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

SHA IT Systems Operations, Maintenance, and Support TORFP

CATS + TORFP # J02B3400045

Maryland Department of Transportation (MDOT)
Maryland State Highway Administration (SHA)

ISSUE DATE: December 2, 2013
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CATS + TORFP Template for O & M, Final 12/2/13
This Consulting and Technical Services Plus (CATS +) Task Order Request for Proposals (TORFP) is issued to obtain the services necessary to satisfy the requirements defined in Section 2 - Scope of Work. All CATS+ Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. Master Contractors choosing not to submit a proposal must submit a Master Contractor Feedback form. The form is accessible via your CATS+ 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.

<table>
<thead>
<tr>
<th>TORFP NAME:</th>
<th>SHA IT Systems Operations, Maintenance, and Support TORFP</th>
</tr>
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<tbody>
<tr>
<td>FUNCTIONAL AREA:</td>
<td>Functional Area 6 - Systems/Facilities Management and Maintenance</td>
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<tr>
<td>TORFP ISSUE DATE:</td>
<td>12/02/2013</td>
</tr>
<tr>
<td>Closing Date and Time:</td>
<td>12/27/2013 at 2:00 PM EST</td>
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<tr>
<td>Questions Due Date and Time</td>
<td>12/09/2013 at 2:00 PM EST</td>
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<tr>
<td>TORFP Issuing Office:</td>
<td>Maryland Department of Transportation (MDOT)</td>
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<tr>
<td></td>
<td>State Highway Administration (SHA)</td>
</tr>
<tr>
<td></td>
<td>Office of Information Technology (OIT)</td>
</tr>
<tr>
<td>Questions and Proposals are to be sent to:</td>
<td>TO Procurement Officer – Yamillette C. Waite</td>
</tr>
<tr>
<td></td>
<td>Email Address: <a href="mailto:ycollett@mdot.state.md.us">ycollett@mdot.state.md.us</a></td>
</tr>
<tr>
<td>TO Procurement Officer</td>
<td>Yamillette C. Waite - Office of Procurement</td>
</tr>
<tr>
<td></td>
<td>Office Phone: (410) 865-1123</td>
</tr>
<tr>
<td></td>
<td>Email Address: <a href="mailto:ycollett@mdot.state.md.us">ycollett@mdot.state.md.us</a></td>
</tr>
<tr>
<td>TO Manager:</td>
<td>Joan Trentler</td>
</tr>
<tr>
<td></td>
<td>Office Phone: (410) 545-8676</td>
</tr>
<tr>
<td></td>
<td>Email Address: <a href="mailto:jtrentler@sha.state.md.us">jtrentler@sha.state.md.us</a></td>
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<td>TO Type:</td>
<td>Time and Material</td>
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<tr>
<td>Period of Performance:</td>
<td>5 years</td>
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<tr>
<td>MBE Goal:</td>
<td>35 percent with subgoals for African American of 7% and Women-owned of 8%</td>
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<td>Small Business Reserve (SBR):</td>
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<tr>
<td>Primary Place of Performance:</td>
<td>SHA, 707 N. Calvert St., Baltimore, MD 21202 and other locations indicated in Section 2.1</td>
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<tr>
<td>State Furnish Work Site and/or Access to Equipment, Facilities or Personnel:</td>
<td>Office Desk Space and networked PC with email, Internet access and software applications for on-site staff.</td>
</tr>
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<td>TO Pre-Proposal Conference</td>
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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 scope issues, and for authorizing any changes to the TO Agreement.

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; and, in conjunction with the selected Master Contractor, achieving on budget/on time/on target (e.g., within scope) completion of the Scope of Work.

1.2 TO AGREEMENT

Based upon an evaluation of TO Proposal responses, a Master Contractor will be selected to conduct the work defined in Section 2 - Scope of Work. A specific TO Agreement, Attachment 3, will then be entered into between the State and the selected Master Contractor, which will bind the selected Master Contractor (TO Contractor) to the contents of its TO Proposal, including the price proposal.

