



CONSULTING AND TECHNICAL SERVICES II (CATS II)

TASK ORDER REQUEST FOR PROPOSALS (TORFP)

PROJECT MANAGEMENT RESOURCES

CATS II TORFP # J02B9200075

Maryland Department of Transportation (MDOT)

State Highway Administration (SHA)

ISSUE DATE: OCTOBER 7, 2010

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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.

TORFP Title:	Project Management Resources
Functional Area:	Functional Area 10 - IT Management Consulting Services
TORFP Issue Date:	10/07/2010
Closing Date and Time:	11/01/2010 @ 2:00 P.M.
TORFP Issuing Agency:	Maryland Department of Transportation (MDOT) State Highway Administration (SHA) Office of Information Technology (OIT)
Send Questions and Proposals to:	Joy Abrams: jabrams@mdot.state.md.us
TO Procurement Officer:	Joy Abrams Office Phone Number: 410-865-1130 Office FAX Number: 410-865-1388
TO Manager:	Brian B. Alula Office Phone Number: 410-545-8655 Office FAX Number: 410-209-5051
TO Project Number:	J02B9200075
TO Type:	Time and Material
Period of Performance:	January 1, 2011/NTP through May 31 st , 2014
MBE Goal:	30 percent
Small Business Reserve (SBR):	NO
Primary Place of Performance:	SHA, 707 N. Calvert St., Baltimore, MD 21202
State Furnish Work Site and/or Access to Equipment, Facilities or Personnel:	Desk, chair, phone and networked PC
TO Pre-proposal Conference:	10/18/2010 @ 9:00 A.M. (See Attachment 6 for directions) MDOT Headquarters, TBD 7201 Corporate Center Dr. Hanover, Md. 21076 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, a Master Contractor will be selected to conduct the work defined in Section 2 - Scope of Work. A specific TOA, Attachment 3, will then be entered into between the State and the selected Master Contractor, which will bind the selected Master Contractor (Master 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 (version 2007 or older). **Please note that the MDOT system has an 8mb limit on email transmissions.** The "subject" line in the e-mail submission shall state the TORFP #J02B9200075. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS II TORFP #J02B9200075 Technical". The second file will be the financial response to this CATS II TORFP and titled, "CATS II TORFP #J02B9200075 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

Only resources proposed by the Master Contractor shall be interviewed. Therefore, the Master Contractor is not required to attend. 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 responding to this TORFP containing an MBE goal shall complete, sign, without edits, and submit all required MBE documentation (TO Attachments D-1 (Certified MBE Utilization and Fair Solicitation Affidavit) and D-2 (MBE Participation Schedule) at the time of TO proposal submission. Failure to do so will result in the State's rejection of the Master Contractor's proposal to the TORFP.

1.6 CONFLICT OF INTEREST

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

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

1.7 NON-DISCLOSURE AGREEMENT

Certain system documentation may be available for potential Offerors to review at a reading room at 707 N. Calvert Street. 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 Master Contractor awarded the TOA in order to fulfill the requirements of the TOA. The Master Contractor, employees and agents who review such documents will be required to sign, including but not limited to, a Non-Disclosure Agreement (Master 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

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 Master Contractor Self-Reporting Checklist. DoIT will send initial checklists out to applicable Master Contractors approximately three months after the award date for a TO. The Master 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 Master Contractor shall update and resend the checklist to DoIT.

SECTION 2 - SCOPE OF WORK

2.1 PURPOSE

The Maryland Department of Transportation (MDOT), on behalf of State Highway Administration (SHA) Office of Information Technology (OIT) is issuing this CATS TORFP to obtain project management services of a minimum of three (3) qualified individuals to lead a number of Information Systems (IS) project initiatives.

SHA shall award this task order to one Master Contractor that proposes a team of individual resources that can best satisfy the Task Order requirements. This team of resources may be required to work at SHA Headquarters, 707 N. Calvert Street, Baltimore, MD 21202. 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 State Highway Administration 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 State Highway Administration Business Plan is available online at:

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

2.3 MANAGEMENT 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.
- *TO Manager* – SHA representative responsible for managing the day to day activities of the TO including the direct supervision of the on-site Contractor personnel. The TO Manager will also be responsible for preparing the TO solicitation, review and approval of proposed change orders, review and approval of proposed substitution of personnel, reviewing and approving invoices and monitoring and reporting Contractor personnel performance.
- *Master Contractor Key Management Personnel* – Representative of the Master Contractor who oversee their personnel assigned under this TO. This representative will be the point of contact for managing and correcting any disputes related to this TO. This representative will also be responsible for the preparation and submittal of invoices by the due date defined in this TO as well as any other correspondence relating to this TO and its activities.

