



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

**SBR ONLY**

**Business Analyst,  
Quality Assurance Engineer,  
& Technical Writer Resources**

**CATS+ TORFP # J01B3400038**

**Maryland Transportation Authority (MDTA)**

**ISSUE DATE: June 13, 2013**

## KEY INFORMATION SUMMARY SHEET

This Consulting and Technical Services Plus (CATS+) Task Order Request for Proposal (TORFP) is issued to obtain the services necessary to satisfy the requirements defined in Section 2 - Scope of Work. All CATS+ 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 shall submit a Master Contractor Feedback form. The form is accessible via your CATS+ 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+ RFP issued by the Maryland Department of Information Technology (DoIT) and subsequent Master Contract Project Number 060B2490023, including any amendments.

<b>TORFP Name:</b>	Business Analyst, Quality Assurance Engineer, and Technical Writer Resources
<b>Functional Area:</b>	FA11 – Business Process Consulting Services
<b>TORFP Issue Date:</b>	06/13/13
<b>Closing Date and Time:</b>	07/09/13 at 2:00 p.m.
<b>TORFP Issuing Office:</b>	Maryland Transportation Authority Division of Information Technology
<b>Questions and Proposals are to be sent to:</b>	Trisha O’Neal toneal@mdot.state.md.us
<b>Questions Due:</b>	June 24, 2013 at 2 p.m.
<b>TO Procurement Officer:</b>	Trisha O’Neal Office Phone: 410-865-1386 Office Fax: 410-865-1388
<b>TO Manager:</b>	Andy Cole Office Phone Number: 410-537-6728 Office FAX Number: 410-537-6750
<b>Project Number:</b>	J01B3400038
<b>TO Type:</b>	Time and materials
<b>Period of Performance:</b>	5 year
<b>MBE Goal:</b>	0%
<b>Small Business Reserve (SBR):</b>	Yes
<b>Primary Place of Performance:</b>	TO Contractor to provide office space at TO Contractor’s site when not working at MDTA site. Meetings, interviews, other work that shall be performed on-site shall primarily be in Central Maryland (Baltimore) area.

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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+ Master Contract; and, in conjunction with the selected Master Contractor(s), 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, either one (1) or multiple Master Contractor(s) will be selected to conduct the work defined in Section 2 - Scope of Work. A specific TOA, Attachment 3, will then be entered into between the State and the selected Master Contractor(s), which will bind the selected Master Contractor(s) (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 (2) attachments in MS Word format. The "subject" line in the e-mail submission shall state the TORFP #J01B3400038. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS+ TORFP #J01B3400038 Technical". The second file will be the financial response to this CATS+ TORFP and titled, "CATS+ TORFP #J013400038 Financial". The following proposal documents shall not be altered and shall 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 6 – Non Disclosure Agreement (TO Contractor)
- Attachment 11 – Criminal Background Check Affidavit
- Certifications (if Applicable)

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

## 1.4 ORAL PRESENTATIONS/INTERVIEWS

All Master Contractors and proposed staff may be required to make an oral presentation to State representatives. Significant representations made by a Master Contractor during the oral presentation shall be submitted in writing. All such representations shall become part of the Master Contractor's proposal and are binding, if the Contract is awarded. The TO Manager will notify Master Contractor(s) of the time and place of oral presentations. All oral presentations and interviews shall be conducted in person upon request of the TO Manager. The MDTA will not consider conference calls, phone or webinar interviews.

## 1.5 MINORITY BUSINESS ENTERPRISE (MBE)

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

**Contractor to complete, sign, and submit all required MBE documentation at the time it submits its TO Proposal shall result in the State's rejection of the Master Contractor's TO Proposal.**

## **1.6 CONFLICT OF INTEREST**

The TO Contractor(s) awarded the TOA shall provide IT technical and/or consulting services for State agencies or component programs with those agencies, and shall 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**

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

## **1.8 LIMITATION OF LIABILITY CEILING**

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

## **1.9 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES**

DoIT is responsible for contract management oversight on the CATS+ Master Contract. As part of that oversight, DoIT has implemented a process for self-reporting contract management activities of CATS+ 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+ TOs are subject to review.

Attachment 8 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.

## SECTION 2- SCOPE OF WORK

### 2.1 PURPOSE

The Maryland Department of Transportation (MDOT) Office of Procurement is issuing this CATS + TORFP to qualified SBRs to initially obtain five (5) Business Analysts, one (1) Quality Assurance Engineer, and one (1) Technical Writer to facilitate the full project requirement lifecycle for the Maryland Transportation Authority (MDTA). Activities shall include but not limited to the following: preparation and documentation of business cases, review and documentation of existing business processes, elicitation and documentation of business requirements, testing and deficit tracking, and the documentation of future processes for a variety of proposed and current MDTA projects. The MDTA reserves the right to procure up to a maximum of five (5) additional Business Analyst resources, two (2) additional Quality Assurance Engineers, and two (2) additional Technical Writers under this TORFP as needed.

### 2.2 REQUESTING AGENCY BACKGROUND

The MDTA is an independent State agency established in 1971 to finance, construct, manage, operate and improve the State's toll facilities, as well as to finance new revenue-producing transportation projects for MDOT. The MDTA has eight toll facilities – two turnpikes, two tunnels and four bridges to help keep traffic moving in Maryland.

Our Mission: The MDTA will be financial stewards of our dedicated revenue sources to provide vital transportation links that move people to promote commerce in Maryland by:

- Creating and maintaining a transportation network of highways, bridges, and tunnels where safety and efficiency are priorities;
- Operating and securing our facilities with innovative technologies; and
- Financing transportation facilities that offer convenient choices to travelers.

### 2.3 ROLES AND RESPONSIBILITIES

**TO Procurement Officer** - The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement scope issues, and for authorizing any changes to the TO Agreement including Change Orders.

**TO Manager** - The TO Manager has the primary responsibility for the management of the work performed under the TO Agreement; administration functions, including issuing written directions; ensuring compliance with the terms and conditions of the CATS + Master Contract; process Change Orders 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.

**MDOT Contract Management Office** - The CMO is responsible for management of the contract after award.

**TO Contractor** - TO Contractor's role and responsibility shall include but not limited to the following: preparation and documentation of business cases, review and documentation of existing business processes, elicitation and documentation of business requirements, testing and deficit tracking, and the documentation of future processes for a variety of proposed and current MDTA projects.

**MDOT Contract Management Office (CMO)** – The CMO is responsible for management of the contract after award.

## 2.4 SYSTEM BACKGROUND AND DESCRIPTION

The MDTA Division of Information Technology (MDTA DoIT) recognizes that business processes, business cases, and system requirements shall be understood and properly documented in order to deliver successful IT Systems projects that meet the needs of the business areas on-time and within budget. The MDTA DoIT has a backlog of project requests for new systems and for enhancements to existing systems.

The MDTA's technical environment includes a Microsoft network running on HP blade servers supporting primarily windows-based server operating systems (Windows 2003/ 2008 Server) within a VMWare virtual environment.

The MDTA's desktop computers are primarily Windows XP Professional with the following standard software packages:

- Adobe Acrobat Reader 8.0
- Google Earth Enterprise Client 6.1
- Internet Explorer 8.0
- Microsoft Office Outlook 2003 (with Microsoft Exchange Server 2003 backend)
- Microsoft Office Professional 2003

MDTA currently uses the following systems and technologies:

- ArcGIS/ SDE
- Centralized data storage for Microsoft Access Databases
- Citrix Presentation Server
- Google Earth Enterprise
- IA Pro
- IBM Maximo 4.1.1 Transportation
- MdE, Inc's Automated Observation Reports and Evaluations (ADORE)
- Microsoft Dynamics SL (Solomon) Financial Management System & Business Portal
- OpenText Livelink 9.x
- OrgPlus Enterprise (OPE)
- Power DMS
- Primavera
- Salesforce
- SumTotal Learning Management System (LMS) formerly Pathlore and Registrar
- Systems Alliance Site Executive
- SQL Server Reporting Services
- Microsoft SQL Server 2005 & 2008
- Oracle 8i, 10g, & 11g

MDTA anticipates that during the duration of this TORFP, the following new technologies may be implemented:

- IBM Maximo 7 / 8
- Implementation/ expansion of web based reporting and data entry
- Implementation of Computer Aided Dispatch / Records Management Systems (CAD/ RMS)
- Microsoft Dynamics SL 2011
- Microsoft Office & Sharepoint 2010
- Migrate from MS Exchange to Google Gmail / Google Docs
- Thin Client Devices connecting to a Virtual Desktop (VDI) to replace existing desktop computers
- Windows 7 Professional (desktop operating system)



## 2.5 PROFESSIONAL DEVELOPMENT

Networking technology, software products, and industry best practices continuously change. The TO Contractor shall ensure continuing education opportunities for the personnel provided under this task order. This education would be associated with the technologies currently utilized by the MDTA or anticipated to be implemented by the MDTA in the near future. The time allocated to these continuing education activities for staff deployed to the MDTA on a full-time basis shall not be charged to this task order. Actual course costs are the responsibility of the TO Contractor.

## 2.6 REQUIREMENTS

### 2.6.1 TO CONTRACTOR PERSONNEL – ROLE SPECIFIC DUTIES AND RESPONSIBILITIES

The work to be accomplished by the TO Contractor Personnel under this TORFP includes the following:

#### 2.6.1.1 Business Analyst

The Business Analyst shall:

- A) Participate in the Project Preliminary Planning phase, which covers the receipt/review of initial project requests, refinement of the project request, and development of the business case and concept proposal.
- B) Produce project feasibility and cost benefit analysis reports to assist MDTA executive management in determining whether a project should proceed.
- C) Transition a project from idea or concept through preliminary planning phase to become a chartered project.
- D) Assist with project scope definition and management plan.
- E) Have the ability to correctly identify project stakeholders and respective Subject Matter Experts (SME's)
- F) Facilitate an elicitation session with a large group of stakeholders.
- G) Understand and communicate information on the requirements development and management process to the project team.
- H) Have the ability to differentiate between modeling techniques to determine which is appropriate for a project (ie use cases, workflow, swim lanes, context diagrams ....).
- I) Develop and utilize modeling tools and techniques to communicate with the stakeholders.
- J) Develop, maintain and present a different requirement documents (Business, Functional, Non-Functionl)
  - a. Business Requirements are higher-level statements of the goals, objectives, or needs of the enterprise. They describe the reasons why a project has been initiated, the objectives that the project will achieve, and the metrics that will be used to measure its success. Business requirements describe needs of the organization as a whole, and not groups or stakeholders within it. They are developed and defined through enterprise analysis.
  - b. Functional Requirements - describe the behavior and information that the solution will manage. They describe capabilities the system will be able to perform in terms of behaviors or operations - specific information technology application actions or responses.
  - c. Non-functional Requirements capture conditions that do not directly relate to the behavior or functionality of the solution, but rather describe environmental conditions under which the solution must remain effective or qualities that the systems must have. They are also known as quality or supplementary requirements. These can include requirements related to capacity, speed, security, availability and the information architecture and presentation of the user interface.