1.3 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the date and exact time stated in the Key Information Summary Sheet above. The date and time of submission is determined by the date and time of arrival in the TO Procurement Officer’s e-mail box. The TO Proposal is to be submitted via e-mail as two attachments. Please note that the MDOT/SHA email system has an 8 MB limit on email transmission. You may submit your proposal in two or more email submissions, if necessary, as long as you clearly indicate the total number of email submissions to be received. The “subject” line in the e-mail submission shall state the TORFP # J02B3400045. The first file will be the TO Technical Proposal for this TORFP titled, “CATS +TORFP # J02B3400045 Technical” in MS Word format 2007 or later. The second file will be the TO Financial Proposal for this CATS + TORFP titled, “CATS + TORFP # J02B3400045 Financial”. The following proposal documents must be submitted with required signatures as .PDF files with signatures clearly visible:

- Attachment 1 – Price Proposal
- Attachment 2 - MBE Forms D-1 and D-2
- Attachment 4 - Conflict of Interest and Disclosure Affidavit
- Attachment 5 – Labor Category Personnel Resume Summary
- Attachment 10 – Living Wage Affidavit of Agreement
- Attachment 13 – Certification Regarding Investments in Iran

1.4 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 of TO Proposal submission will result in the State’s rejection of the Master Contractor’s TO Proposal.

1.5 CONFLICT OF INTEREST

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

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

1.6 NON-DISCLOSURE AGREEMENT

Certain system documentation may be available for potential Offerors to review at a reading room at the State Highway Administration, 707 N. Calvert Street, Baltimore, Maryland 20202 address located in the Office of Information Technology, 6th Floor, Mailstop C-605. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement (Offeror) in the form of Attachment 7. Please contact the TO Manager of this TORFP to schedule an appointment.

In addition, certain documentation may be required by the TO Contractor awarded the TO Agreement in order to fulfill the requirements of the TO Agreement. 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 8.

1.7 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 TO Agreement amount.

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

1.9 IRANIAN NON-INVESTMENT

A proposal submitted by an Offeror shall be accompanied by a completed Certification Regarding Investments in Iran. A copy of this Certification is included as Attachment 13.

1.10 LIVING WAGE

The Master Contractor shall abide by the Living Wage requirements under Title 18, State Finance and Procurement Article, Annotated Code of Maryland and the regulations proposed by the Commissioner of Labor and Industry Affidavit of Agreement submitted as part of the Master Contract Agreement in accordance with the CATS+ Master Contract.

A proposal submitted by an Offeror shall be accompanied by a completed Living Wage Affidavit of Agreement. See Attachment 10 for a copy of the Living Wage Affidavit Agreement.

1.11 CHANGE ORDERS

If the TO Contractor is required to perform work beyond the scope of Section 2 of this TORFP, or there is a work reduction due to unforeseen scope changes, a TO Change Order is required. 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 changes shall be performed until a change order is approved by DoIT and executed by the TO Procurement Officer.

1.12  ORAL PRESENTATIONS / INTERVIEWS
All Master Contractors and proposed staff will be required to make an oral presentation to State representatives. Significant representations made by a Master Contractor during the oral presentation shall be submitted in writing. All such representations will become part of the Master Contractor’s proposal and are binding, if the TO Agreement is awarded to the Master Contractor. The Procurement Officer will notify Master Contractor of the time interviews.

Interviews, which are a type of oral presentation, will be performed in person for all personnel meeting minimum qualifications. All candidates shall be interviewed in the same manner.

1.13  QUESTIONS
All questions must be submitted via email to the TO Procurement Officer no later than the date and time indicated in the Key Information Summary Sheet. Answers applicable to all Master Contactors will be distributed to all Master Contactors who are known to have received a copy of the TORFP.

Answers can be considered final and binding only when they have been answered in writing by the State.

1.14  TO PRE-PROPOSAL CONFERENCE
A Pre-proposal conference will not be held for this TORFP.

1.15  TRAVEL REIMBURSEMENT
Expenses for travel performed in completing tasks for this TORFP shall be reimbursed in accordance with the CATS+ Master Contract.