2.4 PROJECT BACKGROUND

The SHA Office of Information Technology (OIT) recognizes that Information Systems development and enhancement efforts must be well-managed in order to meet the needs of the business areas and to be accomplished on-time and within budget. The OIT has a backlog of requests for new systems, for enhancements and for maintenance to existing systems. The objective of this Task Order RFP initially is to acquire the services of at least three (3) qualified individuals who will work with OIT staff at their Headquarters Complex (707 N. Calvert St., Baltimore, Maryland) to perform Information Systems project management functions.

2.5 PROFESSIONAL DEVELOPMENT

Technology and software products continuously change. The Master Contractor must ensure continuing education opportunities for the personnel provided. This education would 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 Master Contractor. SHA will not cover any costs associated with the professional development of the Master Contractor personnel.

In addition to the Master Contractor resource professional development training, each Master 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, will be required to take the following four (4) MANDATORY TRAINING COURSES given to all SHA employees and onsite contractors:

- ADA Awareness
- Diversity Awareness
- Sexual Harassment Awareness
- Workplace and Domestic Violence Awareness

This MANDATORY TRAINING must be completed within thirty (30) days of the on-site Master Contractor resource’s start date at the SHA facility (and/or project site) or within thirty (30) days from the course being available electronically online from SHA’s internal network. Failure to complete this training within the thirty (30) day period will be grounds for termination.

Each on-site Master Contractor resource will 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 Master Contractor resource must print the certificate and give a copy to the TO Manager as record of completion. The on-site Master Contractor resource should also forward a copy of their training certificates to the Master Contractor for their contract management records.

The Master 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 8 to 16 hours and will be available on-line from SHA’s internal network. There will be no cost for materials or the training course itself.

2.6 REQUIREMENTS

2.6.1 FUNCTIONAL / BUSINESS REQUIREMENTS

ID #	Functional / Business Requirements
2.6.1.1	<p>Provide IT Project management support :</p> <ul style="list-style-type: none"> · Manage business-related IT projects already underway to implement web based systems, Example projects include, but are not limited to: online transaction processing, inventory management, financial controls, credit card processing, cash flow estimation and MBE compliance on SHA contracts, Customer Care Management Systems, IT infrastructure, various SHA business tracking systems, Learning management systems,. (Note that these are examples only). · Manage new and/or existing projects to re-platform and/or re-engineer from existing client/server architectures to Web-based or Software as a Service (SaaS) platforms.

	<ul style="list-style-type: none"> Manage on-going maintenance and enhancement efforts for existing applications
2.6.1.2	Provide Business analysis & requirement gathering support
2.6.1.3	Provide customer relationship liaison support: <ul style="list-style-type: none"> Manage a team composed of SHA subject matter experts and vendor resources confirming functional requirements, data requirements, security requirements, defining interfaces, establishing test plans,, communications plans, project plans, project schedules & risk management plans. Facilitate stakeholder processes in eliciting and documenting requests for new systems. Foster a collaborative communications amongst all project stakeholders geared toward the successful execution of IT projects and the implementation of IT systems.

2.6.2 NON-FUNCTIONAL, NON-TECHNICAL REQUIREMENTS

2.6.2.1	Prepare documents using SDLC/Agile methodologies & facilitate review : <ul style="list-style-type: none"> Manage a team composed of SHA subject matter experts and vendor resources confirming functional requirements, data requirements, security requirements, defining interfaces, establishing test plans,, communications plans, project plans, project schedules and risk management plans - Document all appropriate project related artifacts and deliverables.
2.6.2.2	Set up and coordinate various meetings including prep minutes: <ul style="list-style-type: none"> Participate in internal/external SHA staff meetings as requested.
2.6.2.3	Assist in product evaluation
2.6.2.4	Assist in research effort supporting project management

