



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

SHA Internet and Intranet Web Site
System Operations,
Maintenance, and Support TORFP

SBR ONLY

CATS II TORFP #

J02B0400007

Maryland Department of Transportation
Maryland State Highway Administration

ISSUE DATE: March 31, 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 NAME:	SHA Web Sites System Operations, Maintenance and Support TORFP
FUNCTIONAL AREA:	Functional Area #2 – Web and Internet Systems
TORFP ISSUE DATE:	March 31, 2010
Closing Date and Time:	April 23, 2010 at 2:00 PM
TORFP Issuing Office:	Maryland Department of Transportation (MDOT) State Highway Administration (SHA) Office of Information Technology (OIT)
Questions and Proposals are to be sent to:	TO Procurement Officer – Barbara Ryer Telephone Number 410-865-1129 Email Address: bryer@mdot.state.md.us
TO Procurement Officer	Barbara Ryer Office of Procurement Office Phone: (410) 865-1129 Email Address: bryer@mdot.state.md.us
SHA MBE Compliance Officer	Wanda Dade Office of Equal Opportunity Office Phone: 410-545-0330 Email Address: wdade@sha.state.md.us
TO Manager:	Roger Beardsley Office Phone: 410-545-8918 Email Address: rbeardsley@sha.state.md.us
Project Number:	J02B0400007
TO Type:	Time and Material
Period of Performance:	NTP through May 31 st , 2014.
MBE Goal:	35 percent
Small Business Reserve (SBR):	Yes
Primary Place of Performance:	SHA, 707 N. Calvert St., Baltimore, MD 21202
State Furnish Work Site and/or Access to Equipment, Facilities or Personnel:	Office Desk Space and networked PC with email, Internet access and software applications for on-site staff.
TO Pre-Proposal Conference:	April 9, 2010 – 1:00 PM (See Attachment 6 for directions)

	MDOT Headquarters, TBD 7201 Corporate Center Dr. Hanover, Md. 21076
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SECTION 1 - ADMINISTRATIVE INFORMATION

1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT

The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement (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 (TO Contractor) to the contents of its TO Proposal, including the price proposal.

1.3 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the date and exact time stated in the Key Information Summary Sheet above. The date and time of submission is determined by the date and time of arrival in the TO Procurement Officer's e-mail box. The TO Proposal is to be submitted via e-mail as two attachments in MS Word format. **Please note that the MDOT email system has an 8 mb limit on email transmission.** You may submit your proposal in two or more email submissions, if necessary, as long as you clearly indicate the total number of email submissions to be received. The "subject" line in the e-mail submission shall state the TORFP #J02B0400007. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS II TORFP #J02B0400007 Technical". The second file will be the financial response to this CATS II TORFP and titled, "CATS II TORFP #J02B0400007 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 – Living Wage Affidavit of Agreement
- Attachment 13 – Small Business Affidavit

1.4 ORAL PRESENTATIONS/INTERVIEWS

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

1.5 MINORITY BUSINESS ENTERPRISE (MBE)

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

1.6 CONFLICT OF INTEREST

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

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

1.7 NON-DISCLOSURE AGREEMENT

Certain system documentation may be available for potential Offerors to review at a reading room at the State Highway Administration, 707 N. Calvert Street, Baltimore, Maryland 21202 address located in the Office of Information Technology, 6th Floor, Mailstop C-605. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement in the form of Attachment 7. Please contact the TO Procurement Officer of this TORFP to schedule an appointment.

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

1.8 LIMITATION OF LIABILITY CEILING

Pursuant to Section 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, maintenance, and support valued at \$1 million or greater, but all CATS II TOs are subject to review.

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

1.10 SMALL BUSINESS RESERVE AFFIDAVIT

This is a Small Business Reserve Procurement for which award will be limited to Certified Small Business vendors. Only businesses that meet the statutory requirements set forth in State Finance and Procurement Article, § 14-501 - 14-505, Annotated Code of Maryland, and who are registered with the Department of General Services Small Business Reserve Program are eligible for award of a contract.

SECTION 2 – SCOPE OF WORK

2.1 PURPOSE

The SHA is issuing this CATS II TORFP to obtain four on site resources with a broad range of technical services to manage Internet and Intranet system operations, maintenance and support activities. In addition to these on site resources this Task Order shall provide access to additional consultant resources to address additional enhancements to existing Web applications or architecture not within the confines of system operations, maintenance or support, (Please refer to Section 2.6.1.C for scope of Optional Tasks / Assignments). The services provided through this Task Order will be critical to supporting SHA's Business Plan goals to improve efficiencies in our business processes and to provide services and products to our customers that meet or exceed their expectations. The goals of this Task Order are to ensure that the SHA has the appropriate resources, skills and expertise to manage and enhance SHA's web pages and Internet/Intranet infrastructure consistent with SHA's architecture, blue prints, templates and standards; to provide guidance concerning Internet and application security and Section 508 compliance; and to provide on-going guidance concerning best practices in planning, designing and implementing newer Internet technologies.

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. Therefore only 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 INFORMATION

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

The SHA Business Plan is available online at:
www.roads.maryland.gov/oc/shabusinessetnl.pdf

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..
- SHA MBE Compliance Officer – SHA representative responsible for working with the TO Procurement Officer and TO Manager to ensure MBE compliance of issued Task Orders and to gather payment data from both the Prime Contractor and MBE Sub-Contractor(s) for the reporting of MBE participation on SHA procurements to MDOT and the GOMA.
- TO Manager – SHA representative responsible for managing the day to day activities of the TO including the direct 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.
- TO Contractor Key Management Personnel – Representative of the TO 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 and MBE reports by the due date defined in this TO as well as any other correspondence relating to this TO and its activities.

2.4 SYSTEM BACKGROUND AND DESCRIPTION

The SHA (OIT) recognizes the importance of Web system development and effective content management to an organization that continues to experience higher demands to publish transportation information on the World Wide Web with a smaller workforce. The objective of this TORFP is to acquire a team of qualified resources with the skills and expertise to help manage and enhance SHA’s web pages and Internet/Intranet infrastructure consistent with industry best practices and standards. The majority of the work performed will occur with OIT staff at their Headquarters Complex (707 N. Calvert St., Baltimore, Maryland). SHA has recently completed a site redesign effort based on the Governor’s revised State Web Site Branding Policies and can be viewed at the following link: www.roads.maryland.gov/Home.aspx

SHA’s INTERNET SYSTEM ADMINISTRATION

The www.roads.maryland.gov Internet Site is the public facing web site for the SHA. Its primary purpose is to act as the web host and public portal for the web front-end of applications within the SHA.

The Internet business processes supported include, but are not limited to, the following:

Application	URL	Division/Area Owner
Automated Hauling Permits System	http://shawwwahps.sha.state.md.us/ahps/	Office of Traffic Safety – Motor Carrier Division
Contractors Information Center	http://www.roads.maryland.gov/businesswithsha/contBidProp/ohd/constructContracts/index.asp?d=23	Office of Highway Development
Contractors’ Ad Schedule	http://www.roads.maryland.gov/businesswithsha/contBidProp/ofit/AdSchedule/contradsch.asp?d=20	Office of Information Technology
Consultant Services Center	http://www.roads.maryland.gov/pages/csc.aspx?PageId=767&d=22	Office of Procurement & Contracts
Project Lifecycle	http://www.roads.maryland.gov/WebProjectLifeCycle/ProjectHome.asp?d=38	Office of Information Technology
Media Relations	http://www.roads.maryland.gov/Pages/media.aspx?PageId=770	Office of Communications
Book of Standards	http://www.roads.maryland.gov/BusinessWithSHA/bizStdsSpecs/desManualStdPub/publicationonline/ohd/bookstd/index.asp	Office of Highway Development
Traffic Monitoring System	http://www.roads.maryland.gov/Index.aspx?PageId=251	Office of Planning & Preliminary Engineering
Traffic Volume Maps	http://www.roads.maryland.gov/SHAServices/mapsBrochures/maps/oppe/tvmaps.asp	Office of Planning & Preliminary Engineering
Traffic Trends	http://shagbhisdadt.md.state.md.us/TrafficTrends2/	Office of Planning & Preliminary Engineering
Signal Plan Locator	http://www.roads.maryland.gov/SHAServices/SignalPlanLocator/Index.asp	Office of Traffic Safety
Maryland Product Evaluation Lists (MPEL)	http://www.sha.maryland.gov/MPEL/	Office of Materials and Technology