- K) Develop, maintain and present test plan.
- L) Develop, maintain and present test cases.
- M) Develop, maintain and present test scripts.
- N) Develop and maintain defect management.
- O) Conduct a quality review walkthrough of business requirements documentation.
- P) Facilitate and obtain signoff on requirements documentation.
- Q) Implement and enforce a change management procedure for requirements documentation.
- R) Comprehend basic to complex business issues; contribute to Information Technology projects by translating business needs into understandable requirements.
- S) Operate as a spokesperson for the business departments as they interact with the MDTA DoIT group to determine appropriate computer-related solutions to business problems.
- T) Examine a business activity to help decide whether new IT solutions will improve productivity.
- U) Elicit and document existing business models and work flows with the applicable SME's.
- V) Provide recommendations related to proposed solution.
- W) Deliver informative, well-organized presentations.
- X) Understand the role of the system in the big picture and provide ideas and recommendations regarding the evolution of the system and any project interdependencies to consider.
- Y) Using a variety of technical and analytical tools create and present cost specifications for possible improvements
- Z) Produce high level outline designs or use cases to aid in the development and construction of requirements.
- AA) Provide client support and consultation for IT issues and make recommendations on applicable technology.
- BB) Identify the benefits of a project, potential project team members, project deliverables, and appropriate project performance metrics.
- CC) Identify initial performance measures that will be used to determine whether the project was successful.
- DD) Attend internal MDTA staff meetings as requested.
- EE) Facilitate communication and project meetings in the absence of the project manager.

### **2.6.1.2 Quality Assurance Engineer**

The Quality Assurance Engineer shall:

- A) Conduct a quality review walkthrough of business requirements documentation.
- B) Collaborate with vendors and SME's on unit testing.
- C) Act as a senior QA technical resource on project teams to oversee all QA test plans, cases, and scripts.
- D) Interact with Developers, User Groups, Business Analysts, System Administrators, SME's, and other project team members.
- E) Apply proven analytical and problem-solving skills to help validate IT processes through careful testing in order to maximize the benefit of business investments in IT initiatives.
- F) Develop and establish quality assurance measures and testing standards for new applications, products, and/or enhancements to existing applications throughout their development/product lifecycles.
- G) Prepare and deliver reports, recommendations, or alternatives that address existing and potential trouble areas in IT systems and projects across the organization.

- H) Conduct internal audits to measure and assure adherence to established QA standards for software development, application integration, and information system performance, and corresponding documentation.
- I) Design and execute manual test plans and test scripts for integrated systems, user acceptance testing, complete modules, and/or workflows.
- J) Develop (converting requirements), maintain, execute, and present test plan to rigorously test product functionality and investigate all potential product test failures.
- K) Ensure that testing activities allow applications to meet business requirements and systems goals, fulfill end-user requirements, and identify existing or potential issues.
- L) Collaborate with software/systems personnel in application testing, such as system, unit, regression, load, and acceptance testing methods.
- M) Make recommendations for improvement of applications to programmers and software developers or engineers.
- N) Communicate test progress, test results, and other relevant information to project stakeholders and project team.
- O) Test any new software to ensure integration into MDTA systems meets functional requirements, system compliance, and technical specifications.
- P) Analyze formal test results in order to discover and report any defects, bugs, errors, configuration issues, and interoperability flaws.
- Q) Perform bug fix verification and validation.
  - a. Monitor and track all issues
  - b. Perform all requirement and system testing
  - c. Retest all issues to validate system fixes
- R) Assist in the development of change control processes, practices, and guidelines for new and existing technologies.
- S) Participate in developing, distributing, and coordinating in-depth end-user reviews for modified and new systems or applications.
- T) Cultivate and disseminate knowledge of quality assurance best practices.
- U) Verify and revise quality assurance standards as needed.
- V) Provides quality management for information systems using the standard methodologies, techniques, and metrics for assuring product quality and key activities in quality management.
- W) Establish capable processes, monitoring and control of critical processes and product mechanisms for feedback of performance, implementation of an effective root cause analysis and corrective action system, and continuous process improvement.
- X) Provides strategic quality plans in targeted areas of the organization.
- Y) Provides quality assurance (QA) strategies to ensure continuous production of products consistent with established industry standards, government regulations and customer requirements.
- Z) Develops and implements life cycle and QA methodologies and educates, and implements QA metrics.

### **2.6.1.3 Technical Writer**

The Technical Writer shall:

- A) Organize material and complete writing assignment according to set standards regarding order, clarity, conciseness, style, and terminology.
- B) Maintain records and files of work and revisions.
- C) Edit, standardize, or make changes to material prepared by other writers or establishment personnel.

- D) Confer with SME, stakeholders, project team members to establish technical specifications and to determine subject material to be developed for publication.
- E) Responsible for the review of project documentation prior to publication
- F) Select drawings, sketches, diagrams, charts, and screenshots to illustrate material.
- G) Study drawings, specifications, mockups, and product samples to integrate and delineate technology, operating procedure, and production sequence and detail.
- H) Interview production and engineering personnel and read journals and other material to become familiar with product technologies and production methods.
- I) Observe production, developmental, and experimental activities to determine standard operating procedure and detail.
- J) Arrange for typing, duplication, and distribution of material.
- K) Analyze developments in specific field to determine need for revisions in previously published materials and development of new material.
- L) Observe, receive, and otherwise obtain information from all relevant sources
- M) Develop, design, or create new applications, ideas, relationships, systems, or projects
- N) Collaborate with the project team to design and define the screens and reports.
- O) Collaborate with the project team and SME's to make sure the fields flow in the right sequence, that the field labels are clear and easily understood, and that any onscreen text or embedded help text is clear and concise.
- P) Creates many different types of user documentation (how-to guides, quick references, quick cards, or cheat sheets, standard operating procedures (SOP), user manuals, users guides, training guides, white papers, service level agreements (SLA), and/or data stewardship agreements).
- Q) Collaborate with internal review of all project documentation.
- R) Turn drafts into smooth, tight writing that eliminates verbosity and results in easier reading and better understanding.
- S) Edit written material for clarity, flow, proper English and unobtrusive grammar.
- T) Take hand drawn illustrations (e.g. workflow diagrams), re-draw them to MS Visio, and embed them into Microsoft Word documents.
- U) Scan documents, add meta tags, and store in the correct project folders.
- V) Conducts research and ensures the use of proper technical terminology.
- W) Translates technical information into clear, readable documents to be used by technical and non-technical personnel.
- X) For applications built to run in a Windows environment, uses the standard help compiler to prepare all on-line documentation.
- Y) Assists in performing financial and administrative functions.
- Z) Other duties as assigned by the project manager.

#### **2.6.2 TO CONTRACTOR PERSONNEL –DUTIES AND RESPONSIBILITIES FOR ALL RESOURCES**

- A) The TO Contractor shall be responsible for providing on a continual basis for all assigned tasks, the personnel required in this TORFP within the timeframe required as specified by the TO Manager.
- B) The TO Contractor Personnel shall be expected to perform most duties remotely from the TO Contractor's worksite.
- C) Optionally, the TO Contractor individual may be required to work on-site on a daily basis if/when space is available and the need to do so is expressed by the TO Manager.
- D) The TO Contractor Personnel shall work on-site at a MDTA facility for the following tasks:
  - a. attending and conducting meetings,
  - b. requirement sessions,
  - c. others as requested by TO Manager.
- E) On-site task will be coordinated with the TO Manager. Assignments will be given and reviewed by the TO Manager.
- F) The TO Contractor Personnel shall also interface with all levels of management and the work force.

- G) Travel may be required between MDTA facilities throughout Maryland. All TO Contractor Personnel shall have valid driver's license and own transportation. There will be no travel reimbursement.
- H) TO Contractor Personnel are expected to be:
  - a. On time when reporting to an appointment at the MDTA (or meeting location specified by the MDTA);
  - b. Act in a professional manner;
  - c. Be well prepared to complete assignments;
  - d. Adhere to MDTA policies; and
  - e. Complete assignments by designated due dates.
- I) The TO Contractor Personnel are expected to be delivered completed documents on time, formatted according to MDTA standards, correct punctuation, spelling and grammar.
- J) By Monday, 12:00pm (Noon) of each week, the TO Contractor Personnel shall be responsible for compiling and submitting to the TO Manager via email a one-page status report (in MS Word format, template to be provided) for their prior work week that summarizes the following:
  - Top Three Priorities
  - Actual Tasks & Accomplishments for the reporting period
  - Planned Tasks & Accomplishments for the next reporting period
  - Exceptions to Previously Planned vs. Actual for last reporting period
  - Hours worked (actual start & end times, and total time worked each day) by individual TO Contractor personnel

Status Reports are expected to be:

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

- K) The TO Contractor Personnel may be required to enter the time spent performing tasks for an IT Project into a Time Collection System (specified by the MDTA). The TO Manager will notify the TO Contractor Personnel which assignments are subject to this requirement.
- L) For each candidate, the TO Contractor shall submit a Professional Development Annual Certification Report listing the continuing education opportunities (as specified in Section 2.3) the TO Contractor Personnel was provided for the past year. The report will list the dates the opportunity was provided, a description of the opportunity and how it relates to the scope of work within this task order. The report will be submitted to the TO Manager via email by August 1st of each year.

## 2.7 WORK HOURS

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

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

## **2.8 PERFORMANCE EVALUATION**

TO Contractor Personnel will be evaluated by the TO Manager on a schedule consistent with evaluations of MDTA personnel for assignments performed during that period. The established performance evaluation and standards are included as Attachment 10. The TO Contractor Personnel shall maintain at least a “Meets Expectations” in each category of the performance evaluation (i.e., Job Quality, Job Quantity, Job Knowledge, Work Habits, etc.). If prior to a scheduled evaluation the TO Manager has determined there are issues with the performance of TO Contractor Personnel, the TO Manager will notify both the TO Contractor and the TO Contractor Personnel by email, identifying the issue and the expected action(s) to correct the issue.

## **2.9 NON PERFORMANCE OF PERSONNEL**

In the event the agency is not satisfied with the performance of TO Contractor Personnel, the mitigation process is as follows:

- The TO Manager will notify the TO Contractor, MDTA Procurement Office and MDOT Contract Management Office in writing describing the problem and delineating remediation requirements;
- The TO Contractor shall have three (3) business days to respond with a written Remediation Plan;
- The Remediation Plan shall be implemented immediately upon acceptance by the TO Manager;
- Should performance issues persist, the TO Manager will notify MDTA Procurement, and MDOT CMO; and MDOT CMO will give written notice to the TO Contractor to request immediate removal, or substitution of the individual whose performance is at issue.

## **2.10 SUBSTITUTION AND REPLACEMENT 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 shall 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.

## **2.11 BACKUP / DISASTER RECOVERY**

To ensure the safety of MDTA documents TO Contractor Personnel are required to save and store all project information, files and data on the designated MDTA share drive and folder, such as but not limited to meeting minutes, requirements, documentation, process / workflow diagrams and all other written documents relating to any assigned project or work.

## **2.12 HARDWARE, SOFTWARE, AND MATERIALS**

Hardware and software shall not be purchased under this TO. Any hardware or software needed to meet the TO requirements and used at the agency will be acquired by the agency under other contracts. The TO Contractor is responsible for acquiring any necessary hardware and software used at the TO Contractor’s location. Standard software used by the MDTA that the TO Contractor may be required to have at the TO Contractor’s location:

- Microsoft Office Word 2003 (2010 in future)

CATS+ TORFP Business Analysts, Quality Assurance Engineer, & Technical Writer Resources 6/13/13

- Microsoft Office Excel 2003 (2010 in future)
- Microsoft Office PowerPoint 2003 (2010 in future)
- Microsoft Office Access 2003 (2010 in future)
- Microsoft Office Visio 2003 (2010 in future)
- Microsoft Project 2003 (2010 in future)

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

## **2.13 PREMISES AND OPERATIONAL SECURITY**

Prior to commencement of work, TO Contractor employees and subcontractors to be assigned to perform work under the resulting Contract shall be required to submit background check certification to MDTA from recognized Law Enforcement Agencies, including the FBI. (See Attachment 11: Criminal Background Check Affidavit).