2.7 PREMISES AND OPERATIONAL SECURITY POLICY

Prior to commencement of work, Master Contractor employees and subcontractors to be assigned to perform work under the resulting Contract shall be required to submit background check certification to MDOT from recognized Law Enforcement Agencies, including the FBI. Master Contractor shall be responsible for ensuring that its employees’ and subcontractors’ background check certifications are renewed annually, and at the sole expense to the Master Contractor. MDOT reserves the right to disqualify any Master Contractor employees or subcontractors whose background checks suggest conduct, involvements, and/or associations that MDOT determines, in its sole discretion, may be inconsistent with the performance and/or security requirements set forth in this RFP. MDOT reserves the right to perform additional background checks on Master Contractor and subcontractor employees.

Further, Master Contractor employees may be subject to random security checks during entry and leaving State secured areas. The State reserves the right to require Master Contractor employees to be accompanied while in secured premises.

Master Contractor employees shall, while on State premises, display their State issued identification cards without exception.

Master Contractor shall require its employees to follow the State of Maryland and Maryland Transportation Information Technology Security Policy and Standards throughout the term of the Contract.

The State reserves the right to request that the Master Contractor submit proof of employment authorization of non-United States Citizens, prior to commencement of work under the resulting Contract.

Master Contractor shall remove any employee from working on the resulting Contract where the State of Maryland provides evidence to the Master Contractor that said employee has not adhered to the security requirements specified herein.

Resources proposed to perform services for MAA must be capable of qualifying for and obtaining a BWI Airport Security badge to include US Customs Seal and Transportation Identifications. Resources proposed to perform services for MPA must comply with all MPA security requirements.

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

2.8 WORK HOURS

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

- A) The Master Contractor's assigned personnel will work an eight-hour day (hours to be approved by the TO Manager), Monday through Friday except for State holidays (including but not limited to Service Reduction Days or mandatory State Furlough Days). Once assigned, and personnel have demonstrated an understanding of the SHA infrastructure & programs, they may also be required to participate in a rotating emergency on-call schedule, providing non-business hours support.
- B) Services may also involve some evening and/or weekend hours performing planned system upgrades in addition to core business-day hours. Hours performing system upgrades support would be billed on actual time worked at the rates proposed.

In the event of a reduction in State revenues and a subsequent reduction in allocated budget, the Master Contractor personnel will be required to participate in the State mandated Service Reduction Days as well as State Furlough Days. In this event, the TO Master Contractor will be notified in writing by the TO Contract Manager of these details. In addition to the Service Reduction Days and Furlough Days, the Master Contractor may also be requested to restrict the number of hours the Master 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.

2.9 REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES

The Master 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 Master 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
- SHA Project Management Standards
- The Master Contractor shall follow the project management methodologies that are consistent with the Project Management Institute’s Project Management Body of Knowledge Guide. Master Contractor’s staff and sub Contractors are to follow a consistent methodology for all TO activities.

2.10 CONTRACTOR PERSONNEL MINIMUM 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 CONTRACTOR MINIMUM QUALIFICATIONS

The following minimum qualifications are mandatory. 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.

Individuals proposed for this Task Order must possess current certification as Project Managers – Project Management Institute (PMI) certified Project Management Professional (PMP®) or Industry equivalent. While MDOT SHA prefers the PMP® certification, equivalent certifications may be acceptable provided the Master Contractors proposing alternate certifications can demonstrate that they are functionally equivalent to the PMP® certification.

In addition to project management certification, individuals proposed must have experience in using software development lifecycle tools for Requirements Management, Software Configuration Management, and Testing. Resumes must demonstrate at least three (3) years experience using these tools.

Individuals proposed for this TORFP must have excellent verbal and written communication skills, contract management, and coordination and organizational skills. Resumes must demonstrate at least three (3) years experience where these skills were applied.

Individuals proposed for this TORFP must become familiar with and adhere to the system development life cycle (SDLC) methodology established by the Department of Information Technology (DoIT), for all major Information System efforts. These individuals must have experience in creating and updating SDLC documents. Resumes must demonstrate at least five (5) years experience leading efforts where an SDLC & Agile methodology would have been employed. In addition, familiarization and experience with SaaS model in particular Salesforce is needed. Resumes must demonstrate at least one (1) year experience leading efforts where a SaaS model would have been employed.