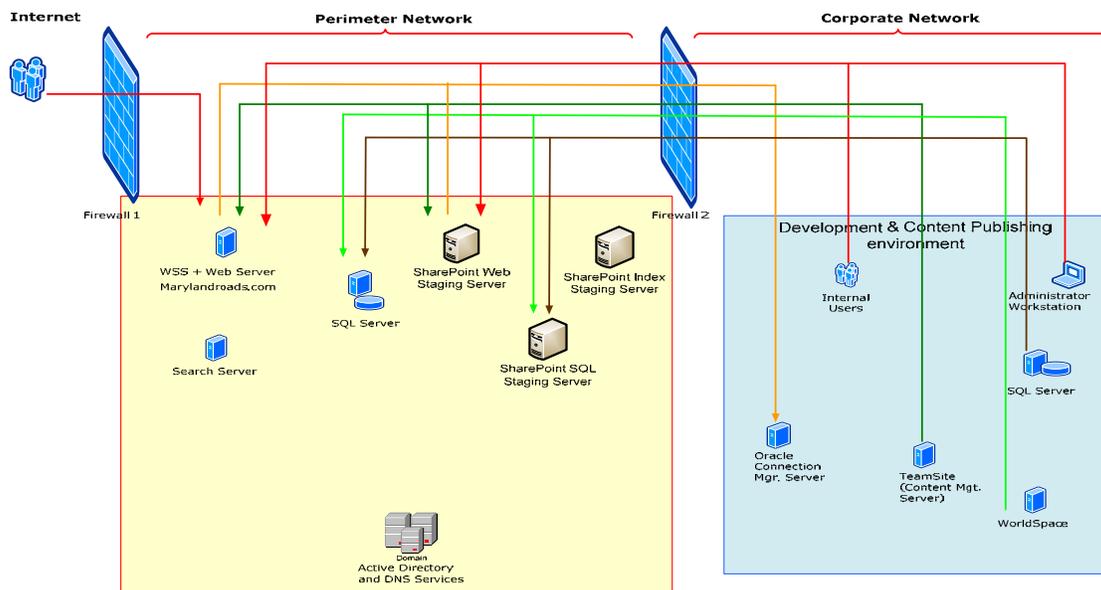
SHA’s Internet uses Windows Share Point Services (WSS) version 3.0 as the platform for the public facing portal. SHA has plans to upgrade the public facing portal to MOSS within the next four months. For Section 508 monitoring and compliance, SHA uses a product called “Worldspace™” by Deque Systems, Inc. Worldspace™ is an accessibility analysis tool designed to identify errors with Section 508, and the Web Content Accessibility Guidelines. SHA’s Internet site also uses Crystal Reports 11 as their primary reporting tool and ASPSPELLCHECK for proofing web content. SHA publishes transportation project related information to the public portal via the Project Life Cycle application. This application utilizes the Interwoven software product (TeamSite) for data entry and workflow and is used to contain and maintain basic information for capital construction projects through the planning, design, and construction phases. Portions of the Data are imported from SHA’s Capital Forecasting System (CFS) and MDOT’s Consolidated Transportation Program (CTP) via interface files.

SHA’s Internet system runs on a VM Ware three node cluster server farm of HP G5 Servers running Windows 2003 SP 2 technology. The public facing Web Site is comprised of ASP.net running through Internet Information Server (IIS) and Windows Share Point Services (WSS) version 3.0 and connects to a back end Oracle 10g RAC two node database server cluster via Oracle Connection Manager for web applications and a Microsoft SQL server for WSS.

SHA’s Internet system utilizes several interfaces. Besides the interfaces required from the applications mentioned above, the header of the Internet Site is hosted by DoIT. SHA connects to the DoIT servers to automatically receive any modifications made to the master header. Portions of the SHA Internet site are supported by Interwoven’s “Teamsite” Content Management System and have interfaces with SHA’s Capital Forecasting System (CFS) and MDOT’s Consolidated Transportation Program (CTP).

SHA’s Internet architecture is comprised of a Perimeter Network and Corporate Network separated by a Firewall (see SHA Internet Deployment Configuration – WSS 3.0 diagram below). SHA’s Web development and content publishing environment resides on the corporate side and pushed to the perimeter network for the public portal. This perimeter network also allows SHA to utilize a replicated Active Directory for authentication without increasing security risks with the corporate network.

SHA Internet Deployment Configuration (WSS 3.0)



SHA's INTRANET SYSTEM ADMINISTRATION

The SHA Intranet Site is the corporate portal for the SHA. Its primary purpose includes, but is not limited to, disseminating internal communication and project collaboration. The SHA Intranet is comprised and managed via multiple site collections or workspaces, representing each office within the Administration, where portal administration for the workspaces and site collections is distributed within the SHA.

The Intranet business processes supported include but are not limited to the following:

Application	Business Function	Division/Area Owner
Learning Management System	Internal application used to track professional development of mandatory core training curriculum and other training employees take throughout their carriers.	Office of Administration
Office of Real Estate Management System	Internal application used to track all aspects of real estate acquisitions and disposals associated with SHA's transportation projects.	Office of Real Estate
Maryland Product Evaluation List	Used to capture, track and process vendor requests to consider new products associated with SHA's transportation projects. Outcome is an approved product list that construction contractors can use during construction.	Office of Materials and Technology
Customer Care Management System	Used to capture, track and process citizen / customer requests for service and general inquires.	Office of Communications
Workforce Resource Center	Internal application used to assist employees and managers alike in career and workforce planning activities.	Office of Administration
mTrack	MDOT's Time Reporting system for payroll calculations.	Office of Finance
Maximo Help Desk	Used to capture, track and process employee request for IT Services.	Office of Information Technology
EORS	Internal application used to capture, track and process Emergency Operations.	CHART
SHA Business Plan	Internal application used to capture, track and report on SHA Performance Goals, Objectives and Strategies.	The Administrator's Office, Performance Excellence Group
Invitation for Bids	Internal application used to generate the bid documents for advertising construction projects.	Office of Highway Development
Contract Tracking System	Internal application used to capture and track Architecture and Engineering Contracts value, encumbrances and work assignments	Office of Highway Development
PRISM	Internal application used to capture and track contract information and payment information related to SHA's MBE participation on awarded contracts	Office of Administration
Meals Invoicing	Internal application used to capture and track	Office of Finance

	and reconcile Meal re-imbursements for SHA employees during emergency overtime activities.	
Earmarks	Internal application used to capture, allocate, process and monitor Federal Earmark Funds allocated to SHA.	Office of Planning & Preliminary Engineering
Bright Idea	Used to capture, track and process ideas from employees for efficiency gains or costs saving ideas.	Office of Administration

SHA's Intranet uses Microsoft Office SharePoint Server (MOSS) 2007 as the platform for the corporate portal. SHA's Intranet is a collection of sites representing, but not limited to, Organizational Unites, Project Teams and Libraries. The SHA Intranet supports organizational collaboration through the use of Document Workspaces, Meeting Workspaces, Project Workspaces, Workflows and Discussion Boards and Surveys to name a few.

SHA's Intranet system runs on a VM Ware three node cluster server farm of HP G5 Servers running Windows 2003 SP 2 technology. The Intranet corporate portal utilizes Microsoft IIS 6.0 web server, Microsoft .NET Framework version 3.0, Microsoft Active Directory, Oracle Server 10g (for supported applications), Microsoft SQL server and Microsoft Visual Studio.NET 2005/2008 as the development IDE.

Besides the interfaces required from the applications mentioned above, the SHA Intranet Site also interfaces with other business unit applications and the MDOT Financial Management Information System (FMIS).

SHA's Intranet architecture is comprised of a VM Ware three node cluster server farm and Corporate Network. SHA's Web development and content publishing environment resides on the corporate side, published through TeamSite and pushed to the perimeter Internet network for the public portal.

WORLDSPACE™ ACCESSIBILITY AND ANALYSIS PORTAL ADMINISTRATION

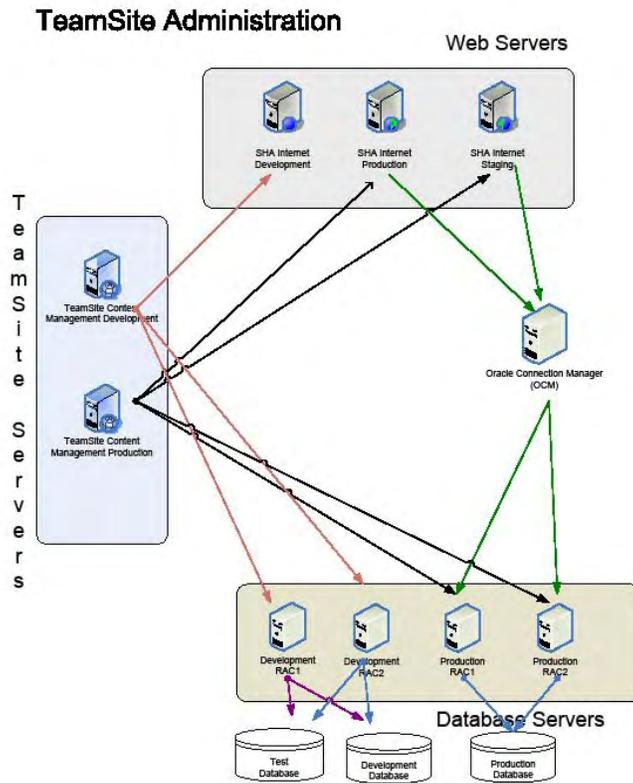
In an effort to improve non visual accessibility of our Web sites and Web applications and to comply with the Maryland Information Technology Non Visual Access (MD IT NVA) Regulatory Standards, SHA procured the product Worldspace™. SHA's implementation of Worldspace™ provides a quality assurance process for verification of web policies and reduces risk from non-compliance. This product is used to maintain SHA's Internet Web site quality (such as broken links, dead-end pages, orphan pages, spelling errors, etc.), ensure Web accessibility, update dynamic web navigation, and conduct vulnerabilities testing and to identify possible privacy issues.