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SECTION 2 – SCOPE OF WORK

2.1 PURPOSE

The MDOT Office of Procurement is issuing this CATS + TORFP to obtain twelve (12) highly qualified technical resources relating to system operations, maintenance, management and support of SHA’s IT infrastructure (and associated technologies). As part of the evaluation of this TO, Master Contractors will propose exactly four named resources and will describe in a Staffing Plan how additional resources will be acquired to meet SHA’s needs. SHA will initiate a work order to obtain an additional eight (8) resources upon award of this TO.

This CATS+ TORFP is issued to acquire the services of the following resources:

**Network & IT Systems Support (three total planned, two as named resources for evaluation to work at the locations listed below):**

- One (1) – SHA Headquarters (Office of Information Technology (OIT))
  707 N. Calvert Street
  Baltimore, MD, 21202

- One (1) - Split time between two locations
  SHA Headquarters (OIT)
  707 N. Calvert Street
  Baltimore, MD, 21202
  SHA Hanover Complex
  7491 Connelley Drive
  Hanover, MD, 21076

**End-User & Desktop Support (nine total planned, two as named resources for evaluation to work at the locations listed below):**

- One (1) – SHA Headquarters (OIT)
  707 N. Calvert Street
  Baltimore, MD, 21202

- One (1) – SHA Hanover Complex
  7491 Connelley Drive
  Hanover, MD, 21076

There may also be the opportunity for these resources to work, perform research, and attend meetings or other events directly related to State initiatives in other locations.

SHA intends to award this task order to one Master Contractor that proposes a team of resources and a Staffing Plan that can satisfy the TO requirements. This team of resources may be required to work at SHA Headquarters and at other SHA facilities around the Baltimore/Annapolis area. Selection for award shall be based on best value to the state.

This TORFP is limited to a maximum total of twelve (12) resources. All resources beyond the initial four will be requested through a Work Order process as described in Section 2.16.
2.2 REQUESTING AGENCY INFORMATION

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

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

2.3 MANAGEMENT ROLES AND RESPONSIBILITIES

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

- **TO Procurement Officer** – MDOT representative responsible for managing the TO solicitation and award process, change order process, substitution of personnel process.
- **SHA MBE Compliance Officer** – SHA representative responsible for working with the TO Procurement Officer and TO Manager to ensure MBE compliance of issued Task Orders and to gather payment data from both the Prime Contractor and MBE Subcontractor(s) for the reporting of MBE participation on SHA procurements to MDOT and the Governor's Office of Minority Affairs.
- **TO Manager** – SHA representative responsible for managing the day to day activities of the TO including the direct supervision of the on-site TO Contractor personnel. The TO Manager will also be responsible for preparing the TO solicitation, review and approval of proposed change orders, review and approval of proposed substitution of personnel, reviewing and approving invoices and monitoring and reporting TO Contractor personnel performance.
- **TO Contractor Manager** – Representative of the TO Contractor who oversees personnel assigned under this TO. This representative will be the point of contact for managing and correcting any disputes related to this TO. This representative will also be responsible for the preparation and submittal of invoices and MBE reports by the due date defined in this TO as well as any other correspondence relating to this TO and its activities.
- **MDOT Contract Management Office (CMO)** – The CMO is responsible for management of the contract after award.

2.4 SYSTEM BACKGROUND AND DESCRIPTION

MDOT has a Network Management Services (NMS) contract to manage the Enterprise-wide network infrastructure. MDOT also has an Email, Fax, and Personal Data Assistant contract to manage the Enterprise-wide Microsoft Exchange email system. SHA is the largest Transportation Business Unit (TBU) within MDOT, and is responsible for maintaining over forty (40) facilities across the state.