TO Contractor shall be responsible for ensuring that its employees' and subcontractors' background check certifications are renewed annually, and at the sole expense to the TO Contractor.

MDTA reserves the right to disqualify any TO Contractor employees or subcontractors whose background checks suggest conduct, involvements, and/or associations that MDTA determines, in its sole discretion, may be inconsistent with the performance and/or security requirements set forth in this TORFP. MDTA reserves the right to perform additional background checks on TO Contractor and subcontractor employees. Further, TO Contractor employees may be subject to random security checks during entry and leaving State secured areas. The State reserves the right to require TO Contractor employees to be accompanied while in secured premises.

TO Contractor shall require its employees to follow the State of Maryland and Maryland Transportation Information Technology Security Policy and Standards throughout the term of the Contract. The State reserves the right to request that the TO Contractor submit proof of employment authorization of non-United States Citizens, prior to commencement of work under the resulting Contract.

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

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

The TO Manager will approve in writing any Offeror personnel assigned to work on this project before the performance of work.

## **2.14 DELIVERABLES**

### **2.14.1 Deliverables Submission Process**

For each deliverable, the TO Contractor shall submit the deliverable to the TO Manager with format, content, and due date/timeframe as specified in Section 2.7.2. For each written deliverable, draft and final, the TO Contractor shall submit to the TO Manager one electronic copy in compliance with Acceptance Criteria column in Section 2.15.

Written deliverables defined as draft documents shall demonstrate due diligence in meeting the scope, requirements, and associated acceptance criteria of the deliverable.

A draft written deliverable may contain limited structural errors such as poor grammar, misspellings or incorrect punctuation, but shall:

- Be presented in a format appropriate for the subject matter and depth of discussion.
- Be organized in a manner that presents a logical flow of the deliverable’s content.
- Represent factual information reasonably expected to have been known at the time of submittal.
- Present information that is relevant to the Section of the deliverable being discussed.
- Represent a significant level of completeness towards the associated final written deliverable that supports a concise final deliverable acceptance process.

Upon completion of a deliverable, the TO Contractor shall document each deliverable in final form to the TO Manager for acceptance and peer review. Upon receipt of a final deliverable, the TO Manager shall commence a review of the deliverable as required to validate the completeness and quality in meeting requirements. Upon completion of validation, the TO Manager shall issue to the TO Contractor notice of acceptance or rejection of the deliverables (See Attachment 12 - Agency Acceptance Form). In the event of rejection, the TO Contractor shall correct the identified deficiencies or non-conformities and resubmit the deliverable to the TO Manager. Subsequent project tasks may not continue without the approval of the TO Manager. Once the deficiencies have been addressed and the resolution(s) are accepted by the TO Manager, the TO Contractor shall incorporate the resolutions into the deliverable and resubmit the deliverable for acceptance.

A written deliverable defined as a final document shall satisfy the scope, requirements, and acceptance criteria for that deliverable. Final written deliverables shall be complete and shall not contain structural errors such as poor grammar, misspellings or incorrect punctuation.

- Be presented in a format appropriate for the subject matter and depth of discussion.
- Be organized in a manner that presents a logical flow of the deliverable’s content.
- Represent factual information reasonably expected to have been known at the time of submittal.
- Present information that is relevant to the Section of the deliverable being discussed.
- Be complete and address all State comments provided on the final draft deliverable.

## 2.15 DELIVERABLES

<b>Deliverables ID</b>	<b>Deliverables</b>	<b>Acceptance Criteria</b>	<b>Due Date /Frequency</b>
<b>2.15.1</b>	<b>Weekly Status Report per Resource</b>	<p>MS Word format (template to be provided by MDOT) for each TO Contractor Personnel’s prior work week that summarizes the following:</p> <ul style="list-style-type: none"> <li>• Top Three Priorities</li> <li>• Actual Tasks &amp; Accomplishments for the reporting period</li> <li>• Planned Tasks &amp; Accomplishments for the next reporting period</li> <li>• Exceptions to Previously Planned vs. Actual for last reporting period</li> <li>• Hours worked (actual start &amp; end times, and total time worked each day) by individual TO Contractor Personnel</li> </ul> <p>Status Reports shall be:</p> <ul style="list-style-type: none"> <li>• Delivered on time;</li> <li>• Delivered in the specified format; and</li> <li>• Accurate &amp; complete.</li> </ul>	<p>Delivered complete and on time - Submitted Monday, 12:00PM (Noon) via email</p> <p><i>*If Monday is a holiday or a service reduction day, the TO Contractor shall submit the report no later than 12:00 pm (Noon) the following business day.</i></p>



2.15.2	<b>Weekly Timesheet per Resource</b>	MDTA will provide a means of reporting time for each resource that will show hours spent on tasks and activities per week. These hours will be compared to the monthly invoice, which will contain an activity report of hours spend with description.	Delivered complete and on time - Submitted Monday, 12:00PM (Noon) via email <i>*If Monday is a holiday or a service reduction day, the TO Contractor shall submit the report no later than 12:00 pm (Noon) the following business day.</i>
2.15.3	<b>Project Documentation / Artifacts</b>	<ul style="list-style-type: none"> <li>• Documents will be completed ahead of project schedule and submitted for peer review before final submission</li> <li>• Documents will adhere to MDTA standards</li> <li>• Documents will be submitted in accordance to the project communication plan</li> </ul>	As requested
2.15.4	<b>Project Related Support Tickets</b> (Currently, not standard operation procedure; however, TO Manager reserves the right to implement as required)	<ul style="list-style-type: none"> <li>• Service Tickets will be resolved in a timely manner (timeframes will vary depending on the complexity of the request) , ie. selective projects</li> <li>• Update status of all assigned tickets on a weekly basis</li> <li>• Enter resolution information into the work log of the ticket</li> <li>• Follow MDTA procedures and policies regarding tickets</li> <li>• The TO Contractor Personnel will be required to enter the time spent performing tasks for an IT Project , Operation and Maintenance, tickets and leave items into a Time Collection System (specified by the MDTA). The TO Manager will notify the TO Contractor Personnel which assignments are subject to this requirement.</li> </ul>	As requested
2.15.6	Professional Development Annual Certification Report	<ul style="list-style-type: none"> <li>• TO Contractor shall submit electronically to TO Manager a Professional Development Annual Certification Report listing the continuing education opportunities provided to TO Personnel (as specified in Section 2.3):</li> <li>• This report shall list the dates the opportunity was provided, a description of the opportunity and how it relates to the scope of work within this task order.</li> </ul>	August 1st of each year

## 2.16 REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES

The TO Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting information technology projects, which may be created or changed periodically. The TO

Contractor shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards and guidelines affecting project execution. The following policies, guidelines and methodologies can be found at <http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx> under “Policies and Guidance.” These may include, but are not limited to:

- The State’s System Development Life Cycle (SDLC) methodology
- The State Information Technology Security Policy and Standards
- The State of Maryland Enterprise Architecture
- The State Information Technology Project Oversight
- The TO Contractor shall follow the business analyst methodologies that are consistent with the Business Analyst Body of Knowledge (BABOK)
- The TO Contractor shall follow the project management methodologies that are consistent with the Project Management Institute’s Project Management Body of Knowledge Guide (PMBOK)
- TO Contractor’s staff and subcontractors are to follow a consistent methodology for all TO activities

The TO Contractor should display capable qualifications via timely, accurate, and functional reports provided to the TO Manager. Timely meaning utilizing time management skills for meeting deadlines during individual task(s). Accurate meaning providing clear descriptive quantities and pertinent knowledge of subject matter concern(s) in written reports. Functional meaning concise information with substantive data which meets and or exceeds the request of the TO Manager.

## **2.17 TO CONTRACTOR PERSONNEL MINIMUM QUALIFICATIONS**

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

- Posses at least five (5) years of professional experience with documentation, both verbal and written communication skills, coordination and organizational skills.
- Possess at least one (1) years of experience in creating and updating SDLC project documentation.
- Shall demonstrate at least three (3) years of experience leading efforts where an SDLC methodology was employed.
- Possess five (5) years of expertise in at least one the following types of systems:
  - Financial Management Systems
  - Management Reporting
  - Document Management
  - Business Process/Workflow Automation
  - Human Resource Systems
  - Law Enforcement Systems

### **2.25.3 BUSINESS ANALYST**

Individuals proposed as Business Analyst shall:

- Understand current and emerging IT products, services, processes, and methodologies, along with a continuing understanding of the business function and process.
- Have an understanding of the BABOK.
- Demonstrate at least five (5) years of experience with requirements elicitation and definition, requirements planning and management, gap analysis, requirement documentation, requirement verification and validation, conducting feasibility studies, preparing business cases, solution assessment and validation.

#### 2.25.4 QUALITY ASSURANCE ENGINEER

Individuals proposed as Quality Assurance Engineer shall:

- Demonstrate at least four (4) years of experience with manual functional/regression testing design and execution experience.
- Shall have five (5) years of experience working with quality control methods and tools

#### 2.25.5 TECHNICAL WRITER

Individuals proposed as Technical Writer shall:

- Demonstrate at least four (4) years of experience with collecting and organizing information for preparation of user manuals, training materials, installation guides, proposals, and reports. Edits functional descriptions, system specifications, user manuals, special reports, or any other customer deliverables and documents.
- Demonstrate the ability to work independently or under only general direction.
- Six (6) years of technical writing experience in technical environments, developing technical documentation such as design documents, specifications, training materials, and production support documents.

### 2.18 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.

Preferred Expertise for the Business Analyst include:

- Individuals proposed shall possess current Certified Business Analyst Professional (CBAP) certification, Project Management Professional (PMP) certification, or other Industry equivalent certification.
- Note: Equivalent certification may be acceptable provided the Master Contractors demonstrate that they are functionally equivalent to the preferred certification.

Preferred Expertise for the Quality Assurance Engineer include:

- Individuals proposed shall possess current Certified Software Tester (CSTE), Certified Software Quality Analyst (CSQA), Certified Software Test Engineer (CSTE), ISTQB Certified Tester, Foundation Level (CTFL), Quality Improvement Associate Certification (CQIA), Certified Test Manager (CTM), Certified Software Test Professional (CSTP), or other Industry equivalent certification.
- Note: Equivalent certification may be acceptable provided the Master Contractors demonstrate that they are functionally equivalent to the preferred certification.

Preferred Expertise for the Technical Writer include:

- Exemplary grammar and proofreading skills.
- Excellent communication skills.

### 2.19 INVOICE SUBMISSION

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS+ Master Contract. A proper invoice for payment shall contain the TO Contractor's Federal Tax Identification Number, as well as the information described below, and shall be submitted to the TO Manager for payment approval. Payment of invoices will be withheld if a copy of the weekly status reports is not sent.