The Master Contractor shall propose individuals who possess expertise in the following types of systems typically in use at SHA: (Examples Only)

- AASHTO® (American Association of State Highway & Transportation Officials) Trns*Port®, used for Construction Contract Estimating, Letting, Award, and Administration functions
- MRO Maximo®, used to manage fleet maintenance, facility maintenance and highway maintenance activities
- Cash Flow Estimating Systems
- Tracking Systems
- Materials Management Systems

- Customer Requests Management Systems
- Commodities & Materials Inventory Systems
- Cost Allocation & Reporting Systems
- Management Reporting Systems
- Permit Issuance & Administration Systems
- Project Management Systems
- Receipts & Disbursements Systems

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 14. 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

Payment will only be made upon completion and acceptance of the deliverables as defined in 2.5.

Invoice payments to the Master Contractor shall be governed by the terms and conditions defined in the CATS II Master Contract. Proper invoices for payment shall contain the Master Contractor's Federal Tax Identification Number, as well as the information described below, and must be submitted to the TO Manager for payment approval. Payment of invoices will be withheld if a signed Acceptance of Deliverable form – Attachment 9, is not submitted.

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

2.15.1 INVOICE SUBMISSION

Invoice payments to the Master Contractor shall be governed by the terms and conditions defined in the CATS II Master Contract. Invoices shall contain the Master 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 would be billed based on actual time worked at the approved Task Order labor rate.

The Master Contractor shall submit monthly invoices for SHA/OIT approval and payment that coincide with the submission of the progress reports and required MBE 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 contractor invoices documenting charges for labor in accordance with the Master Contractor price proposal for the Master Contract.

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 Master Contractor will be 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 Master Contractor to ensure that all required monthly documentation is received by the 10th of each month.

2.15.2 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 PO Number and a Master Contractor point of contact with telephone number.
- B) The Master Contractor shall send the original of each invoice and supporting documentation (itemized billing reference for employees, including detail of work hours as well as Attachment 2 – Form D-5 MBE Report to:
 - i. E-Mail: sha-oit-invoices@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 Master Contractor shall provide a completed MBE Participation form (Attachment 2, Form D-5) to SHA at the same time the invoice is sent. The Master 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. SHA will monitor both the Master Contractor’s efforts to achieve the MBE participation goal and compliance with reporting requirements. The Master Contractor shall email all completed forms, copies of invoices and checks paid to the MBE to the address above, and the SHA MBE Compliance Officer at MBEreports@sha.state.md.us. The SHA Office of Equal Opportunity also requires quarterly reporting – see Attachment 2, SHA FORM 14.0-OEO.

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

B) Proposed Personnel

- 1) Identify and provide resumes for all proposed personnel by labor category. The resume should feature prominently the proposed personnel's skills and experience as they relate to the Master Contractor's proposed solution and Section 2 – Scope of Work.
- 2) Document that all proposed personnel meet the minimum required qualifications and possess the required certifications in accordance to Section 2.11 (include dates to/from (MM/YY-MM/YY)).
- 3) Complete and provide with the proposal submission, Attachment 5- Labor Classification Personnel Resume Summary.
- 4) 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.

C) MBE Participation

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

D) Subcontractors

- 1) Identify all proposed subcontractors, include MBE's and their full roles in the performance of this TORFP Scope of Work.

E) Master Contractor and Subcontractor Experience and Capabilities

- 1) Provide up to three examples of projects or contracts the proposed personnel have 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 (MM/YY-MM/YY). 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 (MM/YY-M/YY). If the Master Contractor is no longer providing the services, explain why not.
 - (e) Dollar value of the contract.
 - (f) Whether the contract was terminated before the original expiration date.
 - (g) Whether any renewal options were not exercised.

Note - State of Maryland experience can be included as part of Section 3- C6 above as project or contract experience. State of Maryland experience is neither required nor given more weight in proposal evaluations.

F) Professional Development Plan

- 1) Provide plan on how Master Contractor will ensure continued Professional Development for on-site contractor proposed personnel.