The SHA OIT recognizes that with the advent of client-server and web-based systems, the end-user community expects 100% up-time and near instantaneous response time. As all of State government is expected to accomplish an increasing workload with diminished staffing, it is incumbent upon the OIT to assist our internal customers to work as efficiently as possible. The OIT places high expectations upon our staff in terms of deploying well-engineered systems and providing expert resolution of problems. The growth of systems supported by OIT, coupled with the continued expectation that OIT staff will provide “first responder” services to system failures, is driving a need for additional resources.

2.5 PROFESSIONAL DEVELOPMENT

Technology and software products continuously change. The TO Contractor must ensure continuing education opportunities for the personnel provided. This education shall be associated with the technologies currently utilized by SHA or anticipated to be implemented by SHA in the near future. All costs, including, but not limited to, the actual course costs and course attendance time are the responsibility of the TO Contractor. SHA will not cover any costs associated with the professional development of the TO Contractor personnel. The TO Contractor shall submit a Professional Development Plan that identifies both annual training course cost allotments as well as annual training time allotments for each resource proposed.
In addition to the TO Contractor resource professional development training, each TO Contractor resource assigned to work on-site at an SHA facility and or SHA project site, for a period of three months or longer, regardless of the number of days worked per week, shall be required to take the following four (4) MANDATORY TRAINING COURSES given to all SHA employees and on-site TO Contractors:

- ADA Awareness
- Limited English Proficiency
- Sexual Harassment Awareness
- Workplace and Domestic Violence Awareness

This MANDATORY TRAINING shall be completed prior to the on-site TO Contractor resource’s start date at the SHA facility (and/or project site). Failure to complete this training prior to the resource’s start date could be grounds for termination.

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

The TO Contractor cannot bill the hours required for its resources to complete this MANDATORY TRAINING. The hours estimated to complete all four (4) training courses is approximately 8 hours and will be available on-line from SHA’s Internet Web site. There will be no cost for materials or the training course itself.

2.6 REQUIREMENTS

2.6.1 TO CONTRACTOR PERSONNEL DUTIES AND RESPONSIBILITIES

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

A) Recurring Daily / Weekly / Monthly Duties –

NETWORK & IT SYSTEMS SUPPORT

- Install and configure a Microsoft Windows server, for use as an application server, web server or database server.
- Recover a failed server.
- Ensure servers are current with firmware, drivers, patches and security updates.
- Secure a server for local and remote access
- Create/restore an image of a server.
- Oversee the administration of user accounts.
- Troubleshoot server network connectivity issues.
- Configure a backup job to run on a specified schedule.
- Restore a directory from a previous backup session.
- Create network printer queues and assign appropriate access.
- Research, lab test, document and make recommendations to the SHA Network Manager on a variety of new IT technologies that could be implemented at SHA.
• Work in cooperation with the current MDOT NMS and other contractors supporting the MDOT Enterprise Network.
• Attend internal SHA staff meetings as requested.

END-USER & DESKTOP SUPPORT

• Work with end users to identify and deliver required PC services.
• Liaise with, and provide training and support to, end users and staff on computer operational issues.
• Install, configure, test, maintain, monitor, and troubleshoot end user workstation hardware, networked peripheral devices, and networking hardware products.
• Perform on-site analysis, diagnosis, and resolution of complex PC problems for a variety of end users, and recommend and implement corrective hardware solutions, including off-site repair as needed.
• Receive, log and respond to incoming calls, pages, and/or e-mails regarding PC and/or hardware problems.
• Monitor and test PC performance and provide PC performance statistics and reports.
• Assist in preparing, maintaining, and upholding procedures for logging, reporting, and statistically monitoring PC performance.
• Accurately document, within SHA’s service and problem ticket system, instances of hardware failure, repair, installation, and removal.
• Construct, install, and test customized configurations based on various platforms and operating systems.
• Schedule, and perform PC, hardware and peripheral equipment improvements, upgrades, and repairs.
• Support development and implementation of new computer projects and new hardware installations.
• Maintain up-to-date knowledge of hardware and equipment contracts and supervise contract-based installations.
• If necessary, liaise with third-party support and PC equipment vendors.
• Provide guidance to junior members of the team as required.
• Attend meetings as requested by OIT management.
• Other related duties as assigned by OIT management.