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

#### **2.19.1 INVOICE FORMAT**

This procedure consists of the following requirements and steps:

- A) A proper invoice shall identify Maryland Transportation Authority as the TO Requesting Agency, deliverable description, associated TOA number, date of invoice, period of performance covered by the invoice, and a TO Contractor point of contact with telephone number.
- B) The TO Contractor shall email each invoice and supporting documentation (weekly status reports), for each deliverable being invoiced) submitted for payment to Maryland Transportation Authority at the following e-mail addresses:
  - 1. [acole2@MDTA.state.md.us](mailto:acole2@MDTA.state.md.us)
  - 2. [dstewart@MDTA.state.md.us](mailto:dstewart@MDTA.state.md.us)
- C) Proper invoices for final payment shall be clearly marked as “FINAL” and submitted when all work requirements have been completed and no further charges are to be incurred under the TOA. In no event shall any invoice be submitted later than 60 calendar days from the TOA termination date.

#### **2.20 MBE PARTICIPATION REPORTS**

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

#### **2.21 CHANGE ORDERS**

If the TO Contractor is required to perform additional work, or there is a work reduction due to unforeseen scope changes, the TO Contractor and TO Manager shall negotiate a mutually acceptable price modification based on the TO Contractor’s proposed rates in the Master Contract and scope of the work change. No scope of work modifications shall be performed until a change order is approved by the TO Manager and DBM and executed by the TO Procurement Officer.



## SECTION 3– TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

### 3.1 REQUIRED RESPONSE

Each Master Contractor receiving this CATS+ TORFP shall 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+ Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu.

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

### 3.2 FORMAT

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

#### 3.2.1 TECHNICAL PROPOSAL:

##### A) Proposed Services

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

##### B) Proposed Personnel

- 1) Identify and provide resumes for all proposed personnel by labor category. The resume should feature prominently the proposed personnel’s skills and experience as they relate to the Master Contractor’s proposed solution and Section 2 – Scope of Work.
- 2) Document that all proposed personnel meet the minimum required qualifications and possess the required certifications in accordance with Section 2.9.
- 3) Attachment 6 – Labor Classification Personnel Resume Summary. Signature will be required at the time of interview.
- 4) To be considered responsive, the proposed personnel work experience start and end dates shall include month and year. (MM/YYYY – MM/YYYY)
- 5) Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under this TOA.
- 6) Provide three examples of work assignments that each of the proposed personnel have completed that were similar in scope to the one defined in this TORFP. Each of the three examples shall include a reference complete with the following:
  - A) Name of organization.
  - B) Name, title, e-mail address, 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.

- C) MBE Participation
  - 1) Submit completed MBE documents Attachment 2 - Forms D-1 and D-2.
- D) Subcontractors
  - 1) Identify all proposed subcontractors, including MBEs, and their full roles in the performance of Section 2 - 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 shall include a reference complete with the following:
    - a) Name of organization.
    - b) Name, title, e-mail address 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.
    - f) Names of the proposed personnel providing these services
    - g) Start and end dates for each example project or contract. (MM/YYYY-MM/YYYY)
  - 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) State Assistance
  - 1) Provide an estimate of expectation concerning participation by State personnel.
- G) Confidentiality
  - 1) A Master Contractor should give specific attention to the identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland. Master Contractors are advised that, upon request for this information from a third party, the TO Procurement Officer will be required to make an independent determination regarding whether the information may be disclosed.

### **3.2.2 FINANCIAL RESPONSE:**

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

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



## **SECTION 4- TASK ORDER AWARD PROCESS**

### **4.1 OVERVIEW**

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

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

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

- The Master Contractor's proposed solution and understanding of the TORFP Scope of Work based on the required response in Section 3.2.1.A.1.
- Personnel experience required in Section 3.2.1.B.
- The Master Contractor's understanding of the work to be accomplished.

### **4.3 SELECTION PROCEDURES**

- A) TO Proposals will be assessed throughout the evaluation process for compliance with the minimum personnel qualifications in Section 2.9 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 and will receive an email notice from the TO Procurement Officer of not being selected to perform the work.,
- B) 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.
- C) The State will conduct interviews of all personnel proposed in each TO Proposal that meets minimum qualifications.
- D) Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.
- E) The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment. In making this selection, technical and price will be evaluated equally.

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

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

**ATTACHMENT 1 - PRICE PROPOSAL**

PRICE PROPOSAL FOR CATS+ TORFP # J01B3400038  
LABOR CATEGORIES

*Prices are to be valid for 120 days*

Rates listed should be fully loaded rates. THIS FORM SHALL NOT BE ALTERED

Labor Categories	A	B	C
	Fully Loaded Hourly Labor Rate	Total Class Hours Annually	Total Proposed CATS+ TORFP Price
<b>Year 1 (June 1, 2014 – May 31, 2015)</b>	\$	2080	\$
Business Analyst #1: Resource Name & Labor Category	\$	2080	\$
Business Analyst #2: Resource Name & Labor Category	\$	2080	\$
Business Analyst #3: Resource Name & Labor Category	\$	2080	\$
Business Analyst #4: Resource Name & Labor Category	\$	2080	\$
Business Analyst #5: Resource Name & Labor Category	\$	2080	\$
Quality Assurance Engineer #1: Resource Name & Labor Category	\$	2080	\$
Technical Writer #1: Resource Name & Labor Category	\$	2080	\$
<b>Optional</b>			
Business Analyst #6: Resource Name & Labor Category	\$	2080	\$
Business Analyst #7: Resource Name & Labor Category	\$	2080	\$
Business Analyst #8: Resource Name & Labor Category	\$	2080	\$
Business Analyst #9: Resource Name & Labor Category	\$	2080	\$
Business Analyst #10: Resource Name & Labor Category	\$	2080	\$
Quality Assurance Engineer #2: Resource Name & Labor Category	\$	2080	\$
Quality Assurance Engineer #3: Resource Name & Labor Category	\$	2080	\$
Technical Writer #2: Resource Name & Labor Category	\$	2080	\$
Technical Writer #3: Resource Name & Labor Category	\$	2080	\$
<b>Year 2 (June 1, 2015 – May 31, 2016)</b>	\$	2080	\$
Business Analyst #1: Resource Name & Labor Category	\$	2080	\$
Business Analyst #2: Resource Name & Labor Category	\$	2080	\$
Business Analyst #3: Resource Name & Labor Category	\$	2080	\$
Business Analyst #4: Resource Name & Labor Category	\$	2080	\$
Business Analyst #5: Resource Name & Labor Category	\$	2080	\$
Quality Assurance Engineer #1: Resource Name & Labor Category	\$	2080	\$
Technical Writer #1: Resource Name & Labor Category	\$	2080	\$
<b>Optional</b>			
Business Analyst #6: Resource Name & Labor Category	\$	2080	\$
Business Analyst #7: Resource Name & Labor Category	\$	2080	\$

Business Analyst #8: Resource Name & Labor Category	\$	2080	\$
Business Analyst #9: Resource Name & Labor Category	\$	2080	\$
Business Analyst #10: Resource Name & Labor Category	\$	2080	\$
Quality Assurance Engineer #2: Resource Name & Labor Category	\$	2080	\$
Quality Assurance Engineer #3: Resource Name & Labor Category	\$	2080	\$
Technical Writer #2: Resource Name & Labor Category	\$	2080	\$
Technical Writer #3: Resource Name & Labor Category	\$	2080	\$
<b>Year 3 (June 1, 2016 – May 31, 2017)</b>	\$	2080	\$
Business Analyst #1: Resource Name & Labor Category	\$	2080	\$
Business Analyst #2: Resource Name & Labor Category	\$	2080	\$
Business Analyst #3: Resource Name & Labor Category	\$	2080	\$
Business Analyst #4: Resource Name & Labor Category	\$	2080	\$
Business Analyst #5: Resource Name & Labor Category	\$	2080	\$
Quality Assurance Engineer #1: Resource Name & Labor Category	\$	2080	\$
Technical Writer #1: Resource Name & Labor Category	\$	2080	\$
<b>Optional</b>			
Business Analyst #6: Resource Name & Labor Category	\$	2080	\$
Business Analyst #7: Resource Name & Labor Category	\$	2080	\$
Business Analyst #8: Resource Name & Labor Category	\$	2080	\$
Business Analyst #9: Resource Name & Labor Category	\$	2080	\$
Business Analyst #10: Resource Name & Labor Category	\$	2080	\$
Quality Assurance Engineer #2: Resource Name & Labor Category	\$	2080	\$
Quality Assurance Engineer #3: Resource Name & Labor Category	\$	2080	\$
Technical Writer #2: Resource Name & Labor Category	\$	2080	\$
Technical Writer #3: Resource Name & Labor Category	\$	2080	\$
<b>Year 4 (June 1, 2017 – May 31, 2018)</b>	\$	2080	\$
Business Analyst #1: Resource Name & Labor Category	\$	2080	\$
Business Analyst #2: Resource Name & Labor Category	\$	2080	\$
Business Analyst #3: Resource Name & Labor Category	\$	2080	\$
Business Analyst #4: Resource Name & Labor Category	\$	2080	\$
Business Analyst #5: Resource Name & Labor Category	\$	2080	\$
Quality Assurance Engineer #1: Resource Name & Labor Category	\$	2080	\$
Technical Writer #1: Resource Name & Labor Category	\$	2080	\$
<b>Optional</b>			
Business Analyst #6: Resource Name & Labor Category	\$	2080	\$
Business Analyst #7: Resource Name & Labor Category	\$	2080	\$
Business Analyst #8: Resource Name & Labor Category	\$	2080	\$
Business Analyst #9: Resource Name & Labor Category	\$	2080	\$
Business Analyst #10: Resource Name & Labor Category	\$	2080	\$

Quality Assurance Engineer #2: Resource Name & Labor Category	\$	2080	\$
Quality Assurance Engineer #3: Resource Name & Labor Category	\$	2080	\$
Technical Writer #2: Resource Name & Labor Category	\$	2080	\$
Technical Writer #3: Resource Name & Labor Category	\$	2080	\$
<b>Year 5 (June 1, 2018 – May 31, 2019)</b>	\$	2080	\$
Business Analyst #1: Resource Name & Labor Category	\$	2080	\$
Business Analyst #2: Resource Name & Labor Category	\$	2080	\$
Business Analyst #3: Resource Name & Labor Category	\$	2080	\$
Business Analyst #4: Resource Name & Labor Category	\$	2080	\$
Business Analyst #5: Resource Name & Labor Category	\$	2080	\$
Quality Assurance Engineer #1: Resource Name & Labor Category	\$	2080	\$
Technical Writer #1: Resource Name & Labor Category	\$	2080	\$
<b>Optional</b>			
Business Analyst #6: Resource Name & Labor Category	\$	2080	\$
Business Analyst #7: Resource Name & Labor Category	\$	2080	\$
Business Analyst #8: Resource Name & Labor Category	\$	2080	\$
Business Analyst #9: Resource Name & Labor Category	\$	2080	\$
Business Analyst #10: Resource Name & Labor Category	\$	2080	\$
Quality Assurance Engineer #2: Resource Name & Labor Category	\$	2080	\$
Quality Assurance Engineer #3: Resource Name & Labor Category	\$	2080	\$
Technical Writer #2: Resource Name & Labor Category	\$	2080	\$
Technical Writer #3: Resource Name & Labor Category	\$	2080	\$
<b>Total Evaluated Price</b>			\$

---

Authorized Individual Name

---

Company Name

---

Title

---

Company Tax ID #

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

Submit as a .pdf file with the Financial Response

## ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

### TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING REQUIREMENTS

#### CATS+ TORFP # J01B3400038

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

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

**MDOT MBE FORM D-1**  
**STATE-FUNDED CONTRACTS**  
**CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT**  
**PAGE 1 OF 2**

This affidavit must be included with the bid/proposal. If the bidder/offeror fails to accurately complete and submit this affidavit as required, the bid shall be deemed not responsive or the proposal not susceptible of being selected for award.

