _____ | State: _____ | ZIP: _____ |
| Phone: _____ | FAX: _____ | |
| Subcontractor Services Provided: _____ | | |
| List all payments received from Prime TO Contractor during reporting period indicated above. 1. _____ 2. _____ 3. _____ Total Dollars Paid: \$ _____ | List dates and amounts of any unpaid invoices over 30 days old. 1. _____ 2. _____ 3. _____ Total Dollars Unpaid: \$ _____ | |
| Prime TO Contractor: _____ | | Contact Person: _____ |

Return one copy of this form to the following address:

| | |
|---|--|
| Carl Henderson Office of Highway Development State Highway Administration 707 N. Calvert Street C-102 Baltimore MD 21202 Email: chenderson@sha.state.md.us | Earle Beale, D/MBE Manager Office of Equal Opportunity State Highway Administration 211 E. Madison Street, MLL3 Baltimore, MD 21202 Email: ebeale@sha.state.md.us |
|---|--|

Signature: _____ Date: _____

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

ATTACHMENT 3 – TASK ORDER AGREEMENT

CATS II TORFP# J02B2400026 OF MASTER CONTRACT #060B9800035

This Task Order Agreement (“TO Agreement”) is made this day of Month, 20 by and between Task Order Contractor (TO Contractor) and the STATE OF MARYLAND, SHA Office of Highway Development.

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

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
 - a. “Agency” means the SHA Office of Highway Development, as identified in the CATS II TORFP # J02B2400026.
 - b. “CATS II TORFP” means the Task Order Request for Proposals # J02B2400026, dated MONTH DAY, YEAR, including any addenda.
 - c. “Master Contract” means the CATS II Master Contract between the Maryland Department of Information Technology and TO Contractor dated _____.
 - d. “TO Procurement Officer” means TO Procurement Officer. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
 - e. “TO Agreement” means this signed TO Agreement between SHA Office of Highway Development and TO Contractor.
 - f. “TO Contractor” means the CATS II Master Contractor awarded this TO Agreement, whose principal business address is _____.
 - g. “TO Manager” means Carl Henderson of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
 - h. “TO Proposal - Technical” means the TO Contractor’s technical response to the CATS II TORFP dated date of TO Proposal – Technical.
 - i. “TO Proposal – Financial” means the TO Contractor’s financial response to the CATS II TORFP dated date of TO Proposal - Financial.
 - j. “TO Proposal” collectively refers to the TO Proposal – Technical and TO Proposal – Financial.
2. Scope of Work
 - 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supersede the Master Contract.
 - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS II TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
 - a. The TO Agreement,
 - b. Exhibit A – CATS II TORFP
 - c. Exhibit B – TO Proposal-Technical
 - d. Exhibit C – TO Proposal-Financial

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

3. Time for Performance

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS II TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of _____, 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 the **Agency TO Manager unless otherwise specified herein**.

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

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

TO Contractor Name

By: Type or Print TO Contractor POC

Date

Witness: _____

STATE OF MARYLAND, SHA Office of Highway Development

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

Date

Witness: _____

ATTACHMENT 4 – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

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

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

Date: _____ By: _____

(Authorized Representative and Affiant)

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 5 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY

INSTRUCTIONS:

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

For example: If you propose John Smith, who is your subcontractor, and you believe he meets the requirements of the Group Facilitator, you will complete the top section of the form by entering John Smith's name and the subcontractor's company name. You will then complete the right side of the Group Facilitator form documenting how the individual meets each of the requirements. Where there is a time requirement such as three months experience, you must provide the dates from and to (Include MM/YY – MM/YY; Example 06/11 – 08/12) showing an amount of time that equals or exceeds mandatory time requirement; in this case, three months.

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

ATTACHMENT 6 – DIRECTIONS

TO THE PRE-TO PROPOSAL CONFERENCE

Driving directions for MDOT Headquarters

7201 Corporate Center Dr.

Hanover, Md. 21076

To be Determined prior to solicitation

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

From the South

From I-97 take MD 100 West to MD 170 North. Take MD 170 North to Stoney Run. Take the ramp that veers to the right. Make a left at the top of the ramp and cross over MD 170. Proceed to the next light this will be the New Ridge Road intersection, turn right Corporate Center Drive begins. MDOT Headquarters is $\frac{3}{4}$ mile on the right side of the road. Visitor parking is to the left.