TEAMSITE ADMINISTRATION

The SHA utilizes an Interwoven, Inc. software product (TeamSite) for creating publishing and maintaining basic information for capital highway transportation projects through the planning, design, and construction phases that are ported to the Internet application Project Life Cycle ([MDSHA: Project Life Cycle\(PLC\) Home page](#)). Portions of the data are imported from SHA's Capital Forecasting System (CFS) and MDOT's Consolidated Transportation Program (CTP) via interface files. The SHA Project Life Cycle Web-based application uses Interwoven's TeamSite 6.7 content management system templates to create, approve, publish and maintain project information, schedule information, events, attachment of documents, photos, in addition to other project related information. Additionally, TeamSite provides workflows to allow a more seamless way of transferring files from the author (or contributor) to the approver and provides a means for direct web publishing from the various business units involved with this application.

SHA's TeamSite system runs on a VM Ware three node cluster server farm of HP G5 Servers running Windows 2003 SP 2 technology. The public facing application that TeamSite publishes to, Project Life Cycle is comprised of ASP.net running through Internet Information Server (IIS) and Windows Share Point Services (WSS) version 3.0 and connects to a back end Oracle 10g RAC two node database server cluster via Oracle Connection Manager.

SHA's TeamSite architecture resides on the Corporate Network and publishes content to the Internet Perimeter Network and separated by a Firewall (see TeamSite Administration diagram below). SHA's Web development and content publishing environment resides on the corporate side and pushed to the perimeter network for the public portal.



MICROSOFT SQL SERVER ADMINISTRATION WITH SHAREPOINT

SHA utilizes Microsoft SQL Server to manage MOSS (Intranet) and WSS (Internet) configurations and data. SHA's SQL Server resides on the same VM Ware three node cluster server farm identified above. SHA also uses Management Studio or Profiler to help monitor and identify blocking issues.

2.5 PROFESSIONAL DEVELOPMENT

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

In addition to the TO Contractor resource professional development training, each TO Contractor resource assigned to work on-site at an SHA facility and or SHA project site, for a period of three months or longer, regardless of the number of days worked per week, 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 TO 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 TO 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 TO Contractor resource must print the certificate and give a copy to the TO Manager as record of completion. The on-site TO Contractor resource should also forward a copy of their training certificates to the TO Prime Contractor for their contract management records.

The TO Contractor cannot bill the hours required for their resources to complete this MANDATORY TRAINING. The hours estimated to complete all four (4) training courses range from 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 TO CONTRACTOR PERSONNEL DUTIES AND RESPONSIBILITIES

At a minimum, the work to be accomplished by the TO Contractor personnel under this TORFP shall consist of the following:

A) Recurring Daily / Weekly / Monthly Duties

SHA SharePoint Administration Recurring Tasks:

- Maintaining SharePoint databases and Administration.
- Customizing the default master pages.
- Developing several custom web parts using visual studio.net 2005/2008
- Working with stakeholders and end-users to define the requirements, for designing, developing, and testing solutions to meet the requirements.
- Customizing web applications, portals, web parts, and integration scenarios
- Planning for disaster recovery, backup and restore solutions
- Manage, monitor, and troubleshoot SharePoint search and indexing servers.
- Administering WSS 3.0/MOSS 2007.
- Creating Content Manager roles & responsibilities
- Designing, setting up and creating SharePoint team sites and areas for the business
- Managing proper security group naming conventions & security assignment processes.
- Communicating progress to management and initiating recommended changes
- Creating, managing, improving, and organizing the SharePoint template library
- Providing training, resolve issues and questions, and providing support.
- Monitoring overall SharePoint usage reporting.
- Managing SharePoint site implementation and migration activities
- Configuring and maintaining document libraries, lists, and WSS/MOSS 2007 site collections.
- Performing typical administrative activities such as backup, restore, site creation.
- Manage the content databases through WSS 3.0/MOSS 2007 central administration.
- Managing Shared Service Providers Web Apps.
- Deploying, Moving and Rearranging SharePoint Data.
- Audit for sustainability.

Daily Activities:

- Using the browser, connecting to the top level SharePoint sites of all instances of SharePoint within the environment, to ensure they are reachable.
- Logging on to all applicable SharePoint servers (Web Front End, Application, Database) to ensure they are running properly. This includes any Development, Staging and Production environments as well.
- Checking the IIS functionality on the Web Servers, ensuring that the Web Apps and the Web sites are started. This can be accessed under the Start/Program Files/Administrative Tools/Internet Information Service (IIS) Manager, then highlighting the respective folders for Web Application Pools and Internet Sites. This will bring up a listing of the sites and Web Application Pools on the right side of the MMC console, showing their status as Running, Stopped or Disabled. Restart as necessary.
- If any problems have been reported or have been noticed, the event logs will be reviewed for the various servers and the error codes will be researched via Microsoft's Web Site.

The following list of SharePoint servers will be monitored on daily basis:

#	Server Role
1	SHA Internet Production Web Server
2	SHA Internet Staging Web Server
3	SHA Internet Development Web Server
4	SHA Intranet Production Web Server
5	SHA Intranet Development Web Server
6	SHA Internet Production Index Server
7	SHA Internet Staging Index Server
8	SHA Internet Development Index Server
9	SHA Intranet Production Index Server
10	SHA Intranet Development Index Server

Weekly Activities:

- Monitoring SharePoint Disk space usage through the built in SharePoint reports for each site collection.
- Checking the backup jobs (can be done daily as well depending on criticality of the environment), making sure the backup files themselves are consistent in size and checking the jobs for proper completion.
- Checking for Microsoft Patches/Knowledge Base articles for SharePoint/MOSS (RSS Feed for MOSS KB Articles – <http://support.microsoft.com/common/rss.aspx?rssid=11373&ln=en-us&msid=d65614f79e70034a979b7832fc125f25>)
- Archiving Event logs, if necessary.

Monthly/Quarterly Activities:

- Monthly - Checking for Operating System and SQL Patches. Work with hardware/virtualization group to ensure that Service Packs are applied properly to the Hardware that is running in the environment.
- Monthly – Validating backups. Restoring a backup to a test environment to ensure that everything is getting backed up.
- Quarterly- Checking long term storage needs based on the space utilization.
- Managing Admin Passwords (Microsoft recommendation)

MS SQL Server 2005 Administration Recurring Tasks:

- Checking OS Event Logs, SQL Server Logs, and Security Logs for unusual events.
- Verify that all scheduled jobs are running successfully.

- Verify that all backups have been made successfully.
- Monitoring the disk space to ensure that SQL Servers won't run out of disk space.
- Throughout the day, periodically monitoring the server's performance. Using System Monitor, Profiler, DMVs, or the SQL Server 2005 Performance tuning advisor
- Use Management Studio or Profiler to help monitor and identify blocking issues.
- Keep a log of any changes made to servers, including documentation of any performance issues identified and correct.
- Create SQL Server alerts for notification of potential problems, and take action as needed.
- Monitoring MDF and LDF file growth and adjust if required.
- Monitoring SQL Alerts and respond accordingly.
- Checking performance Logs
- Monitoring SQL Server Free Space.
- Managing database users, roles and security.
- Monitor SQL Server Agent Jobs.
- Analyze Indexes.
- Performing backups and restores
- Audit for sustainability.

The following SQL Servers will be monitored on daily basis:

#	Server Role
1	SHA Internet Production Database Server
2	SHA Internet Staging Database Server
3	SHA Internet Development Database Server
4	SHA Intranet Production Database Server
5	SHA Intranet Development Database Server
6	SHA Internet Worldspace™ Server
7	HISD Portal SQL Server

TeamSite/Project Life Cycle Recurring Tasks:

- Backup the projects with user data
- Testing PLC pages on web/staging server
- Project approvals via work flows based on the urgency
- User requests for adding new highway projects
- Project assignments and reassignments if necessary
- Template locking issues
- Adding new users to the system
- TeamSite Administration related works - Monitoring performance and load, reviewing log files and system issues, start and restart the various services, security, permissions, roles, access privileges, locking models, configure TeamSite related files, checking server status, starting and stopping the server, troubleshooting, managing server resources
- Projects Activation/Deactivation
- Moving data from one project phase to another phase
- CFS issues - Phase not found, date issues like end date not updated
- Develop and maintain PLC utility programs
- Oracle Database related tasks and issues - Develop & maintain stored procedures, tables, triggers, views, packages; monitor the job and fixing the issues
- Web (ASP) page changes and bug fixing
- TeamSite related programming tasks - DCT, Presentation Templates, Workflows, development of CGI and/or Perl Scripts

- Ensuring public feedback emails to internal project teams are processed and cleared
- Responding to all PLC users questions and issues
- Ad hoc reporting based on stakeholder requirements
- Coordinate and discuss the issues with users, phase coordinators, CTP and CFS administrators
- Data uploads from CTP usually on a quarterly basis
- User training - Planning, Design, Construction and Districts on demand for individuals
- PLC business workflow/process
- Open Deploy 6. 2 and Data Deploy scripts for deployments
- ADA - Section 508 compliance
- Finding new technologies to incorporate in web pages like Google Maps, RSS Feeds, etc.
- OpenDeploy, DataDeploy and FormsPublisher related tasks
- Performance tuning content management and content delivery applications.
- Maintain various servers and services – TeamSite, IIS and web site, OpenDeploy
- Share the tips or updates with PLC user community
- Documentation of changes
- Provides technical support to internal and district users; troubleshoots complex problems and takes corrective action.
- Assess the scalability of the content management infrastructure and develop new processes and standards to resolve complex technical issues
- Recommend innovative solutions to business problems/processes that leverage technology to provide efficiency improvements and better user experience.
- Work on project issues of medium to high complexity requiring advanced knowledge across multiple technical areas and business segments.
- Validate functionality of PLC Web links; automate routine work tasks to streamline efficiency
- TeamSite Application, Oracle Database and PLC Web Application integration
- Provide knowledge transfer of best practices
- Audit for sustainability.