In connection with the bid/proposal submitted in response to Solicitation No. \_\_\_\_\_, I affirm the following:

**1. MBE Participation (PLEASE CHECK ONLY ONE)**

I have met the overall certified Minority Business Enterprise (MBE) participation goal of \_\_\_\_\_ percent ( \_\_\_\_\_ %) and the following subgoals, if applicable:  
\_\_\_\_\_ percent ( \_\_\_\_\_ %) for African American-owned MBE firms  
\_\_\_\_\_ percent ( \_\_\_\_\_ %) for Hispanic American-owned MBE firms  
\_\_\_\_\_ percent ( \_\_\_\_\_ %) for Asian American-owned MBE firms  
\_\_\_\_\_ percent ( \_\_\_\_\_ %) for Women-owned MBE firms

I agree that these percentages of the total dollar amount of the Contract, for the MBE goal and subgoals (if any), will be performed by certified MBE firms as set forth in the MBE Participation Schedule - Part 2 of the MDOT MBE Form D-2 (State-Funded Contracts).

**OR**

I conclude that I am unable to achieve the MBE participation goal and/or subgoals. I hereby request a waiver, in whole or in part, of the overall goal and/or subgoals. Within 10 business days of receiving notice that our firm is the apparent awardee or as requested by the Procurement Officer, I will submit a written waiver request and all required documentation in accordance with COMAR 21.11.03.11. For a partial waiver request, I agree that certified MBE firms will be used to accomplish the percentages of the total dollar amount of the Contract, for the MBE goal and subgoals (if any), as set forth in the MBE Participation Schedule - Part 2 of the MDOT MBE Form D-2 (State-Funded Contracts).

**2. Additional MBE Documentation**

I understand that if I am notified that I am the apparent awardee or as requested by the Procurement Officer, I must submit the following documentation within 10 business days of receiving such notice:

- (a) Outreach Efforts Compliance Statement (MDOT MBE Form D-3 - State-Funded Contracts);
- (b) Subcontractor Project Participation Statement (MDOT MBE Form D-2 - State-Funded Contracts);
- (c) MBE Waiver Request documentation per COMAR 21.11.03.11 (if waiver was requested); and
- (d) Any other documentation required by the Procurement Officer to ascertain bidder's responsibility/offeror's susceptibility of being selected for award in connection with the certified MBE participation goal and subgoals, if any.

I acknowledge that if I fail to return each completed document (in 2 (a) through (d)) within the required time, the Procurement Officer may determine that I am not responsible and therefore not eligible for contract award or that the proposal is not susceptible of being selected for award.

**MDOT MBE FORM D-1  
STATE-FUNDED CONTRACTS  
CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT  
PAGE 2 OF 2**

**3. Information Provided to MBE firms**

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

**4. Products and Services Provided by MBE firms**

I hereby affirm that the MBEs are only providing those products and services for which they are MDOT certified.

I solemnly affirm under the penalties of perjury that the information in this affidavit is true to the best of my knowledge, information and belief.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature of Representative

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Date

|

**MDOT MBE FORM D-2  
STATE-FUNDED CONTRACTS  
MBE PARTICIPATION SCHEDULE**

**PART 1 – INSTRUCTIONS FOR MBE PARTICIPATION SCHEDULE**

**PARTS 2 AND 3 MUST BE INCLUDED WITH THE BID/PROPOSAL. IF THE BIDDER/OFFEROR FAILS TO ACCURATELY COMPLETE AND SUBMIT PART 2 WITH THE BID/PROPOSAL AS REQUIRED, THE BID SHALL BE DEEMED NOT RESPONSIVE OR THE PROPOSAL SHALL BE DEEMED NOT SUSCEPTIBLE OF BEING SELECTED FOR AWARD.**

PAGE 1 OF 3

**\*\*\* STOP \*\*\***

**FORM INSTRUCTIONS  
PLEASE READ BEFORE COMPLETING THIS FORM**

1. Please refer to the Maryland Department of Transportation (MDOT) MBE Directory at [www.mdot.state.md.us](http://www.mdot.state.md.us) to determine if a firm is certified for the appropriate North American Industry Classification System (“NAICS”) Code **and** the product/services description (specific product that a firm is certified to provide or specific areas of work that a firm is certified to perform). For more general information about NAICS, please visit [www.naics.com](http://www.naics.com). Only those specific products and/or services for which a firm is certified in the MDOT Directory can be used for purposes of achieving the MBE participation goals.
2. In order to be counted for purposes of achieving the MBE participation goals, the firm must be certified for that specific NAICS (“MBE” for State-funded projects designation after NAICS Code). **WARNING:** If the firm’s NAICS Code is in **graduated status**, such services/products **will not be counted** for purposes of achieving the MBE participation goals. Graduated status is clearly identified in the MDOT Directory (such graduated codes are designated with the word graduated after the appropriate NAICS Code).
3. Examining the NAICS Code is the **first step** in determining whether an MBE firm is certified and eligible to receive MBE participation credit for the specific products/services to be supplied or performed under the contract. The **second step** is to determine whether a firm’s Products/Services Description in the MBE Directory includes the products to be supplied and/or services to be performed that are being used to achieve the MBE participation goals.
4. If you have any questions as to whether a firm is certified to perform the specific services or provide specific products, please contact MDOT’s Office of Minority Business Enterprise at 1-800-544-6056 or via email at [mbe@mdot.state.md.us](mailto:mbe@mdot.state.md.us).
5. The Contractor’s subcontractors are considered second-tier subcontractors. Third-tier contracting used to meet an MBE goal is to be considered the exception and not the rule. The following two conditions must be met before MDOT, its Modal Administrations and the Maryland Transportation Authority may approve a third-tier contracting agreement: (a) the bidder/offeror must request in writing approval of each third-tier contract arrangement, and (b) the request must contain specifics as to why a third-tier contracting arrangement should be approved. These documents must be submitted with the bid/proposal in Part 2 of this MBE Participation Schedule.



**MDOT MBE FORM D-2**  
**STATE-FUNDED CONTRACTS**  
**MBE PARTICIPATION SCHEDULE**

**PART 1 – INSTRUCTIONS FOR MBE PARTICIPATION SCHEDULE**

PAGE 2 OF 3

6. For each MBE firm that is being used as a supplier/wholesaler/regular dealer/broker/manufacturer, please follow these instructions for calculating the **amount of the subcontract for purposes of achieving the MBE participation goals:**
- A. Is the firm certified as a broker of the products/supplies? If the answer is YES, please continue to Item C. If the answer is NO, please continue to Item B.
  - B. Is the firm certified as a supplier, wholesaler, regular dealer, or manufacturer of such products/supplies? If the answer is YES, continue to Item D. If the answer is NO, continue to Item C only if the MBE firm is certified to perform trucking/hauling services under NAICS Codes 484110, 484121, 484122, 484210, 484220 and 484230. If the answer is NO and the firm is not certified under these NAICS Codes, then no MBE participation credit will be given for the supply of these products.
  - C. For purposes of achieving the MBE participation goal, you may count only the amount of any reasonable fee that the MBE firm will receive for the provision of such products/supplies - not the total subcontract amount or the value (or a percentage thereof) of such products and/or supplies. For Column 3 of the MBE Participation Schedule, please divide the amount of any reasonable fee that the MBE firm will receive for the provision of such products/services by the total Contract value and insert the percentage in Line 3.1.
  - D. Is the firm certified as a manufacturer (refer to the firm's NAICS Code and specific description of products/services) of the products/supplies to be provided? If the answer is NO, please continue to Item E. If the answer is YES, for purposes of achieving the MBE participation goal, you may count the total amount of the subcontract. For Column 3 of the MBE Participation Schedule, please divide the total amount of the subcontract by the total Contract value and insert the percentage in Line 3.1.
  - E. Is the firm certified as a supplier, wholesaler and/or regular dealer? If the answer is YES and the MBE firm is furnishing and installing the materials and is certified to perform these services, please divide the total subcontract amount (including full value of supplies) by the total Contract value and insert the percentage in Line 3.1. If the answer is YES and the MBE firm is only being used as a supplier, wholesaler and/or regular dealer or is not certified to install the supplies/materials, for purposes of achieving the MBE participation goal, you may only count sixty percent (60%) of the value of the subcontract for these supplies/products (60% Rule). To apply the 60% Rule, first divide the amount of the subcontract for these supplies/products only (not installation) by the total Contract value. Then, multiply the result by sixty percent (60%) and insert the percentage in Line 3.2.

**MDOT MBE FORM D-2  
STATE-FUNDED CONTRACTS  
MBE PARTICIPATION SCHEDULE**

**PART 1 – INSTRUCTIONS FOR MBE PARTICIPATION SCHEDULE**

PAGE 3 OF 3

7. For each MBE firm that **is not** being used as a supplier/wholesaler/regular dealer/broker/manufacturer, to calculate the **amount of the subcontract for purposes of achieving the MBE participation goals**, divide the total amount of the subcontract by the total Contract value and insert the percentage in Line 3.1.

**Example:** \$ 2,500 (Total Subcontract Amount) ÷ \$10,000 (Total Contract Value) x 100 = 25%

8. **WARNING:** The percentage of MBE participation, computed using the percentage amounts in Column 3 for all of the MBE firms listed in Part 2, **MUST** at least equal the MBE participation goal **and** subgoals (if applicable) as set forth in MDOT MBE Form A – State-Funded Contracts for this solicitation. If a bidder/offeror is unable to achieve the MBE participation goal and/or any subgoals (if applicable), then the bidder/offeror must request a waiver in Form A or the bid will be deemed not responsive, or the proposal not susceptible of being selected for award. You may wish to use the Goal/Subgoal Worksheet shown below to assist you in calculating the percentages and confirming that you have met the applicable MBE participation goal and subgoals (if any).

<b>GOAL/SUBGOAL WORKSHEET</b>	
Total African American Firm Participation (Add percentages listed for African American-Owned Firms in Column 3 of MBE Participation Schedule)	(A) _____%
Total Hispanic American Firm Participation (Add percentages listed for Hispanic American-Owned Firms in Column 3 of MBE Participation Schedule)	(B) _____%
Total Asian American Firm Participation (Add percentages listed for Asian American-Owned Firms in Column 3 of MBE Participation Schedule)	(C) _____%
Total Women-Owned Firm Participation (Add percentages listed for Women-Owned Firms in Column 3 of MBE Participation Schedule)	(D) _____%
Total for all other MBE Firms (Add percentages for firms listed as Other MBE Classification in Column 3 of the MBE Participation Schedule)	(E) _____%
Total MBE Firm Participation (Add percentages listed for all MBE Firms in Column 3 of MBE Participation Schedule)	(F) _____%
The percentage amount in Box F should be equal to the sum of the percentage amounts in Boxes A through E.	