G) State Assistance

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

H) Confidentiality

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

3.2.2 FINANCIAL RESPONSE

- 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 Master 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 TO Requesting Agency will consider all information submitted in accordance with Section 3.

4.2 TECHNICAL PROPOSAL EVALUATION CRITERIA

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

- Experience of the Master Contractor's proposed personnel performing the Requirements required in Section 2.5.
- The experience and certifications required in Section 2.9, of the Master Contractor's proposed personnel.
- The Master Contractor's understanding of the work to be accomplished.

4.3 SELECTION PROCEDURES

- A) TO Proposals will be assessed throughout the evaluation process for compliance with the minimum personnel qualifications in Section 2.11 and quality of responses to Section 3.2.1 of the TORFP. Master Contractor proposals that fail to meet the minimum qualifications will be deemed not reasonably susceptible for award, i.e., disqualified and their proposals eliminated from further consideration.
- B) 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.
- C) The State will conduct interviews of the top 5 personnel proposed in each TO Proposal that meets minimum qualifications.
- D) Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.
- E) The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment.

4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT

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

ATTACHMENT 1 –PRICE PROPOSAL

SAMPLE PRICE PROPOSAL (TIME AND MATERIALS) FOR CATS II TORFP # J02B9200075

LABOR CATEGORIES

Labor Categories	A	B	C
	Fully Loaded Hourly Labor Rate	Est. Total Class Hours	Total Proposed CATS II TORFP Price
(Project Manager Master Contractor to insert Proposed labor categories for this TORFP)			
<u>SHA Headquarters Resources</u>			
<u>Year #1:</u>			
(Resource Name / Classification) #1	\$	2080	\$
(Resource Name / Classification) #2	\$	2080	\$
(Resource Name / Classification) #3	\$	2080	\$
		Total Price Year 1	\$
<u>Year #2:</u>			
(Resource Name / Classification) #1	\$	2080	\$
(Resource Name / Classification) #2	\$	2080	\$
(Resource Name / Classification) #3	\$	2080	\$
		Total Price Year 2	\$
<u>Year #3:</u>			
(Resource Name / Classification) #1	\$	2080	\$
(Resource Name / Classification) #2	\$	2080	\$
(Resource Name / Classification) #3	\$	2080	\$
		Total Price Year 3	\$
<u>Period #4: expires 5/31/2014</u>			
(Resource Name / Classification) #1	\$	2080	\$
(Resource Name / Classification) #2	\$	2080	\$
(Resource Name / Classification) #3	\$	2080	\$
		Total Price Period 4	\$
		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 be fully loaded, i.e., include all direct and indirect costs and profit for the Master Contractor to perform under the TOA.

SUBMIT AS A .PDF FILE WITH THE FINANCIAL RESPONSE

SECTION 6 ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING REQUIREMENTS

CATS II TORFP # J02B9200075

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 (Master 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 10th of the month following the month that is being reported. For example, the report for January's activity is due no later than the 10th of February. With the approval of the TO Manager, the report may be submitted electronically. Note: Reports are required to be submitted each month, regardless of whether there was any MBE payment activity for the reporting month.
3. The TO Contractor is responsible for ensuring that each subcontractor receives a copy (e-copy of and/or hard copy) of Form D-6. The TO Contractor should make sure that the subcontractor receives all the information necessary to complete the form properly, i.e., all of the information located in the upper right corner of the form. It may be wise to customize Form D-6 (upper right corner of the form) for the subcontractor the same as the Form D-5 was customized by the TO Manager for the benefit of the TO Contractor. This will help to minimize any confusion for those who receive and review the reports.
4. It is the responsibility of the TO Contractor to make sure that all subcontractors submit reports no later than the 15th of each month, regardless of whether there was any MBE payment activity for the reporting month. Actual payment data is verified and entered into the State's financial management tracking system from the subcontractor's D-6 report only. Therefore, if the subcontractor(s) do not submit their D-6 payment reports, the TO Contractor cannot and will not be given credit for subcontractor payments, regardless of the TO Contractor's proper submission of Form D-5. The TO Manager will contact the TO Contractor if reports are not received each month from either the prime contractor or any of the identified subcontractors. The TO Contractor must promptly notify the TO Manager if, during the course of the contract, a new MBE subcontractor is utilized. Failure to comply with the MBE contract provisions and reporting requirements may result in sanctions, as provided by COMAR 21.11.03.13.