B) Non-Recurring Duties

SHA SharePoint Administration Non-Recurring Tasks:

- Developing custom Web Parts using MS Visual Studio.Net 2005/2008.
- Installing and Configuring SharePoint Server 2007 server farms and secured deployments (development, staging and production).
- Installing and Configuring WSS 3.0 server farms and secure deployments (development, staging and production).
- Creating Windows SharePoint Services (WSS) 3.0, MOSS 2007 sites on an open, scalable farm server architecture.
- Customize internet portal master pages as per the branding site.
- Backing Up and Restoring SharePoint web application and data.
- Installing and configuring Server Admin templates on WSS 3.0 and MOSS 2007 servers.
- Installing and configuring Site Admin Templates on WSS 3.0 and MOSS 2007 servers.
- Installing SharePoint Search/Index Server on WSS 3.0 and MOSS 2007 servers.
- Installing Adobe IFilter to retrieve the .pdf file extension documents in the search results on WSS 3.0 and MOSS 2007 servers.
- Developing the SharePoint migration plans.
- Designing and implementing scalable and flexible components, such as Web front-end servers to accommodate increasing user loads, credential-mapping with Active Directory.
- Implementing Search services, with indexing enhancements optimized to index only content
- Designing SharePoint Security Model including Active Directory user accounts.
- Managing hardware requirements to run the SharePoint system.

- Back-Up System/Disaster recovery planning.
- Providing SharePoint knowledge transfer to OIT technical support personnel.
- Configuring and Customizing search.
- Upgrading and upsizing WSS 3.0 to MS SharePoint Portal Server 2007.
- Installing and Configuring Additional components as and when required.
- Creating Sites and Sub-Sites.
- Managing Users and Roles.
- Updating WSS 3.0/MOSS 2007 patches.
- Updating Alternate Access Mappings for Web Applications.
- Setting up the service level setting for SharedServices
- Setting up Site Collection Quotas and Locks.
- Managing Web Application features from within the SharePoint Central Administration.

MS SQL Server 2005 Administration Non-Recurring Tasks:

- Web Application Support that includes installing new release.
- Web Application bug fixes reported via service request.
- SHA Internet ASP Web Applications Support.
- SHA Intranet DotNet Web Application Support.
- Handling SHA Intranet and Internet Service Requests.
- Installing, Configuring & Upgrading SQL Server 2005
- Installing SQL Server 2005 Service Packs (exp. SP2 and SP3)
- General Configuration
- Back up user databases
- Restore user databases from backups
- Memory Configuration
- Configured database mail in SQL server 2005
- User Data and Log File Management
- Database Configuration Settings: The following settings are set for overall best performance
Auto Create Statistics: On
Auto Update Statistics: On
Auto Shrink: Off
Page Verify: Checksum
- Configuring database Jobs
- Set up Alerts for Backup
- Develop scripts to receive emails when backup's failed
- Tested backups
- Fix unexpected errors in SQL server 2005
Ex: The Execute method of job definition
Microsoft.SharePoint.Search.Administration.SPSearchJobDefinition (ID 8717bf02-9689-49f3-af3d-2ce7d4132990) threw an exception. More information is included below. “
- Created a stored procedure to insert data into InstantSurvey table in SHA internet production web server (www.roads.maryland.gov)
- Imported data into SIP database (roads.maryland.gov)

TeamSite/Project Life Cycle Non-Recurring Tasks:

- Analyzing PLC project updates – Generate yearly reports, which project has maximum updates with maximum data, Phase/District wide updates, ideal projects, projects with most comments received from public, etc.
- Installing / upgrading to new versions of TeamSite, OpenDeploy, DataDeploy and FormsPublisher

- Basic installation, upgrades, configuring Web Servers, setting up TeamSite clients,
- Loading content, uninstalling TeamSite
- Apply the TeamSite related patches
- CTP large data upload
- Apply latest technology changes to PLC web pages. Ex: Conversion of PLC ASP pages to ASP.NET
- Apply new web site design changes to PLC related web pages
- User Training with large group
- Meeting with Department/Phase/District Contacts for new requirements or existing issues
- Testing the effects of CFS related changes
- Testing the effects of Oracle related upgrades/patches
- User Training Documentations
- Provide Team Site Architectural Planning, Design and Documentation.

C) Optional Tasks /Assignments–Time & Material / Work Order Based (This will not be part of the Task Order RFP evaluation process.) (Limited to a maximum of 6000 hours over the life of the Task Order. This equates to approximately 20% of the Task Order value.)

As required by SHA, the TO Contractor may be tasked additional assignments beyond the confines of normal system operations, maintenance or support that may require additional resources. This could include but is not limited to small additions or enhancements to the SHA Internet or Intranet SharePoint implementation and configurations and support for implementing legislative or department mandates. When this need occurs, SHA will issue a work order for the individual project assignment outlining the details of the assignment as known at that time. The TO Contractor will review and estimate labor categories, costs and estimated time to complete the assignment. When the initial TO Contractor estimates are approved by the TO Manager, the TO Contractor shall attend a minimum of one (1) review session to collect the pertinent requirements associated with the assignment and provide an updated work order estimate if required. The TO Contractor will be responsible for developing a requirements definition resulting from the review session(s), as a vehicle to verify, document, maintain and feed back the results of each session.

The TO Contractor shall develop an implementation plan according to the SHA approved direction resulting from these review sessions, complete the assignment and review and test the completed assignment with the customer prior to promotion to the production environment.

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

As deliverables for these optional assignments, the TO Contractor at a minimum will be responsible for the following:

1. Requirements Definition
2. Implementation Plan
3. Milestone Schedule
4. Testing Procedures
5. Documented Code

Example Task 1: The TO Contractor shall research and develop a plan for a redundant architecture to ensure sustainability of mission critical portions of the SHA Internet Website to address continuation of operations should an event occur that limits access to the primary servers.

Example Task 2: The TO Contractor shall research, recommend and assist in the development of policies and procedures and configuration for handling two way collaboration via a MOSS Internet configuration.

Example Task 3: The TO Contractor shall research, recommend and assist with the planning, configuration and feasibility of Cloud hosting of SHA Internet assets.

Example Task 4: The TO Contractor shall research, recommend and assist with the planning, configuration and feasibility of Social Media integration with the SHA Internet Website.

Example Task 5: The TO Contractor shall research, recommend and assist with the planning, configuration and feasibility of reducing our Internet infrastructure's power consumption while maintaining performance.

2.6.2 WORK HOURS

- A) The TO Contractor's assigned personnel will work an eight-hour day (hours to be approved by the TO Manager), Monday through Friday except for State holidays (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, 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 would be billed on actual time worked at the rates proposed.
- C) In the event of a reduction in State revenues and a subsequent reduction in allocated budget, the TO 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 Project Manager of these details. In addition to the Service Reduction Days and Furlough Days, the TO Contractor may also be requested to restrict the number of hours the TO Contractor personnel can work within a given period of time that may result in less than an eight hour day or less than a 40 hour work week.

2.6.3 SERVICE LEVEL AGREEMENT

Outage Impacts and Allowable Outage Times		
Resource	Outage Impact	Allowable Outage Time
www.roads.maryland.gov Public Facing Internet Site	In the event of a web site outage, information from multiple SHA systems would be unavailable via the world wide web through the public internet site. The level of impact would vary by the individual application varying from LOW to HIGH, but critical applications typically have alternate access methods. The criticality of the website is determined by its most critical application which can be used for road information during an emergency. Critical	4 Hours
Corporate Intranet Portal	In the event of a Portal outage, information from multiple SHA systems would be unavailable for corporate use. The level of impact would vary by the individual application varying from LOW to HIGH, but critical applications typically have alternate access methods. The criticality of the website is determined by its most critical application or function supported by the corporate portal. High	4-8 Hours
Worldspace™ Accessibility and Analysis Portal	In the event of a Portal outage, accessibility and analysis of Internet content for Section 508 compliance would be unavailable. Impact would vary based on timing and volume of publishing web content. In the event of an outage, SHA would not be able to ensure Section 508 compliance of Internet content. Low	24-72 Hours
Project Life Cycle	System is used primarily to communicate general construction schedules, mapping information, documents, and newsletters for the general public through the public-facing website. System is primarily for reference only and all of the data contained within it is available elsewhere within the State Highway Administration. Only outage impact would be stale data on the website until it could be manually or otherwise refreshed from the other data sources within SHA. Low	72 Hours

2.6.4 PERFORMANCE EVALUATION

TO Contractor personnel will be evaluated by the TO Manager on a schedule consistent with evaluations of SHA personnel for assignments performed during that period. The established performance evaluation and standards are included as Attachment 11. The TO Contractor personnel must maintain a minimum rating of “Exceeds Standards” in each major category of the performance evaluation (i.e., Dependability, Job Knowledge, etc.) and a minimum rating of “Meets Standards” in all individual criteria (i.e., Punctuality, Tact, etc.) If prior to a scheduled evaluation the TO Manager has determined there are issues with the performance of TO Contractor personnel, the TO Manager will notify both the TO Contractor and the TO Contractor personnel by email, identifying the issue and the expected action(s) to correct the issue.