From the North

From I-95 or BW Parkway take I-195 to MD 170 South to Stoney Run. Turn left at the light. Make a left at the top of the ramp and cross over MD 170. Proceed to the next light this will be the New Ridge Road intersection, turn right Corporate Center Drive begins. MDOT Headquarters is $\frac{3}{4}$ mile on the right side of the road. Visitor parking is to the left.

Marc Train Service

Ride the Marc Penn Line Train from both the South and North and exit at the BWI Marc Train Station. When you exit the train follow directions to the crossover (tracks) and you will find an exit door on the second floor leading to a pedestrian bridge. This pedestrian bridge will carry you (1600 ft.) to MDOT

Light Rail Service

Ride the light rail from the North to the BWI Airport Station. There is shuttle service from the BWI Airport to BWI Marc Train Station. Take the crossover (tracks) and on the second floor there is an exit to the Pedestrian Bridge for MDOT. This pedestrian bridge will carry you (1600 ft.) to MDOT

ATTACHMENT 7 – NOTICE TO PROCEED

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS II Task Order Agreement #J02B2400026

Dear TO Contractor Contact:

This letter is your official Notice to Proceed as of Month Day, Year, for the above-referenced Task Order Agreement. Carl Henderson of the SHA Office of Highway Development will serve as your contact person on this Task Order. Carl Henderson can be reached at 410-545-8949 and chenderson@sha.state.md.us.

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

Sincerely,

Carl Henderson
Task Order Manager

Enclosures (2)

cc: Bryan Walker, Task Order Procurement Officer
Procurement Liaison Office, Department of Information Technology
Project Management Office, Department of Information Technology

ATTACHMENT 8 – AGENCY RECEIPT OF DELIVERABLE FORM

I acknowledge receipt of the following:

TORFP Title: SHA Highway Development IT Programs Business Services

TO Agreement Number: #J02B2400026

Title of Deliverable: _____

TORFP Reference Section # _____

Deliverable Reference ID # _____

Name of TO Manager: Carl Henderson

TO Manager Signature

Date Signed

Name of TO Contractor's Project Manager: _____

TO Contractor's Project Manager Signature

Date Signed

SUBMIT AS REQUIRED IN THE TORFP.

ATTACHMENT 9 – AGENCY ACCEPTANCE OF DELIVERABLE FORM

Agency Name: SHA Office of Highway Development

TORFP Title: SHA Highway Development IT Programs Business Services

TO Manager: Carl Henderson, 410-545-8949

To:

The following deliverable, as required by TO Agreement #J02B2400026, has been received and reviewed in accordance with the TORFP.

Title of deliverable: _____

TORFP Contract Reference Number: Section # _____

Deliverable Reference ID # _____

This deliverable:

Is accepted as delivered.

Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

TO Manager Signature

Date Signed

ISSUED BY THE TO MANAGER AS REQUIRED IN THE TORFP.

ATTACHMENT 10 – NON-DISCLOSURE AGREEMENT (OFFEROR)

This Non- Disclosure Agreement (the "Agreement") is made this ___ day of _____ 20___, 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 #J02B2400026 for SHA Highway Development IT Programs Business Services. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to _____. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information described above, the OFFEROR agrees as follows:

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

OFFEROR: _____ BY: _____
NAME: _____ TITLE: _____
ADDRESS: _____

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

ATTACHMENT 11 – NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made as of this ____ day of _____, 20____, by and between the State of Maryland (“the State”), acting by and through its SHA Office of Highway Development (the “Department”), and _____ (“TO Contractor”), a corporation with its principal business office located at _____ and its principal office in Maryland located at _____.