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 1

CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT

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

In conjunction with the offer submitted in response to TORFP No. **J02B9200075**, I affirm the following:

1. I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of 30 percent and, if specified in the TORFP, sub-goals of 0 percent for MBEs classified as African American-owned and 0 percent for MBEs classified as women-owned. I have made a good faith effort to achieve this goal.

OR

2. 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.
3. 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.
4. 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.
5. 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.
6. 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.

- 7. 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.
- 8. 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 J02B9200075	
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	
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 # **J02B9200075**, I state the following:

Offeror identified opportunities to subcontract in these specific work categories:

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

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

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

(DESCRIBE EFFORTS)

“ This project does not involve bonding requirements.

“ 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. **J02B9200075**, 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 10th of the following month.	CATS II TORFP #J02B9200075 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:

(TO MANAGER OF APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS)	(TO PROCUREMENT OFFICER OR APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS)
--	--

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 10th of the following Month.	CATS II TORFP #J02B9200075 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:

(TO MANAGER OF APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS)	(TO PROCUREMENT OFFICER OR APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS)
--	--

Signature: _____ Date: _____

Submit as required in TO Contractor MBE Reporting Requirements

ATTACHMENT 3 – TASK ORDER AGREEMENT

CATS II TORFP# J02B9200075 Number OF MASTER CONTRACT #060B9800035

This Task Order Agreement (“TO Agreement”) is made this day of Month, 200X by and between Task Order Contractor (TO Contractor) and the STATE OF MARYLAND, TO Requesting Agency.

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 TO Requesting Agency, as identified in the CATS II TORFP # J02B9200075.
 - b. “CATS II TORFP” means the Task Order Request for Proposals # J02B9200075, 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 June 1, 2009.
 - d. “TO Procurement Officer” means Joy Abrams. The Agency may change the TO Procurement Officer at any time by written notice to the Master Contractor.
 - e. “TO Agreement” means this signed TO Agreement between TO Requesting Agency 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 Brian B. Alula 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 super-cede 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 May 31, 2014.

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 \$_____. 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 Master 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, TO Requesting Agency

By: Joy Abrams, 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 sub-consultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.
- C) The bidder or Offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.
- D) The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail—attach additional sheets if necessary):
- E) The bidder or Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or Offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or Offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

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

Date: _____ By: _____

(Authorized Representative and Affiant)

SUBMIT AS A .PDF FILE WITH TO 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 showing an amount of time that equals or exceeds mandatory time requirement; in this case, three months.

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

ATTACHMENT 5 – LABOR CATEGORY PERSONNEL RESUME SUMMARY (CONTINUED)

Proposed Individual’s Name/Company:	How does the proposed individual meet each requirement?
MUST INSERT LABOR CATEGORY NAME	
<p>Education: (Insert the education description from the CATS II RFP from Section 2.10 for the applicable labor category.)</p>	
<p>Experience: (Insert the experience description from the CATS II RFP from Section 2.10 for the applicable labor category.)</p>	(Must include dates from and to- (MM/YY-MM/YY)
<p>Duties: (Insert the duties description from the CATS II RFP from Section 2.10 for the applicable labor category.)</p>	
<p>Additional Minimum Qualifications:</p>	<p>Must include dates from and to. Must specify a response for each item. If the proposed personnel does not meet the requirement or have the specified experience, you must specify the word “NONE” across from the description. All items must be addressed with a response or the word “NONE”. If an item is not addressed the proposed personnel will be disqualified)</p>
<p>TO Contractor personnel proposed for this TORFP must have at least five years of IT project management experience and must possess a PMP certification or equivalent</p> <p>The TO Contractor personnel must demonstrate a level of expertise in a variety of IT project management services, including but not limited to: scheduling, risk management, budget management, SDLC & Agile methodologies.</p>	

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

Contractor’s Contract Administrator:

Signature

Date

Proposed Individual:

Signature

Date

SUBMIT WITH TECHNICAL PROPOSAL
SIGNATURE REQUIRED AT THE TIME OF THE INTERVIEW

**ATTACHMENT 6 – DIRECTIONS
TO THE PRE- 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 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 ¾ 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 ¾ 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 #J02B9200075