**MDOT MBE FORM D-2  
STATE-FUNDED CONTRACTS  
MBE PARTICIPATION SCHEDULE**

**PART 2 – MBE PARTICIPATION SCHEDULE**

**PARTS 2 AND 3 MUST BE INCLUDED WITH THE BID/PROPOSAL. IF THE BIDDER/OFFEROR FAILS TO ACCURATELY COMPLETE AND SUBMIT PART 2 WITH THE BID/PROPOSAL AS REQUIRED, THE BID SHALL BE DEEMED NOT RESPONSIVE OR THE PROPOSAL SHALL BE DEEMED NOT SUSCEPTIBLE OF BEING SELECTED FOR AWARD.**

PAGE \_\_\_ OF \_\_\_

Prime Contractor	Project Description	Solicitation Number

LIST INFORMATION FOR EACH CERTIFIED MBE SUBCONTRACTOR YOU AGREE TO USE TO ACHIEVE THE MBE PARTICIPATION GOAL AND SUBGOALS, IF ANY.

COLUMN 1	COLUMN 2	COLUMN 3
		Unless the bidder/offeror requested a waiver in MDOT MBE Form D-1 – State Funded Contracts for this solicitation, the cumulative MBE participation for all MBE firms listed herein must equal at least the MBE participation goal <u>and</u> subgoals set forth in Form D-1.
<b>NAME OF MBE SUBCONTRACTOR AND TIER</b>	<b>CERTIFICATION NO. AND MBE CLASSIFICATION</b>	FOR PURPOSES OF ACHIEVING THE MBE PARTICIPATION GOAL AND SUBGOALS, refer to sections 6 and 7 in Part 1 - Instructions. State the percentage amount of the products/services in Line 3.1, except for those products or services where the MBE firm is being used as a wholesaler, supplier, or regular dealer. For items of work where the MBE firm is being used as a supplier, wholesaler and/or regular dealer, complete Line 3.2 using the 60% Rule.
<input type="checkbox"/> Please check if MBE firm is a third-tier contractor (if applicable). Please submit written documents in accordance with Section 5 of Part 1 - Instructions	<b>Certification Number:</b> <hr/> (If dually certified, check only one box.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification <hr/>	3.1. <b><u>TOTAL PERCENTAGE TO BE PAID TO THE SUBCONTRACTOR (STATE THIS PERCENTAGE AS A PERCENTAGE OF THE TOTAL CONTRACT VALUE- EXCLUDING PRODUCTS/SERVICES FROM SUPPLIERS, WHOLESALERS OR REGULAR DEALERS).</u></b> <hr/> % (Percentage for purposes of calculating achievement of MBE Participation goal and subgoals, if any)  3.2 <b><u>TOTAL PERCENTAGE TO BE PAID TO THE SUBCONTRACTOR FOR ITEMS OF WORK WHERE THE MBE FIRM IS BEING USED AS A SUPPLIER, WHOLESALER AND/OR REGULAR DEALER) (STATE THE PERCENTAGE AS A PERCENTAGE OF THE TOTAL CONTRACT VALUE AND THEN APPLY THE 60% RULE PER SECTION 6(E) IN PART 1 - INSTRUCTIONS).</u></b>  _____% Total percentage of Supplies/Products x <u>60% (60% Rule)</u> <hr/> % (Percentage for purposes of calculating achievement of MBE Participation goal and subgoals, if any)

Please check if Continuation Sheets are attached.

**MDOT MBE FORM D-2  
STATE-FUNDED CONTRACTS  
MBE PARTICIPATION SCHEDULE  
CONTINUATION SHEET**

PAGE \_\_\_ OF \_\_\_

Prime Contractor	Project Description	Solicitation Number

LIST INFORMATION FOR EACH CERTIFIED MBE SUBCONTRACTOR YOU AGREE TO USE TO ACHIEVE THE MBE PARTICIPATION GOAL AND SUBGOALS, IF ANY.

COLUMN 1	COLUMN 2	COLUMN 3
		Unless the bidder/offeror requested a waiver in MDOT MBE Form D-1 – State Funded Contracts for this solicitation, the cumulative MBE participation for all MBE firms listed herein must equal at least the MBE participation goal <u>and</u> subgoals set forth in Form D-1.
<b>NAME OF MBE SUBCONTRACTOR AND TIER</b>	<b>CERTIFICATION NO. AND MBE CLASSIFICATION</b>	FOR PURPOSES OF ACHIEVING THE MBE PARTICIPATION GOAL AND SUBGOALS, refer to Sections 6 and 7 in Part 1 - Instructions. State the percentage amount of the products/services in Line 3.1, except for those products or services where the MBE firm is being used as a wholesaler, supplier, or regular dealer. For items of work where the MBE firm is being used as a supplier, wholesaler and/or regular dealer, complete Line 3.2 using the 60% Rule.
<input type="checkbox"/> Please check if MBE firm is a third-tier contractor (if applicable). Please submit written documents in accordance with Section 5 of Part 1 - Instructions	<b>Certification Number:</b> <hr/> (If dually certified, check only one box.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification <hr/>	3.1. <b><u>TOTAL PERCENTAGE TO BE PAID TO THE SUBCONTRACTOR (STATE THIS PERCENTAGE AS A PERCENTAGE OF THE TOTAL CONTRACT VALUE- EXCLUDING PRODUCTS/SERVICES FROM SUPPLIERS, WHOLESALERS OR REGULAR DEALERS).</u></b>  _____ % (Percentage for purposes of calculating achievement of MBE Participation goal and subgoals, if any)  3.2 <b><u>TOTAL PERCENTAGE TO BE PAID TO THE SUBCONTRACTOR FOR ITEMS OF WORK WHERE THE MBE FIRM IS BEING USED AS A SUPPLIER, WHOLESALER AND/OR REGULAR DEALER) (STATE THE PERCENTAGE AS A PERCENTAGE OF THE TOTAL CONTRACT VALUE AND THEN APPLY THE 60% RULE PER SECTION 6(E) IN PART 1 - INSTRUCTIONS).</u></b>  _____ % Total percentage of Supplies/Products  x _____ 60% (60% Rule)  _____ % (Percentage for purposes of calculating achievement of MBE Participation goal and subgoals, if any)

Please check if Continuation Sheets are attached.

**MDOT MBE FORM D-2  
STATE-FUNDED CONTRACTS  
MBE PARTICIPATION SCHEDULE**

**PART 3 – CERTIFICATION FOR MBE PARTICIPATION SCHEDULE**

**PARTS 2 AND 3 MUST BE INCLUDED WITH THE BID/PROPOSAL  
AS DIRECTED IN THE INVITATION TO BID/ REQUEST FOR PROPOSALS.**

I hereby affirm that I have reviewed the Products and Services Description (specific product that a firm is certified to provide or areas of work that a firm is certified to perform) set forth in the MDOT MBE Directory for each of the MBE firms listed in Part 2 of this MBE Form D-2 for purposes of achieving the MBE participation goals and subgoals that were identified in the MBE Form A that I submitted with this solicitation, and that the MBE firms listed are only performing those products/services/areas of work for which they are certified. I also hereby affirm that I have read and understand the form instructions set forth in Part 1 of this MBE Form D-2.

The undersigned Prime Contractor hereby certifies and agrees that they have fully complied with the State Minority Business Enterprise law, State Finance and Procurement Article §14-308(a)(2), Annotated Code of Maryland which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a bid or proposal and:

- (1) fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority business enterprise in its bid or proposal;
- (2) fail to notify the certified minority business enterprise before execution of the contract of its inclusion of the bid or proposal;
- (3) fail to use the certified minority business enterprise in the performance of the contract; or
- (4) pay the certified minority business enterprise solely for the use of its name in the bid or proposal.

I solemnly affirm under the penalties of perjury that the contents of Parts 2 and 3 of MDOT MBE Form D-2 are true to the best of my knowledge, information and belief.

---

Company Name

Signature of Representative

---

Address

Printed Name and Title

---

City, State and Zip Code

Date

**MDOT MBE FORM D-3  
STATE-FUNDED CONTRACTS  
OUTREACH EFFORTS COMPLIANCE STATEMENT**

In conjunction with the offer/proposal submitted in response to Solicitation No. \_\_\_\_\_, I state the following:

- 1. Bidder/Offeror took the following efforts to identify subcontracting opportunities in these specific work categories:
  
- 2. Attached to this form are copies of written solicitations (with bidding/proposal instructions) used to solicit certified MBE firms for these subcontract opportunities.
  
- 3. Bidder/Offeror made the following attempts to personally contact the solicited MBE firms:

**4. Please Check One:**

- This project does not involve bonding requirements.
- Bidder/Offeror assisted MBE firms to fulfill or seek waiver of bonding requirements. (DESCRIBE EFFORTS)

**5. Please Check One:**

- Bidder/Offeror did attend the pre-bid/pre-proposal meeting/conference.
- No pre-bid/pre-proposal meeting/conference was held.
- Bidder/Offeror did not attend the pre-bid/pre-proposal meeting/conference.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature of Representative

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Date

**MDOT MBE FORM D-4  
STATE-FUNDED CONTRACTS  
MBE SUBCONTRACTOR PROJECT PARTICIPATION AFFIDAVIT**

**IF THE BIDDER/OFFEROR FAILS TO RETURN THIS AFFIDAVIT WITHIN THE REQUIRED TIME, THE PROCUREMENT OFFICER MAY DETERMINE THAT THE BIDDER/OFFEROR IS NOT RESPONSIBLE AND THEREFORE NOT ELIGIBLE FOR CONTRACT AWARD OR THAT THE PROPOSAL IS NOT SUSCEPTIBLE OF BEING SELECTED FOR AWARD. SUBMIT ONE FORM FOR EACH CERTIFIED MBE FIRM LISTED IN THE MBE PARTICIPATION SCHEDULE. BIDDERS/OFFERORS ARE HIGHLY ENCOURAGED TO SUBMIT FORM D PRIOR TO THE TEN (10) DAY DEADLINE.**

Provided that \_\_\_\_\_ (Prime Contractor's Name) is awarded the State contract in conjunction with Solicitation No. \_\_\_\_\_, such Prime Contractor will enter into a subcontract with \_\_\_\_\_ (Subcontractor's Name) committing to participation by the MBE firm \_\_\_\_\_ (MBE Name) with MDOT Certification Number \_\_\_\_\_ (if subcontractor previously listed is also the MBE firm, please restate name and provide MBE Certification Number) which will receive at least \$ \_\_\_\_\_ or \_\_\_\_% (Total Subcontract Amount/ Percentage) for performing the following products/services for the Contract:

<b>NAICS CODE</b>	<b>WORK ITEM, SPECIFICATION NUMBER, LINE ITEMS OR WORK CATEGORIES (IF APPLICABLE)</b>	<b>DESCRIPTION OF SPECIFIC PRODUCTS AND/OR SERVICES</b>

I solemnly affirm under the penalties of perjury that the information provided in this MBE Subcontractor Project Participation Affidavit is true to the best of my knowledge, information and belief. I acknowledge that, for purposes of determining the accuracy of the information provided herein, the Procurement Officer may request additional information, including, without limitation, copies of the subcontract agreements and quotes.