RECITALS

WHEREAS, the TO Contractor has been awarded a Task Order Agreement (the “TO Agreement”) for SHA Highway Development IT Programs Business Services TORFP No. J02B2400026 dated _____, (the “TORFP” issued under the Consulting and Technical Services procurement issued by the Department, Project Number 060B9800035; and

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

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

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

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

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

TO Contractor/TO Contractor's Personnel:

SHA Office of Highway Development:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

EXHIBIT A

**TO CONTRACTOR'S EMPLOYEES AND AGENTS WHO WILL BE GIVEN
ACCESS TO THE CONFIDENTIAL INFORMATION**

Printed Name and Address
of Employee or Agent

Signature

Date

ATTACHMENT 12 – 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 with the TO number in the subject line.

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

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

D) Is the change management procedure being followed?

Yes No (If no, explain why) _____

ATTACHMENT 13 – LIVING WAGE AFFIDAVIT OF AGREEMENT

Contract No. _____

Name of Contractor _____

Address _____

City _____ State _____ Zip Code _____

If the Contract is Exempt from the Living Wage Law

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

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

If the Contract is a Living Wage Contract

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

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

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

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

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____ Title: _____

Witness Name (Typed or Printed): _____

Witness Signature & Date: _____

Attachment 14 – Sample Status Report

SHA Highway Development IT Programs Business Services Task Order

| | |
|---|---------------------------------|
| Week Ending: | Date: |
| Report Prepared by: | Task Number: J02B2400026 |
| TO Contractor: | |
| Task Name: SHA Highway Development IT Programs Business Services | |

| Name | Labor Category | Hours Expended for the Week | Cumulative Hours Expended |
|------|----------------|-----------------------------|---------------------------|
| | | | |
| | | | |
| | | | |

ACTIVITIES COMPLETED:

Resource 1 Name:

Project 1 or Task 1: (Hours spent)

- Subtasks of project or task.

Project 2 or Task 2: (Hours spent)

- Subtasks of project or task.

Resource 2 Name:

Project 1 or Task 1: (Hours spent)

- Subtasks of project or task.

Project 2 or Task 2: (Hours spent)

- Subtasks of project or task.

ACTIVITIES IN PROGRESS:

Resource 1 Name:

- Activity

Resource 2 Name:

- Activity

NEXT WEEK'S PLANNED ACTIVITIES:

Resource 1 Name:

- Activity

Resource 2 Name:

- Activity

ACTIVITIES ON HOLD/ISSUES:

Resource 1 Name:

- Activity / Issue

Resource 2 Name:

- Activity / Issue

ACTIVITIES REQUIRING OVERTIME AND TIME USED:

| Resource | Date | Hours | Comments |
|----------|------|-------|----------|
| | | | |
| | | | |

ACTION ITEMS:

| Resource | Item | Status | Comments |
|----------|------|--------|----------|
| | | | |
| | | | |

ATTACHMENT 15 – Performance Evaluation

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

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

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

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

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

| INTERPERSONAL RELATIONSHIPS (Continued) | Evaluation | | | | |
|---|---|---|---|--|---|
| | Far Exceeds Standards | Exceeds Standards | Meets Standards | Below Standards | Far Below Standards |
| Tact | | | Consistently polite, respectful of others; considers the viewpoints of others; has a positive effect on people | Marginally polite and respectful; reluctantly considers the viewpoint of others | Rude and disrespectful; infrequently considers viewpoint of others; has a negative effect on people |
| Adaptability To Change | 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 |
| Meeting Targets & Timetables | Performs at levels better than targets; early with timetables and deadlines | Always meets targets, timetables and deadlines; always prompt and prepared for meetings and other scheduled events | Consistently meets targets, timetables and deadlines; consistently prompt and prepared for meetings and other scheduled events | Inconsistent in meeting targets, timetables <u>or</u> deadlines; inconsistent in promptness <u>or</u> preparation for meetings <u>or</u> other scheduled events | Frequently does not meet targets, timetables, <u>or</u> deadlines; frequently lacks promptness <u>or</u> preparation for meetings <u>or</u> other scheduled events |

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

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

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

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

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

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

Attachment 16 – Sample Work Order

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