2.6.5 NON PERFORMANCE OF PERSONNEL

In the event that SHA is dissatisfied with the TO Contractor's personnel for not performing to the standards specified in Section 2.6.4, the TO Contractor personnel may be removed at the TO Manager's discretion. Replacement personnel must have qualifications equal to or greater than that of the non-performing person initially proposed and evaluated and accepted in the TO Agreement. The TO Manager will determine the amount of time the TO Contractor has to provide a replacement.

2.6.6 SUBSTITUTION OF PERSONNEL

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

2.6.7 BACKUP / DISASTER RECOVERY

The SHA utilizes Sync Sort's Business Day Backup device and Backup Express for all corporate data and is managed by SHA's Network Support Section. As part of this Task Order the TO Contractor personnel will be responsible for the following procedures for local backups that will be used in conjunction with the Sync Sort Business Day Backup procedures. Please keep in mind that the numbers of databases listed below are current numbers. These numbers could increase or decrease over time depending on demand or a modification of approved backup procedures for local backups.

Existing Procedures for SHA Internet

- SHA Internet Development Database Backup Schedule
 - Differential backup of nine (9) databases
 - ◆ Schedule – Daily at 9:00 PM
 - ◆ Retention – Backup files are deleted after one week through maintenance cleanup job
 - Full backup of nine (9) databases
 - ◆ Schedule – Fridays at 10:00 PM
 - ◆ Retention – Backup files are deleted after one week through maintenance cleanup job
 - Full backup of three(3) system databases
 - ◆ Schedule – Fridays at 10:10 PM
 - ◆ Retention – Backup files are deleted after one week through maintenance cleanup job
- SHA Internet Production Database Backup Schedule
 - Differential backup of eight (8) databases
 - ◆ Schedule – Daily at 9:40 PM
 - ◆ Retention – Backup files are deleted after one week through maintenance cleanup job
 - Full backup of eight (8) databases
 - ◆ Schedule – Fridays at 11:00 PM
 - ◆ Retention – Backup files are deleted after one week through maintenance cleanup job
 - Full backup of three(3) system databases
 - ◆ Schedule – Fridays at 11:10 PM
 - ◆ Retention – Backup files are deleted after one week through maintenance cleanup job
- SHA Internet SharePoint Backup Schedule
 - SHA Internet Development Web Application
 - ◆ Backup Type – Full
 - ◆ Schedule – Daily at 2:00 AM

- ◆ Retention – Backup files are deleted after four (4) days
- SHA Internet Stage Web Application
 - ◆ Backup Type – Full
 - ◆ Schedule – Daily at 3:00 AM
 - ◆ Retention – Backup files are deleted after four (4) days
- SHA Internet Production Web Application
 - ◆ Backup Type – Full
 - ◆ Schedule – Daily at 4:00 AM
 - ◆ Retention – Backup files are deleted after four (4) days
- SHA Internet Stage Database Backup Schedule
 - Differential backup of eight (8) databases
 - ◆ Schedule – Daily at 9:40 PM
 - ◆ Retention – Backup files are deleted after one week through maintenance cleanup job
 - Full backup of eight (8) databases
 - ◆ Schedule – Fridays at 10:00 PM
 - ◆ Retention – Backup files are deleted after one week through maintenance cleanup job
 - Full backup of three(3) system databases
 - ◆ Schedule – Fridays at 10:10 PM
 - ◆ Retention – Backup files are deleted after one week through maintenance cleanup job

Existing Procedures for SHA Intranet

- SHA Intranet Development Database Backup Schedule
 - Differential backup of 39 databases
 - ◆ Schedule – Daily at 9:00 PM
 - ◆ Retention – Backup files are deleted after one week through maintenance cleanup job
 - Full backup of 39 databases
 - ◆ Schedule – Fridays at 10:00 PM
 - ◆ Retention – Backup files are deleted after one week through maintenance cleanup job
 - Full backup of three(3) system databases
 - ◆ Schedule – Fridays at 10:10 PM
 - ◆ Retention – Backup files are deleted after one week through maintenance cleanup job
- SHA Intranet Production Database Backup Schedule
 - Differential backup of 15 databases
 - ◆ Schedule – Daily at 9:00 PM
 - ◆ Retention – Backup files are deleted after one week through maintenance cleanup job
 - Full backup of 15 databases
 - ◆ Schedule – Fridays at 10:00 PM
 - ◆ Retention – Backup files are deleted after one week through maintenance cleanup job
 - Full backup of three(3) system databases
 - ◆ Schedule – Fridays at 10:10 PM
 - ◆ Retention – Backup files are deleted after one week through maintenance cleanup job
- SHA Intranet SharePoint Backup Schedule
 - SHA Intranet Development (28) Web Applications
 - ◆ Backup Type – Full
 - ◆ Schedule – Daily at 3:00 AM
 - ◆ Retention – Backup files are deleted after four (4) days
 - SHA Intranet Production six (6) Web Applications
 - ◆ Backup Type – Full

- ◆ Schedule – Daily at 2:00 AM
- ◆ Retention – Backup files are deleted after four (4) days

Existing Procedures for SHA Internet Worldspace™ (Section 508 monitoring Server)

- Differential backup of three (3) databases
 - ◆ Schedule – Daily at 6:00 PM
 - ◆ Retention – Backup files are deleted after one week through maintenance cleanup job
- Full backup of three (3) databases
 - ◆ Schedule – Fridays at 6:00 PM
 - ◆ Retention – Backup files are deleted after one week through maintenance cleanup job
- Full backup of three(3) system databases
 - ◆ Schedule – Fridays at 6:00 PM
 - ◆ Retention – Backup files are deleted after one week through maintenance cleanup job

2.6.8 HARDWARE, SOFTWARE, AND MATERIALS

There will be no Hardware, Software or Materials purchased under this Task Order.

2.7 DELIVERABLES

Deliverables	Acceptance Criteria
Deliverable A – Weekly Status Reports (See Attachment #11 for Template.)	Receipt by close of business Friday following the previous week.
Deliverable B – Monthly Invoices	Receipt by the 10th day of each month with specified content.
Deliverable C – Monthly MBE Reports	Receipt of Attachment 2 – Form D-5 by the 10 th day of each month with specified content and submitted with the monthly invoice. Receipt of Attachment 2 – Form D-6 by the 10th day of each month with specified content and submitted directly by the Sub-contractor.
Deliverables required for Work Order based Optional Assignments	
Optional Deliverable 1 – Requirements Document	Work Order Dependat
Optional Deliverable 2 – Implementation Plan	Work Order Dependat
Optional Deliverable 3 – Milestone Schedule	Work Order Dependat
Optional Deliverable 4 – Test Procedures	Work Order Dependat
Optional Deliverable 5 – Documented Code	Work Order Dependat

2.8 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES

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

- The State’s System Development Life Cycle (SDLC) methodology

- The State Information Technology Security Policy and Standards
- The State of Maryland Enterprise Architecture.
- SHA's Web Standards, Policies and Guidelines, (Located at SHA's Reading Room – Call TO Manager, Roger Beardsley at 410-545-8918 for appointment)

2.9 TO CONTRACTOR PERSONNEL MINIMUM QUALIFICATIONS

The following minimum qualifications are mandatory.

The Master Contractor shall propose a team of individuals that possess expertise in the following:

Required Experience

- 2 years experience with Microsoft SQL Server
- 1 year experience with Microsoft SharePoint Administration
- 1 year experience with Microsoft SharePoint Planning, Architecture and Installation
- 2 years Windows Server setup and configuration experience in relationship to SharePoint
- 1 year experience with Interwoven, Inc. TeamSite Administration
- 1 year experience in developing Backup Architecture, Backup Scripts and Backup Restores within a SharePoint / SQL environment.
- 1 year experience in Hardware and Software maintenance and upgrades
- 1 year experience in latest IIS Security patches and threats,
- 1 year experience in VB.NET programming,
- 1 year experience in analyzing Web applications against performance objectives and server configurations,
- 1 year experience in .Net Framework,
- 1 year experience in Cascading Style Sheets.
- 1 year experience in Extensible Markup Language (XML)
- 1 year experience in Perl Programming Language
- 1 year experience in Active Directory
- 1 year experience in SSL, PKI and Certificates
- 1 year experience in Analyzing Web Statistics

Preferred Experience

- 1 year experience in evaluating application security,
- 1 year experience in evaluating DLL security,

2.10 TO CONTRACTOR EXPERTISE REQUIRED

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

2.11 INVOICE SUBMISSION

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

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

The TO 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 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 contractor required to resubmit the entire package. Any documentation received after the 10th day of any month will be late. If the 10th of any month falls on a weekend, government holiday, or State of Maryland Service Reduction day, all documentation is due the last government business day prior.

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

2.11.1 INVOICE FORMAT

- A) A proper invoice shall identify SHA, labor category, associated TOA number and Title, date of invoice, period of performance covered by the invoice, the SHA issued PO Number and a TO Contractor point of contact with telephone number.
- B) The TO Contractor shall send the original of each invoice and supporting documentation (itemized billing reference for employees, including detail of work 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.