<b>PRIME CONTRACTOR</b>	<b>SUBCONTRACTOR (SECOND-TIER)</b>	<b>SUBCONTRACTOR (THIRD-TIER)</b>
Signature of Representative: _____	Signature of Representative: _____	Signature of Representative: _____
Printed Name and Title: _____	Printed Name and Title: _____	Printed Name and Title: _____
Firm's Name: _____	Firm's Name: _____	Firm's Name: _____
Federal Identification Number: _____	Federal Identification Number: _____	Federal Identification Number: _____
Address: _____ _____	Address: _____ _____	Address: _____ _____
Telephone: _____	Telephone: _____	Telephone: _____
Date: _____	Date: _____	Date: _____

**IF MBE FIRM IS A THIRD-TIER SUBCONTRACTOR, THIS FORM MUST ALSO BE EXECUTED BY THE SECOND-TIER SUBCONTRACTOR THAT HAS THE SUBCONTRACT AGREEMENT WITH THE MBE FIRM.**

**CATS+ TORFP # J01B3400038**

This form is to be completed monthly by the prime

**Attachment D-5**  
**Maryland Department of Information Technology**  
**Minority Business Enterprise Participation**  
**Prime TO Contractor Paid/Unpaid MBE Invoice Report**

Report #: _____	Contract #: _____
Reporting Period (Month/Year): _____	Contracting Unit: _____
<b>Report is due to the MBE Officer by the 10<sup>th</sup> of the month following the month the services were provided.</b>	Contract Amount: _____
	MBE Subcontract Amt: _____
	Project Begin Date: _____
	Project End Date: _____
<b>Note: Please number reports in sequence</b>	Services Provided: _____

Prime TO Contractor:		Contact Person:	
Address:			
City:		State:	ZIP:
Phone:	FAX:	Email:	
Subcontractor Name:		Contact Person:	
Phone:	FAX:		
Subcontractor Services Provided:			
<b>List all payments made to MBE subcontractor named above during this reporting period:</b>		<b>List dates and amounts of any outstanding invoices:</b>	
	<u>Invoice#</u>	<u>Amount</u>	
1.			1.
2.			2.
3.			3.
4.			4.
<b>Total Dollars Paid: \$</b> _____			<b>Total Dollars Unpaid: \$</b> _____

\*\*If more than one MBE subcontractor is used for this contract, you must use separate D-5 forms.

**\*\*Return one copy (hard or electronic) of this form to the following addresses (electronic copy with signature and date is preferred):**

(TO MANAGER OF APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS)	(TO PROCUREMENT OFFICER OR APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS) <a href="mailto:">mailto:</a>
---	---



This form must be completed by  
MBE subcontractor

CATS+ TORFP # J01B3400038

**ATTACHMENT D-6  
Minority Business Enterprise Participation  
Subcontractor Paid/Unpaid MBE Invoice Report**

Report#: _____	Contract #
Reporting Period (Month/Year): _____	Contracting Unit:
<b>Report is due by the 10<sup>th</sup> of the month following the month the services were performed.</b>	MBE Subcontract Amount:
	Project Begin Date:
	Project End Date:
	Services Provided:

MBE Subcontractor Name:		
MDOT Certification #:		
Contact Person:	Email:	
Address:		
City: Baltimore	State:	ZIP:
Phone:	FAX:	
<b>Subcontractor Services Provided:</b>		
<b>List all payments received from Prime TO Contractor during reporting period indicated above.</b>		<b>List dates and amounts of any unpaid invoices over 30 days old.</b>
<u>Invoice Amt</u>	<u>Date</u>	<u>Invoice Amt</u>
1.		1.
2.		2.
3.		3.
Total Dollars Paid: \$ _____		Total Dollars Unpaid: \$ _____
Prime TO Contractor:		Contact Person:

**\*\*Return one copy of this form to the following address (electronic copy with signature & date is preferred):**

(TO MANAGER OF APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS)	(TO PROCUREMENT OFFICER OR APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS) <a href="mailto:">mailto:</a>
---	--

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Required)

**Code of Maryland Regulations (COMAR)**  
**Title 21, State Procurement Regulations**

*(regarding a waiver to a Minority Business Enterprise subcontracting goal)*

**COMAR 21.11.03.11 - Waiver.**

A. If, for any reason, the apparent successful bidder or offeror is unable to achieve the contract goal for certified MBE participation, the bidder or offeror may request, in writing, a waiver to include the following:

- (1) A detailed statement of the efforts made to select portions of the work proposed to be performed by certified MBEs in order to increase the likelihood of achieving the stated goal;
- (2) A detailed statement of the efforts made to contact and negotiate with certified MBEs including:
  - (a) The names, addresses, dates, and telephone numbers of certified MBEs contacted, and
  - (b) A description of the information provided to certified MBEs regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed;
- (3) As to each certified MBE that placed a subcontract quotation or offer that the apparent successful bidder or offeror considers not to be acceptable, a detailed statement of the reasons for this conclusion;
- (4) A list of minority subcontractors found to be unavailable. This list should be accompanied by an MBE unavailability certification (MBE Attachment D6) signed by the minority business enterprise, or a statement from the apparent successful bidder or offeror that the minority business refused to give the written certification: and
- (5) The record of the apparent successful bidder or offeror's compliance with the outreach efforts required under Regulation .09B(2)(b).

A waiver may only be granted upon a reasonable demonstration by that MBE participation could not be obtained or could not be obtained at a reasonable price.

If the waiver request is determined not to meet this standard, the bidder or offeror will be found non-responsive (bid) or not reasonably susceptible for award (proposal) and removed from further consideration.

B. A waiver of a certified MBE contract goal may be granted only upon reasonable demonstration by the bidder or offeror that certified MBE participation was unable to be obtained or was unable to be obtained at a reasonable price and if the agency head or designee determines that the public interest is served by a waiver. In making a determination under this section, the agency head or designee may consider engineering estimates, catalogue prices, general market availability, and availability of certified MBEs in the area in which the work is to be performed, other bids or offers and subcontract bids or offers substantiating significant variances between certified MBE and non-

MBE cost of participation, and their impact on the overall cost of the contract to the State and any other relevant factor.

- C. An agency head may waive any of the provisions of Regulations .09-.10 for a sole source, expedited, or emergency procurement in which the public interest cannot reasonably accommodate use of those procedures.
- D. When a waiver is granted, except waivers under Section C, one copy of the waiver determination and the reasons for the determination shall be kept by the MBE Liaison Officer with another copy forwarded to the Office of Minority Affairs.

**MBE ATTACHMENT D-7  
MINORITY CONTRACTOR UNAVAILABILITY CERTIFICATE**

**Section I (to be completed by PRIME TO CONTRACTOR)**

I hereby certify that the firm of \_\_\_\_\_  
Name of Prime TO Contractor)

located at \_\_\_\_\_,  
(Number) (Street) (City) (State) (Zip)

on \_\_\_\_\_ contacted certified minority business enterprise, \_\_\_\_\_  
(Date) (Name of Minority Business)

\_\_\_\_\_ located at \_\_\_\_\_,  
(Number) (Street) (City) (State) (Zip)

seeking to obtain a bid for work/service for project number \_\_\_\_\_, project name \_\_\_\_\_

List below the type of work/ service requested:

Indicate the type of bid sought, \_\_\_\_\_. The minority business enterprise identified above is either unavailable for the work /service in relation to project number \_\_\_\_\_, or is unable to prepare a bid for the following reasons(s):

The statements contained above are, to the best of my knowledge and belief, true and accurate.

\_\_\_\_\_  
(Name) (Title)

\_\_\_\_\_  
(Number) (Street) (City) (State) (Zip)

\_\_\_\_\_  
(Signature) (Date)

**Note:** Certified minority business enterprise must complete Section II

**Section II (to be completed by CERTIFIED MINORITY BUSINESS ENTERPRISE)**

I hereby certify that the firm of \_\_\_\_\_ MBE Cert.# \_\_\_\_\_  
(Name of MBE Firm)

located at \_\_\_\_\_  
(Number) (Street) (City) (State) (Zip)

was offered the opportunity to bid on project number \_\_\_\_\_, ON \_\_\_\_\_  
(Date)

by \_\_\_\_\_  
(Prime TO Contractor's Name) (Prime TO Contractor Official's Name) (Title)

The statements contained in Section I and Section II of this document are, to the best of my knowledge and belief, true and accurate.

\_\_\_\_\_  
(Name) (Title) (Phone)

\_\_\_\_\_  
(Signature) (Fax Number)

**ATTACHMENT 3 - 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](http://www.dgs.state.md.us) and click on the Small Business Reserve hyperlink.

## ATTACHMENT 4 - Task Order Agreement

### CATS+ TORFP # J01B3400038 OF MASTER CONTRACT # 060B2490023

This Task Order Agreement (“TO Agreement”) is made this **day** of **Month**, 2013 by and between **MASTER CONTRACTOR** and the STATE OF MARYLAND, Maryland Transportation Authority.

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

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
  - a. “Agency” means the Maryland Transportation Authority, as identified in the CATS+ TORFP # J01B3400038.
  - b. “CATS+ TORFP” means the Task Order Request for Proposals # J01B3400038, dated **MONTH DAY, YEAR**, including any addenda.
  - c. “Master Contract” means the CATS+ Master Contract between the Maryland Department of Information Technology and **MASTER CONTRACTOR** dated \_\_\_\_\_.
  - d. “TO Procurement Officer” means Trisha O’Neal. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
  - e. “TO Agreement” means this signed TO Agreement between the Maryland Transportation Authority and **MASTER CONTRACTOR**.
  - f. “TO Contractor” means the CATS+ Master Contractor awarded this TO Agreement, whose principal business address is \_\_\_\_\_.
  - g. “TO Manager” means Andy Cole of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
  - h. “TO Proposal - Technical” means the TO Contractor’s technical response to the CATS+ TORFP dated **date of TO Proposal – Technical**.
  - i. “TO Proposal – Financial” means the TO Contractor’s financial response to the CATS+ TORFP dated **date of TO Proposal - Financial**.
  - j. “TO Proposal” collectively refers to the TO Proposal – Technical and TO Proposal – Financial.
2. Scope of Work
  - 2.1. This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supercede the Master Contract.
  - 2.2. The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS+ 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+ TORFP
    - c. Exhibit B – TO Proposal-Technical
    - d. Exhibit C – TO Proposal-Financial

CATS+ TORFP Business Analysts, Quality Assurance Engineer, & Technical Writer Resources 6/13/13



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+ TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of 5 years, commencing on the date of Notice to Proceed and terminating on May 31, 2019.

### 4. Consideration and Payment

4.1 The consideration to be paid the TO Contractor shall be done so in accordance with the CATS+ 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+ 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 [REDACTED]. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices must be submitted to the Agency TO Managers Andy Cole and Debra Stewart unless otherwise specified herein.

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

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

**TO CONTRACTOR NAME**

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

\_\_\_\_\_  
Date

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

STATE OF MARYLAND, Maryland Transportation Authority

\_\_\_\_\_  
By: Trisha O'Neal, TO Procurement Officer

\_\_\_\_\_  
Date

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

**ATTACHMENT 5 - 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, TO 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 TO 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 6 - Labor Classification Personnel Resume Summary

### INSTRUCTIONS:

1. Master Contractors must comply with all personnel requirements under the Master Contract RFP 060B2490023.
2. Only labor categories proposed in the Master Contractors Technical proposal may be proposed under the CATS+ TORFP process.
3. For each person proposed in any of the labor categories, complete one Labor Category Personnel Resume Summary to document how the proposed person meets each of the minimum requirements. The summary is required at the time of the interview.