Dear **TO Contractor Contact**:

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

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

Sincerely,

TO Manager

Procurement Liaison Office, Department of Information Technology
Project Management Office, Department of Information Technology

Enclosures (2)

cc: Joy Abrams
Task Order Procurement Officer

ATTACHMENT 8 – AGENCY RECEIPT OF DELIVERABLE FORM

I acknowledge receipt of the following:

TORFP Title: Project Management Resources

TO Agreement Number: #J02B9200075

Title of Deliverable: _____

TORFP Reference Section # _____

Deliverable Reference ID # _____

Name of TO Manager: Brian B. Alula

TO Manager Signature

Date Signed

Name of TO Contractor's Project Manager: _____

TO Contractor's Project Manager Signature

Date Signed

SUBMIT AS REQUIRED IN SECTION 2.6.2 OF THE TORFP.

ATTACHMENT 9 – AGENCY ACCEPTANCE OF DELIVERABLE FORM

Agency Name: State Highway Administration

TORFP Title: Project Management Resources

TO Manager: Brian B. Alula: 410-545-8655

To:

The following deliverable, as required by TO Agreement #J02B9200075, 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 SECTION 2.6.2 OF THE TORFP.

ATTACHMENT 10 – NON-DISCLOSURE AGREEMENT (OFFEROR)

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

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS II TORFP #J02B9200075 for Project Management Resources. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to this project. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information described above, the OFFEROR agrees as follows:

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

ATTACHMENT 11 – NON-DISCLOSURE AGREEMENT (MASTER CONTRACTOR)

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made as of this ___ day of _____, 200___, by and between the State of Maryland ("the State"), acting by and through its **TO Requesting Agency** (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 Project Management Resources, TORFP No. J02B9200075 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 this project (the “Confidential Information”).

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

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

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

TO Contractor/TO Contractor's Personnel:

State Highway Administration:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

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 sub-contractor; \$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"/> (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"/> (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: _____

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 14 – 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		

DEPENDABILITY	Evaluation
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Rating for Work Habits	Far Exceeds	Exceeds	Meets	Below	Far Below
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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	

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

INITIATIVE	Evaluation				
	Far Exceeds Standards	Exceeds Standards	Meets Standards	Below Standards	Far Below Standards
Contribution	Always participates in problem solving and/or making operational improvements; contributes constructive ideas and suggestions that have major impact	Consistently participates in problem solving and/or making operational improvements; contributes constructive ideas and suggestions that are implemented	Frequently participates in problem solving and/or making operational improvements; contributes ideas and suggestions	Occasionally participates in problem solving and/or making operational improvements; rarely contributes ideas and suggestions	Rarely participates in problem solving and/or making operational improvements; never contributes ideas and suggestions
Advancement in the Field	Has applied concepts learned in training to improve operations of the organization/unit	Anticipates new technology or processes and plans training to improve knowledge and skills	Pursues training to maintain current certifications in technology or processes	Does not pursue training or learning new technology or processes but accepts training if assigned	Declines offers for training or 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 co-operative working relationships with team <u>or</u> with others inside and outside the work unit	Uncooperative with others to achieve goals of the organization; resistant to direction from supervisors; rarely supports team leader; seldom develops and maintains co-operative working relationships with team <u>or</u> with others inside and outside the work unit

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 standards	Has difficulty with work process/product/ services; occasionally unable to meet an acceptable standard of quality	Rarely meets acceptable standards of quality

Working Under Pressure	Efficiently and effectively performs all assignments regardless of distractions or pressure situations	Frequently handles difficult pressure situations and distractions without affecting performance; reprioritizes workload as needed	Appropriately handles routine pressure situations and distractions of the job while maintaining normal workload	Low tolerance to some pressure situations or distractions which hinder job performance	Rarely able to work under pressure situations or handle distractions
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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 15 – Sample Status Report

**SHA Internet / Intranet Web Site
Operations, Maintenance and Support Task Order**

Week Ending:	Date:
Report Prepared by:	Task Number:
TO Contractor:	
Task Name: SHA Internet / Intranet Web Site Operations, Maintenance and Support	

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