2.11.2 MBE PARTICIPATION REPORTS

Monthly reporting of MBE participation is required in accordance with the terms and conditions of the CATS II Master Contract by the 10th day of each month. The TO Contractor shall provide a completed MBE Participation form (Attachment 2, Form D-5) to SHA at the same time the invoice is sent. The TO Contractor shall ensure that each MBE Subcontractor provides a completed MBE Participation Form (Attachment 2, Form D-6). Subcontractor reporting shall be sent directly from the subcontractor to SHA. SHA will monitor both the TO Contractor’s efforts to achieve the MBE participation goal and compliance with reporting requirements. The TO Contractor shall email all completed forms, copies of invoices and checks paid to the MBE 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 - TO PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1 REQUIRED RESPONSE

Each Master Contractor receiving this CATS II TORFP must respond within the submission time designated in the Key Information Summary Sheet. Each Master Contractor is required to submit one of two possible responses: 1) a proposal or 2) a completed Master Contractor Feedback form. The feedback form helps the State understand for future contract development why Master Contractors did not submit proposals. The form is accessible via your CATS II Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu.

3.2 FORMAT

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

3.2.1 THE TECHNICAL PORTION OF THE TO PROPOSAL SHALL INCLUDE:

A) Proposed Services

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

B) Proposed Personnel

- 1) Identify and provide resumes for all proposed personnel by labor category.
- 2) Contractor must provide verification that the proposed resources meet the minimum required qualifications as specified in the TORFP.
- 3) Complete and provide Attachment 5 – Labor Classification Personnel Resume Summary.
- 4) Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under this TOA.

C) MBE Participation

- 1) Submit completed MBE documents Attachment 2 - Forms D-1 and D-2. Failure to submit MBE forms with the Technical portion of your offer shall deem your offer non-responsive

D) Subcontractors

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

E) Master Contractor and Subcontractor Experience and Capabilities

- 1) Provide three examples of work assignments that the proposed personnel have completed that were similar in scope to the one defined in this TORFP. Each of the three examples must include a reference complete with the following:
 - a) Name of organization.
 - b) Name, title, and telephone number of point-of-contact for the reference.
 - c) Type and duration of contract(s) supporting the reference.
 - d) The services provided, scope of the contract and performance objectives satisfied as they relate to the scope of this TORFP.

- e) Whether the proposed personnel are still providing these services and, if not, an explanation of why services are no longer provided to the client organization.
- 2) State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any government entity of the State of Maryland. For each identified contract, the Master Contractor shall provide:
- a) The State contracting entity,
 - b) A brief description of the services/goods provided,
 - c) The dollar value of the contract,
 - d) The term of the contract,
 - e) Whether the contract was terminated prior to the specified original contract termination date,
 - f) Whether any available renewal option was not exercised,
 - g) The State employee contact person (name, title, telephone number and e-mail address).

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

F) 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. Contractors are advised that, upon request for this information from a third party, the TO Procurement Officer will be required to make an independent determination regarding whether the information may be disclosed.

3.2.2 THE FINANCIAL RESPONSE OF THE TO PROPOSAL SHALL INCLUDE:

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

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

SECTION 4 - PROCEDURE FOR AWARDING A TO AGREEMENT

4.1 EVALUATION CRITERIA

The TO Contractor will be selected from among all eligible Master Contractors within the appropriate functional area responding to the CATS II TORFP. In making the TOA award determination, SHA will consider all information submitted in accordance with Section 3. The State will award the TOA to the contractor offering the most advantageous offer considering the technical and financial submissions.

4.2 TECHNICAL CRITERIA

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

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

4.3 SELECTION PROCEDURES

- 4.3.1 TO Proposals will be assessed throughout the evaluation process for compliance with the personnel qualifications in Section 2.9 and quality of responses to Section 3.2.1 of the TORFP. Master Contractor proposals that fail to meet the minimum qualifications will be deemed not reasonably susceptible for award, i.e., disqualified and their proposals eliminated from further consideration.
- 4.3.2 TO Proposals deemed technically qualified will have their financial proposal considered. All others will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.
- 4.3.3 The State will conduct interviews of all personnel proposed in each TO Proposal that meets minimum qualifications. In order to ensure as timely an evaluation process as possible, the State will begin conducting interviews approximately two weeks after receipt of proposals. The number of days for interviews will be dependent upon the number of qualified proposals received. The State will notify all Master Contractors by email of specific dates and contact information for scheduling the interviews. Master Contractors must ensure that proposed personnel will be available for the interview in order for their technical proposals to be considered for award.
- 4.3.4 Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.
- 4.3.5 **COMMENCEMENT OF WORK UNDER A TO AGREEMENT**
Commencement of work in response to a TO Agreement shall be initiated only upon issuance of a fully executed TO Agreement, a Non-Disclosure Agreement (TO Contractor), a Purchase Order, and by a Notice to Proceed authorized by the TO Procurement Officer.

ATTACHMENT 1 - PRICE PROPOSAL

PRICE PROPOSAL FOR CATS II TORFP # J02B0400007
LABOR CATEGORIES

Prices are valid for 90 days.

Labor rates in each labor category are fully loaded hourly rates that shall include all direct and indirect costs including but not limited to travel, parking, cell phones etc.

Labor Categories	A	B	C
	Fully Loaded Hourly Labor Rate	Total Class Hours Annually	Total Proposed CATS II TORFP Price
(Agency to insert description of work and number of hours actual or for financial evaluation. Master Contractor to insert Proposed Labor Categories for this TORFP)		*Hours adjusted based on State Holidays and two weeks of leave per resource.	
<u>Year #1:</u>			
(Resource Name / Classification) #1	\$	1960	\$
(Resource Name / Classification) #2	\$	1960	\$
(Resource Name / Classification) #3	\$	1960	\$
(Resource Name / Classification) #4	\$	1960	\$
		Total Cost Year 1	\$
<u>Year #2:</u>			
(Resource Name / Classification) #1	\$	1960	\$
(Resource Name / Classification) #2	\$	1960	\$
(Resource Name / Classification) #3	\$	1960	\$
(Resource Name / Classification) #4	\$	1960	\$
		Total Cost Year 2	\$
<u>Year #3:</u>			
(Resource Name / Classification) #1	\$	1960	\$
(Resource Name / Classification) #2	\$	1960	\$
(Resource Name / Classification) #3	\$	1960	\$
(Resource Name / Classification) #4	\$	1960	\$
		Total Cost Year 3	\$
<u>Year #4:</u>			
(Resource Name / Classification) #1	\$	1960	\$
(Resource Name / Classification) #2	\$	1960	\$
(Resource Name / Classification) #3	\$	1960	\$
(Resource Name / Classification) #4	\$	1960	\$
		Total Cost Year 4	\$

Year #5:			
(Resource Name / Classification) #1	\$	1960	\$
(Resource Name / Classification) #2	\$	1960	\$
(Resource Name / Classification) #3	\$	1960	\$
(Resource Name / Classification) #4	\$	1960	\$
		Total Cost Year 5	\$
Work Order Based Optional Assignments – (Please refer to Section 2.6.1.C for scope of optional tasks / assignment.) Please identify additional labor categories anticipated to be used.		For purpose of estimating, assume a maximum of 6000 hours will be allocated to the Optional assignments over the term of the Task Order	
(Resource Name / Classification)	\$		\$
(Resource Name / Classification)	\$		\$
(Resource Name / Classification)	\$		\$
Total Cost of Optional Assignments			\$
Total Evaluated Price w/o Optional Assignments			\$
Total Evaluated Price with Optional Assignments			\$

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, and must include all direct and indirect costs and profit for the Master Contractor to perform under the TOA.

SUBMIT WITH THE FINANCIAL RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING REQUIREMENTS

CATS II TORFP # J02B0400007

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.

As the TO Contractor, you have entered into a TO Agreement with the State of Maryland. As such, your company/firm is responsible for successful completion of all deliverables under the contract, including your commitment to making a good faith effort to meet the MBE participation goal(s) established for TORFP. Part of that effort, as outlined in the TORFP, includes submission of monthly reports to the State regarding the previous month's MBE payment activity. Reporting forms D-5 (TO Contractor Paid/Unpaid MBE Invoice Report) and D-6 (Subcontractor Paid/Unpaid MBE Invoice Report) are attached for your use and convenience.

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. The TO Contractor shall submit with each report all payment forms including copies of invoices and checks paid to each MBE subcontractor during the reporting period. **Note: Reports are required to be submitted each month, regardless of whether there was any MBE payment activity for the reporting month.**

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 10th of each month, regardless of whether there was any MBE payment activity for the reporting month.** 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. J02B0400007, I affirm the following:

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

OR

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

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.

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.

I understand that if I am notified that I am the apparent TO Agreement awardee, I must submit the following documentation within 10 working days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier.

- (a) Outreach Efforts Compliance Statement (Attachment D-3)
- (b) Subcontractor Project Participation Statement (Attachment D-4)
- (c) MBE Waiver Documentation per COMAR 21.11.03.11 (if applicable)
- (d) Any other documentation required by the TO Procurement Officer to ascertain offeror's responsibility in connection with the certified MBE participation goal.

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

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

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

Offeror Name

Signature of Affiant

Address

Printed Name, Title

Date

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 2

Minority Business Enterprise Participation Schedule

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

TO Prime Contractor (Firm Name, Address, Phone)	Task Order Description
Task Order Agreement Number J02B0400007	
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: _____

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 # J02B0400007, I state the following:

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

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

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

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

(DESCRIBE EFFORTS)

 This project does not involve bonding requirements.