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

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

**ATTACHMENT 6**  
**LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY**  
**(CONTINUED)**

<b>Proposed Individual's Name/Company:</b>	<b>How does the proposed individual meet each requirement?</b>
<b>LABOR CLASSIFICATION TITLE – (INSERT LABOR CATEGORY NAME)</b>	
Education: (Insert the education description from the CATS+ RFP from section 2.9 for the applicable labor category.)	
Experience: (Insert the experience description from the CATS+ RFP from section 2.9 for the applicable labor category.)	
Duties: (Insert the duties description from the CATS+ RFP from section 2.9 for the applicable labor category.)	

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

**TO Contractor's Contract Administrator:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Proposed Individual:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

## ATTACHMENT 7 - NON-DISCLOSURE AGREEMENT (TO Contractor)

**THIS NON-DISCLOSURE AGREEMENT** (“Agreement”) is made as of this \_\_\_ day of \_\_\_\_\_, 200\_\_, by and between the State of Maryland (“the State”), acting by and through its Maryland Transportation Authority (the “Department”), and \_\_\_\_\_ (“TO Contractor”), a corporation with its principal business office located at \_\_\_\_\_ and its principal office in Maryland located at \_\_\_\_\_.

### RECITALS

**WHEREAS**, the TO Contractor has been awarded a Task Order Agreement (the “TO Agreement”) for Business Analyst Quality Assurance TORFP No. J01B3400038 dated \_\_\_\_\_, (the “TORFP”) issued under the Consulting and Technical Services Plus procurement issued by the Department, Project Number 060B2490023; and

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

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

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

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

**TO Contractor/TO Contractor's Personnel:**

**Maryland Transportation Authority:**

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

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

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

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

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

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

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

## ATTACHMENT 8 - NON-DISCLOSURE AGREEMENT (OFFEROR)

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

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS+ TORFP #J01B3400038 for Business Analyst, Quality Assurance Engineer, & Technical Writer Resources. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to \_\_\_\_\_. 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 Trisha O'Neal, MDOT on or before the due date for Proposals.
4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR'S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.
5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
6. This Agreement shall be governed by the laws of the State of Maryland.
7. OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than \$20,000 and/or imprisonment not exceeding 5 years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.
8. The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

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

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_



## ATTACHMENT 9 – TO CONTRACTOR SELF-REPORTING CHECKLIST

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

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

**Section 4 – MBE Participation**

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

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

C) What is the actual MBE percentage to date? (divide the dollar amount paid to date to the MBE by the total amount paid to date on the TO)  
%  
**(Example - \$3,000 was paid to date to the MBE subcontractor; \$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 – PERFORMANCE EVALUATION

### Performance Evaluation Instructions to Rater

#### Rating Options

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

#### Category Rating

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

#### Overall Rating

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

Performance issues identified by the agency are subject to the mitigation process described in Section 2.6.5.

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

**PERFORMANCE EVALUATION**

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

**DIVISION WORK PLAN**

- ★ Provides support for Authority projects.

**Instructions**

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

Category: **WORK QUALITY**

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

**Criteria:**

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

Give examples of past performance to support your evaluation

Category: **WORK QUANTITY**

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

**Criteria**

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

Give examples of past performance to support your evaluation

Category: **WORKING RELATIONSHIPS**

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

**Criteria**

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

Give examples of past performance to support your evaluation

Category: **WORK HABITS**

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

**Criteria**

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

Give examples of past performance to support your evaluation

## **Business Analyst Performance Standards**

### **Category: WORK QUALITY**

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

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

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

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

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

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

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

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

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

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

### **Category: WORK QUANTITY**

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

- Demonstrates good time management skills.

- Meets target dates established on assigned tasks, projects, and goals.

Criteria: Work product is consistent with job specifications.

- Plans, manages, and controls work.

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

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

Criteria: Work load is consistent with performance expectations.

- Communicates progress and issues to customers & appropriate managers.

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

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

### **Category: WORKING RELATIONSHIPS**

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

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

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

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

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

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

Criteria: Uses tact and respect when communicating with others.

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

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

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

### **Category: WORK HABITS**

Criteria: Complies with leave policies and procedures

- Ensures compliance with all applicable laws, policies, procedures, and standards.

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

Criteria: Punctuality (start time, breaks)

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

Criteria: Use and application of time

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

Criteria: Use and care of State property

- Have no occurrence of damage to state property due to carelessness.
- Reports equipment damage or malfunction to supervisor.
- Maintains a neat and orderly work area when working at MDTA site.

Criteria: Complies with safety rules and regulations

- Reports unsafe working conditions.



## Quality Assurance Engineer Performance Standards

### Category: WORK QUALITY

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

- Produces accurate, legible written weekly activity reports.
- Produces accurate, legible written monthly project status reports (when required).
- Deliver informative, well-organized presentations.
- Submits accurate leave requests and timesheets.
- Ensures clear and complete written project & technical documentation and deliverables are provided.
- Written communication and assignments are free of spelling & grammar errors.
- Conduct a quality review walkthrough of a system testing documentation
- Creates documents that meet the Authority's document & project standards.

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

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

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

- Prioritizes own work assignments.
- Organizes documentation.
- Transition a requirement from idea or concept through final requirement testing

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

- Independently manages task assignments and resolves issues to ensure successful completion.
- Seeks and documents customer needs and ensures and measures customer satisfaction.
- Facilitate and obtain signoff on all testing efforts
- Identify initial performance measures that will be used to determine whether the testing was successful.

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

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

### Category: WORK QUANTITY

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

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

#### Criteria: Work product is consistent with job specifications.

- Plans, manages, and controls work.

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

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

#### Criteria: Work load is consistent with performance expectations.

- Communicates progress and issues to customers & appropriate managers.

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

- Works with project managers to provide and manage resource commitments.
- Collaborates with the project team to develop and execute all test plans, scenario's and scripts
- Ability to correctly identify project stakeholders and respective Subject Matter Experts (SME's).

**Category: WORKING RELATIONSHIPS**

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

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

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

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

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

- Operate as a spokesperson for the project team as they interact with the MDTA DoIT group to determine appropriate testing methods.
- Provides timely guidance and feedback to help team accomplish a task or solve a problem.
- Ensures that coworkers have adequate information (including up to date technical documentation when appropriate or requested).
- Considers others schedules when requesting time off or scheduling appointments.

Criteria: Uses tact and respect when communicating with others.

- Tactful and respectful when dealing with others
- Demonstrates respect, integrity, and keeps commitments.
- Professional behavior when dealing with all staff members.

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

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

**Category: WORK HABITS**

Criteria: Complies with leave policies and procedures

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

Criteria: Punctuality (start time, breaks)

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

Criteria: Use and application of time

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

Criteria: Use and care of State property

- Have no occurrence of damage to state property due to carelessness.
- Reports equipment damage or malfunction to supervisor.
- Maintains a neat and orderly work area when working at MDTA site.

Criteria: Complies with safety rules and regulations

- Reports unsafe working conditions.

## Technical Writer Performance Standards

### Category: WORK QUALITY

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

- Produces accurate, legible written weekly activity reports.
- Produces accurate, legible written monthly project status reports (when required).
- Deliver informative, well-organized presentations.
- Submits accurate leave requests and timesheets.
- Ensures clear and complete written project & technical documentation and deliverables are provided.
- Written communication and assignments are free of spelling & grammar errors.
- Conduct a quality review /proofreading of submitted documents
- Creates documents that meet the Authority's document & project standards.

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

- Complies with laws, policies, procedures, and established processes.
- Uses industry best practices when establishing processes, guidelines, and templates.
- Understand and efficiently improve documentation

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

- Prioritizes own work assignments.
- Organizes documentation.

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

- Independently manages task assignments and resolves issues to ensure successful completion.
- Seeks and documents customer needs and ensures and measures customer satisfaction.
- Facilitate and obtain signoff on all required documentation

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

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

### Category: WORK QUANTITY

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

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

#### Criteria: Work product is consistent with job specifications.

- Plans, manages, and controls work.

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

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

#### Criteria: Work load is consistent with performance expectations.

- Communicates progress and issues to customers & appropriate managers.

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

- Works with project managers to provide and manage resource commitments.
- Collaborates with the project team to develop and improve documentation

### Category: WORKING RELATIONSHIPS

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

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

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

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

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

- Operate as a spokesperson for the project team as they interact with the MDTA DoIT group to determine appropriate documentation
- Provides timely guidance and feedback to help team accomplish a task or solve a problem.
- Ensures that coworkers have adequate information (including up to date technical documentation when appropriate or requested).
- Considers others schedules when requesting time off or scheduling appointments.

Criteria: Uses tact and respect when communicating with others.

- Tactful and respectful when dealing with others
- Demonstrates respect, integrity, and keeps commitments.
- Professional behavior when dealing with all staff members.

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

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

### **Category: WORK HABITS**

Criteria: Complies with leave policies and procedures

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

Criteria: Punctuality (start time, breaks)

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

Criteria: Use and application of time

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

Criteria: Use and care of State property

- Have no occurrence of damage to state property due to carelessness.
- Reports equipment damage or malfunction to supervisor.
- Maintains a neat and orderly work area when working at MDTA site.

Criteria: Complies with safety rules and regulations

- Reports unsafe working conditions.

# ATTACHMENT 11 - CRIMINAL BACKGROUND CHECK AFFIDAVIT

AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the \_\_\_\_\_ (Title) \_\_\_\_\_ and the duly authorized representative of \_\_\_\_\_ (Master Contractor) \_\_\_\_\_ and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

- A. I hereby affirm that \_\_\_\_\_ (Master Contractor) \_\_\_\_\_ has complied with Section 2.4, Security Requirements of the Department of Information Technology's Consulting Technical Services Master Contract Number 060B9800035 (CATS +) hereto as Exhibit A
  
- B. I hereby affirm that the \_\_\_\_\_ (Master Contractor) \_\_\_\_\_ has provided \_\_\_\_\_ (Agency) \_\_\_\_\_ with a summary of the security clearance results for all of the candidates that will be working on Task Order \_\_\_\_\_ (Title and Number) \_\_\_\_\_ and all of these candidates have successfully passed all of the background checks required under Section 2.4.3.2 of the CATS + Master Contract. Master Contractors hereby agrees to provide security clearance results for any additional candidates at least seven (7) days prior to the date the candidate commences work on this Task Order.

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.

\_\_\_\_\_  
Master Contractor

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

# ATTACHMENT 12 – AGENCY ACCEPTANCE OF DELIVERABLE FORM

Agency Name: MDTA

TORFP Title: Business Analyst, Quality Assurance Engineer & Technical Writer Resources

TO Manager: Andy Cole

**To:**

The following deliverable, as required by TO Agreement #J01B3400038, has been received and reviewed in accordance with the TORFP.

Title of deliverable: \_\_\_\_\_

TORFP Contract Reference Number: Section # \_\_\_\_\_

Deliverable Reference ID # \_\_\_\_\_

This deliverable:

Is accepted as delivered.

Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

\_\_\_\_\_  
TO Manager Signature

\_\_\_\_\_  
Date Signed

ISSUED BY THE TO MANAGER AS REQUIRED IN SECTION 2.10 OF THE TORFP.

**EXHIBIT A**

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

**Printed Name and Address  
of Employee or Agent**

**Signature**

**Date**

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