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

_____	By:	_____
Offeror Name		Name
_____		_____
Address		Title

		Date

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

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 4

Subcontractor Project Participation Statement

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

Provided that _____ is awarded the TO Agreement in
(Prime TO Contractor Name)
conjunction with TORFP No. J02B0400007, it and _____,
(Subcontractor Name)
MDOT Certification No. _____, intend to enter into a contract by which the subcontractor shall:

(Describe work to be performed by MBE):

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

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

By:

By:

Prime Contractor Signature

Subcontractor Signature

Name

Name

Title

Title

Date

Date

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

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 5

Minority Business Enterprise Participation TO Contractor Paid/Unpaid Invoice Report

Report #: _____ Reporting Period (Month/Year): _____ Report is due by the 10th of the following month. Include copies of invoices and cancelled checks for each subcontractor paid during this reporting period	CATS II TORFP #J02B0400007 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 payments made to MBE subcontractor named above during this reporting period. 1. 2. 3. 4. Total Dollars Paid this Period: \$ _____ Total Dollars Paid to Date: \$ _____		List all unpaid invoices over 30 days old received from the MBE subcontractor named above: 1. 2. 3. 4. 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:

Frank Vasilius Office of Information Technology State Highway Administration P.O. BOX 717, MS C-605 Baltimore, MD 21203-0717 Email: SHAMBEreport@SHA.STATE.MD.US	Wanda Dade, D/MBE Manager Office of Equal Opportunity State Highway Administration 211 E. Madison Street, MLL3 Baltimore, MD 21202 Email: wdade@sha.state.md.us
---	---

Signature: _____ Date: _____

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 6

Minority Business Enterprise Participation Subcontractor Paid/Unpaid Invoice Report

Report #: _____ Reporting Period (Month/Year): __/_____ Report Due By the 10th of the following Month.	CATS II TORFP #J02B0400007 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 this Period: \$ _____ Total Dollars Paid to Date: \$ _____	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:

Frank Vasilios Office of Information Technology State Highway Administration P.O. BOX 717, MS C-605 Baltimore, MD 21203-0717 Email: SHAMBEreport@SHA.STATE.MD.US	Wanda Dade, D/MBE Manager Office of Equal Opportunity State Highway Administration 211 E. Madison Street, MLL3 Baltimore, MD 21202 Email: wdade@sha.state.md.us
---	---

Signature: _____ Date: _____

Submit as required in TO Contractor MBE Reporting Requirements

Attachment 2 - SHA FORM 14.0-OEO

STATE HIGHWAY ADMINISTRATION OF MARYLAND
 DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION REPORT
 QUARTERLY REPORTING PERIOD _____

SHAFAP CONTRACT NUMBER & TOTAL DOLLAR AMOUNT OF CONTRACT	% OF PROJECT COMPLETION	NAME OF DBE/MBE	ITEMS OF WORK & SERVICES PERFORMED	DBE/MBE % OF COMPLETION	SUBMITTED ON THE AAP YES/NO	PROPOSED DOLLAR AMOUNT OF WORK TO BE PERFORMED BY DBE/MBES	TOTAL DOLLARS PAID THIS PERIOD	TOTAL DOLLARS PAID TO DATE	HAVE ALL PAYMENTS TO THE DBE/MBES BEEN COMPLETED?	IF DBE/MBE DID NOT ACHIEVE ITS PROPOSED DOLLAR AMOUNT, GIVE REASON WHY

DATE OF SUBMITTAL _____ NAME OF FIRM _____	PREPARED BY _____ TELEPHONE NO. _____
---	--

SEE INSTRUCTION ON NEXT PAGE
 SHA FORM 14.0-OEO
 REVISED 12/99

Attn: Jeannette McCune

INSTRUCTION FOR PREPARING THE REPORT

1. This report is to be sent to the Director of the Office of Equal Opportunity on a quarterly basis.
2. If you have more than one project, you must fill out one DBE/MBE Participation Report per project.
3. SHA/FAP CONTRACT NUMBER AND TOTAL DOLLAR AMOUNT OF CONTRACT:
Note the State Highway Administration (SHA) contract number; and , if applicable, not the Federal-Aid Project (FAP) number. Also include the total dollar amount of the contract as submitted on the Affirmative Action Plan. (Schedule for Participation of Disadvantaged Business Enterprises).
4. % of PROJECT COMPLETION: Self-explanatory
5. Name of DBE/MBE:
List each Disadvantaged/Minority firm named in the Affirmative Action Plan, regardless of whether or not the firm participated on or in the project during the quarter; and, if applicable, include any certified Disadvantaged/minority firm participating on or in the project which was not submitted on the Affirmative Action Plan.
6. ITEMS OF WORK AND SERVICES PERFORMED: List the items/services for each firm as submitted in the Affirmative Action Plan.
7. DBE/MBE % OF COMPLETION: Indicate the total % of completion of work on the project by the DBE/MBE firm.
8. SUBMITTED ON THE AAP YES/NO: If the firm was listed on the Affirmative Action Plan, not the appropriate response.
9. PROPOSED DOLLAR AMOUNT OF WORK TO BE PERFORMED BY DBE/MBEs: List the proposed dollar amount submitted on the Affirmative Action Plan.
10. TOTAL DOLLARS PAID THIS PERIOD: Only report the amount of monies which reflect payments made to the DBE/MBE firms during the quarter based on returned cancelled checks on file at the time the report is being prepared.
11. TOTAL DOLLARS PAID TO DATE: Self-explanatory
12. HAVE ALL PAYMENTS TO THE DBE/MBEs BEEN COMPLETED? YES/NO If all final payments have been made (including retainage out of the "Proposed Dollar Amount," not the appropriate response. (Note: THIS REPORT WILL CONTINUE TO BE REQUESTED UNTIL A "YES" IS NOTED FOR ALL MINORITY OR DISADVANTAGED FIRMS WHO PARTICIPATED ON A PARTICULAR PROJECT)
13. IF DBE/MBE DID NOT ACHIEVE ITS PROPOSED DOLLAR AMOUNT, GIVE REASON WHY: (IF APPLICABLE) If the firm has completed all work on the project and the amount listed in the "Total Dollars Paid To Date" column is less than the amount listed in the "Proposed Dollar Amount of Work" column, provide a reason explaining the difference in dollars.

14.

ATTACHMENT 3 - Task Order Agreement

CATS II TORFP # J02B0400007 OF MASTER CONTRACT # 060B9800035

This Task Order Agreement (“TO Agreement”) is made this **day** of **Month**, 200**X** by and between **MASTER CONTRACTOR** and the STATE OF MARYLAND, SHA.

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

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
 - a. “Agency” means the SHA, as identified in the CATS II TORFP # J02B0400007.
 - b. “CATS II TORFP” means the Task Order Request for Proposals # J02B0400007, dated **MONTH DAY, YEAR**, including any addenda.
 - c. “Master Contract” means the CATS II Master Contract between the Maryland Department of Information Technology and **MASTER CONTRACTOR** dated September 22, 2008.
 - d. “TO Procurement Officer” means Joe Gatto. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
 - e. “TO Agreement” means this signed TO Agreement between the SHA and **MASTER CONTRACTOR**.
 - f. “TO Contractor” means the CATS II Master Contractor awarded this TO Agreement, whose principal business address is _____.
 - g. “TO Manager” means **TO Manager** of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
 - h. “TO Proposal - Technical” means the TO Contractor’s technical response to the CATS II TORFP dated **date of TO Proposal – Technical**.
 - i. “TO Proposal - Financial” means the TO Contractor’s financial response to the CATS II TORFP dated **date of TO Proposal - FINANCIAL**.
 - j. “TO Proposal” collectively refers to the TO Proposal – Technical and TO Proposal – Financial.
2. Scope of Work
 - 2.1. This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supersede the Master Contract.
 - 2.2. The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS II TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
 - a. The TO Agreement,
 - b. Exhibit A – CATS II TORFP
 - c. Exhibit B – TO Proposal-Technical
 - d. Exhibit C – TO Proposal-Financial

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

3. Time for Performance.

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS II TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of **XXX year**, commencing on the date of Notice to Proceed and terminating on **MONTH DAY, YEAR**.

4. Consideration and Payment

4.1 The consideration to be paid the TO Contractor shall be done so in accordance with the CATS II TORFP and shall not exceed the total amount of the task order. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.

4.2 Payments to the TO Contractor shall be made as outlined Section 2 of the CATS II TORFP, but no later than thirty (30) days after the Agency's receipt of an invoice for services provided by the TO Contractor, acceptance by the Agency of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.

4.3 Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is _____. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices must be submitted to the Agency TO Procurement Officer unless otherwise specified herein.

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

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

TO CONTRACTOR NAME

By: Type or Print TO Contractor POC

Date

Witness: _____

STATE OF MARYLAND, SHA

By: insert name, TO Procurement Officer

_____ Date

Witness: _____

ATTACHMENT 4 - Conflict Of Interest Affidavit And Disclosure

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

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

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

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

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

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

Date: _____ By: _____
(Authorized Representative and Affiant)

SUBMIT AS A .PDF FILE WITH TECHNICAL RESPONSE

ATTACHMENT 5 - Labor Classification Personnel Resume Summary

INSTRUCTIONS:

1. Master Contractors must comply with all personnel requirements under the Master Contract RFP 060B9800035 and those Minimum Qualifications and/or Certifications identified in the subject TORFP.
2. Only labor categories proposed in the Master Contractors Technical proposal may be proposed under the CATS II TORFP process.
3. For each person proposed in any of the labor categories, complete one Labor Category Personnel Resume Summary to document how the proposed person meets each of the minimum requirements identified in both the Master Contract and the subject TORFP.

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 including those identified in the subject TORFP. Where there is a time requirement such as 3 months experience, you must provide the dates from and to showing an amount of time that equals or exceeds mandatory time requirement.

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

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

Proposed Individual's Name: _____ Prime or Sub Contractor Company Name (of proposed Resource): _____	How does the proposed individual meet each requirement?
LABOR CLASSIFICATION TITLE – (INSERT LABOR CATEGORY NAME)	
Education: (Insert the education description from the CATS II RFP from section 2.10 for the applicable labor category.)	
Experience: (Insert the experience description from the CATS II RFP from section 2.10 for the applicable labor category.)	(Must include dates from and to.)
Duties: (Insert the duties description from the CATS II RFP from section 2.10 for the applicable labor category.)	
Additional Minimum Qualifications:	(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)
The Master Contractor shall propose individuals that collectively possess expertise in the following: Required Experience <ul style="list-style-type: none"> • 2 years experience with Microsoft SQL Server • 1 year experience with Microsoft SharePoint Administration • 1 year experience with Microsoft SharePoint Planning, Architecture and Installation • 2 years Windows Server setup and configuration experience in relationship to 	

<p>SharePoint</p> <ul style="list-style-type: none"> • 1 year experience with Interwoven, Inc. TeamSite Administration • 1 year experience in developing Backup Architecture, Backup Scripts and Backup Restores within a SharePoint / SQL environment. • 1 year experience in Hardware and Software maintenance and upgrades • 1 year experience in latest IIS Security patches and threats, • 1 year experience in VB.NET programming, • 1 year experience in analyzing Web applications against performance objectives and server configurations, • 1 year experience in .Net Framework, • 1 year experience in Cascading Style Sheets. • 1 year experience in Extensible Markup Language (XML) • 1 year experience in Perl Programming Language • 1 year experience in Active Directory • 1 year experience in SSL, PKI and Certificates • 1 year experience in Analyzing Web Statistics <p><u>Preferred Experience</u></p> <ul style="list-style-type: none"> • 1 year experience in evaluating application security, • 1 year experience in evaluating DLL security, 	
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The information provided on this form for this labor class is true and correct to the best of my knowledge:

Contractor’s Contract Administrator:

Signature

Date

Proposed Individual:

Signature

Date

SUBMIT WITH TO RESPONSE
SIGNATURE REQUIRED AT THE TIME OF THE INTERVIEW

ATTACHMENT 6 - Directions to the Pre-TO Proposal Conference

Driving directions for MDOT Headquarters
7201 Corporate Center Dr.
Hanover, Md. 21076

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

From the South

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

From the North

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

Marc Train Service

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

Light Rail Service

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

ATTACHMENT 7 - 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 #J02B0400007 for SHA Internet and Intranet Web Site Systems Operations, Maintenance and Support. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to _____. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information referenced above, OFFEROR agrees as follows:

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

OFFEROR: _____

BY: _____

NAME: _____

TITLE: _____

ADDRESS: _____

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

ATTACHMENT 8 - NON-DISCLOSURE AGREEMENT (TO Contractor)

THIS NON-DISCLOSURE AGREEMENT ("Agreement") is made as of this ___ day of _____, 200__, by and between the State of Maryland ("the State"), acting by and through its SHA (the "Department"), and _____ ("TO Contractor"), a corporation with its principal business office located at _____ and its principal office in Maryland located at _____.

RECITALS

WHEREAS, the TO Contractor has been awarded a Task Order Agreement (the "TO Agreement") for SHA Internet and Intranet Web Site Systems Operations, Maintenance and Support TORFP No. J02B0400007 dated _____, (the "TORFP" issued under the Consulting and Technical Services II procurement issued by the Department, Project Number 060B9800035; and

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

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

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

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

Contractor/Contractor's Personnel:

SHA:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

ATTACHMENT 9 – TO CONTRACTOR SELF-REPORTING CHECKLIST

The purpose of this checklist is for CATS II Master Contractors to self-report on adherence to procedures for task orders (TO) awarded under the CATS II master contract. Requirements for TO management can be found in the CATS II master contract RFP and at the TORFP level. The Master Contractor is requested to complete and return this form by the **Checklist Due Date** below. Master Contractors may attach supporting documentation as needed. Please send the completed checklist and direct any related questions to contractoversight@doit.state.md.us 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	
A) Was the original TORFP (Task Order Request for Proposals) structured to link invoice payments to distinct deliverables with specific acceptance criteria? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, skip to Section 2.)	
B) Do TO invoices match corresponding deliverable prices shown in the accepted Financial Proposal? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____	
C) Is the deliverable acceptance process being adhered to as defined in the TORFP? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____	
Section 2 – Task Orders with Invoices Linked to Time, Labor Rates and Materials	
A) If the TO involves material costs, are material costs passed to the agency without markup by the Master Contractor? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____	
B) Are labor rates the same or less than the rates proposed in the accepted Financial Proposal? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____	
C) Is the Master Contractor providing timesheets or other appropriate documentation to support invoices? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____	
Section 3 – Substitution of Personnel	
A) Has there been any substitution of personnel? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, skip to Section 4.)	
B) Did the Master Contractor request each personnel substitution in writing? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____	
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) _____	
D) Was the substitute approved by the agency in writing? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____	
Section 4 – MBE Participation	

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

B) Are MBE reports D-5 and D-6 submitted monthly?
Yes No (If no, explain why) _____

C) What is the actual MBE percentage to date? (divide the dollar amount paid to date to the MBE by the total amount paid to date on the TO)
%
(Example - \$3,000 was paid to date to the MBE sub-contractor; \$10,000 was paid to date on the TO; the MBE percentage is 30% ($3,000 \div 10,000 = 0.30$))

D) Is this consistent with the planned MBE percentage at this stage of the project?
Yes No (If no, explain why) _____

E) Has the Master Contractor expressed difficulty with meeting the MBE goal?
Yes No
(If yes, explain the circumstances and any planned corrective actions)

Section 5 – TO Change Management

A) Is there a written change management procedure applicable to this TO?
Yes No (If no, explain why) _____

B) Does the change management procedure include the following?
Yes No Sections for change description, justification, and sign-off
Yes No Sections for impact on cost, scope, schedule, risk and quality (i.e., the impact of change on satisfying TO requirements)
Yes No A formal group charged with reviewing / approving / declining changes (e.g., change control board, steering committee, or management team)

C) Have any change orders been executed?
Yes No
(If yes, explain expected or actual impact on TO cost, scope, schedule, risk and quality)

D) Is the change management procedure being followed?
Yes No (If no, explain why) _____

ATTACHMENT 10 – LIVING WAGE AFFIDAVIT OF AGREEMENT

Contract No. _____

Name of Contractor _____

Address _____

City _____ State _____ Zip Code _____

If the Contract is Exempt from the Living Wage Law

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

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

If the Contract is a Living Wage Contract

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

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

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

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

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____ Title: _____

Witness Name (Typed or Printed): _____

Witness Signature & Date: _____

ATTACHMENT 11 – PERFORMANCE EVALUATION

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

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

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

INITIATIVE	Evaluation				
	Far Exceeds Standards	Exceeds Standards	Meets Standards	Below Standards	Far Below Standards
Contribution	Always participates in problem solving and/or making operational improvements; contributes constructive ideas and suggestions that have major impact	Consistently participates in problem solving and/or making operational improvements; 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 <u>or</u> learning new technology or processes but accepts training if assigned	Declines offers for training <u>or</u> to learn new technology or processes

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

INTERPERSONAL RELATIONSHIPS (Continued)	Evaluation				
	Far Exceeds Standards	Exceeds Standards	Meets Standards	Below Standards	Far Below Standards
Tact			Consistently polite, respectful of others; considers the viewpoints of others; has a positive effect on people	Marginally polite and respectful; reluctantly considers the viewpoint of others	Rude and disrespectful; infrequently considers viewpoint of others; has a negative effect on people
Adaptability To Change	Presents positive out-look 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

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 12 – 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

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 13

SMALL BUSINESS CONTRACT AFFIDAVIT

***** PROVIDING FALSE INFORMATION *****

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

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

***** FAILURE TO MEET MINIMUM QUALIFICATIONS *****

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

I AFFIRM THAT:

To the best of my knowledge, information, and belief, as of the date of submission of this Bid/Proposal, _____ (name of firm) meets the qualifications for certification as a Small Business in Maryland. I further affirm that, if for any reason during the term of the contract _____ (name of firm) no longer meets the qualifications for certification as a Small Business in Maryland, I will notify the Procurement Officer within 30 days. I agree that a failure to so notify the Procurement Officer of this change in circumstances may result in this contract being terminated for default.

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

SMALL BUSINESS QUALIFICATION NUMBER _____

Date of Most Recent Qualification _____

DATE: _____

BY: _____

Signature (Authorized Representative and Affidavit)

NOTICE TO BIDDERS

SMALL BUSINESS RESERVE PROCUREMENT

This is a Small Business Reserve Procurement for which award will be limited to Certified Small Business vendors. Only businesses that meet the statutory requirements set forth in State Finance and Procurement Article, § 14-501 - 14-505, Annotated Code of Maryland, and who are registered with the Department of General Services Small Business Reserve Program are eligible for award of a contract.

For the purposes of a Small Business Reserve Procurement, a small business is a business, other than a broker, that meets the following criteria:

The business is independently owned and operated;

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

* If a business has not existed for three years, the gross sales average is computed for the period of the business's existence. For newly formed businesses the determination will be based upon employment levels and projected gross sales.

Further information on the certification process is available at www.dgs.state.md.us and click on the Small Business Reserve hyperlink.