2.7 PERFORMANCE AND PERSONNEL

2.7.1 WORK HOURS

A) The TO Contractor’s assigned personnel will generally work an eight-hour day (hours to be approved by the TO Manager), Monday through Friday except for State holidays (including but not limited to Service Reduction Days or mandatory State Furlough Days as required). Once assigned, and personnel have demonstrated an understanding of the SHA infrastructure, the Network & IT Systems Support staff will also be required to participate in a rotating emergency on-call schedule, providing non-business hours support. Based on current staffing, the rotation is one week out of every eight (8) weeks per Network Resource.
B) In addition to A) above, services may also involve some evening and/or weekend hours performing planned system upgrades in addition to core business-day hours. Hours performing system upgrades shall be billed on actual time worked at the rates proposed.

C) In the event of a reduction in State revenues and a subsequent reduction in allocated budget, the TO Contractor personnel will be required to participate in the State mandated Service Reduction Days as well as State Furlough Days. In this event, the TO Master Contractor will be notified in writing by the TO Procurement Officer of these details. In addition to the Service Reduction Days and Furlough Days, the TO Contractor may also be requested to restrict the number of hours the TO Contractor personnel can work within a given period of time that may result in less than an eight hour day or less than a 40 hour work week.

2.7.2 PERFORMANCE EVALUATION

TO Contractor personnel will be evaluated by the TO Manager on a schedule consistent with evaluations of SHA personnel for assignments performed during that period. The established performance evaluation and standards are included as Attachment 11. The TO Contractor personnel must maintain a minimum rating of “Exceeds Standards” in each major category of the performance evaluation (e.g., Dependability, Job Knowledge) and a minimum rating of “Meets Standards” in all individual criteria (e.g., Punctuality, Tact). 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.

2.7.3 PERFORMANCE PROBLEM MITIGATION

In the event that SHA is dissatisfied with the performance of TO Contractor’s personnel, the mitigation process is as follows:

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

2.7.4 SUBSTITUTION OF PERSONNEL

The substitution of personnel shall comply with Section 2.9.6 of the CATS + Master Contract. After award, the Master Contract shall submit requests to the TO Manager and MDOT CMO. MDOT CMO and the TO Manager will perform a concurrent review of the request as follows:

- The TO Contractor may not substitute or temporarily reassign any TO Contractor personnel without the prior approval of the TO Manager.
- To replace any personnel, the TO Contractor shall submit resumes of the proposed personnel specifying their intended 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

2.7.5 BACKUP / DISASTER RECOVERY
The SHA utilizes Syncsort’s Backup Express software package for all corporate data and is managed by SHA’s Network Support Section. As part of this Task Order the TO Contractor personnel will be responsible for monitoring and performing block-level backups as necessary and when he/she is On-Call.

2.7.6 HARDWARE, SOFTWARE, AND MATERIALS

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

2.8 DELIVERABLES

2.8.1 DELIVERABLE SUBMISSION

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

2.8.2 DELIVERABLE DESCRIPTIONS / ACCEPTANCE CRITERIA

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<th>ID #</th>
<th>Deliverables</th>
<th>Acceptance Criteria</th>
<th>Due Date / Frequency</th>
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<tr>
<td>2.8.2.1</td>
<td>Deliverable A – Weekly Status Reports (See Attachment #12 for Template.)</td>
<td>A MS Word document that shall document: • Activities completed • Activities in progress • Next weeks planned activities • Activities on hold/issues • Activities requiring overtime Action Items</td>
<td>Receipt by close of business Friday following the previous week.</td>
</tr>
<tr>
<td>2.8.2.2</td>
<td>Deliverable B – Monthly Invoices</td>
<td>A MS Word document that contains content defined in Section 2.14.1 and accurately reflects time worked.</td>
<td>Receipt by the 10th day of each month with specified content.</td>
</tr>
<tr>
<td>2.8.2.3</td>
<td>Deliverable C – Monthly MBE Reports</td>
<td>Completed forms for D-5 and D-6 from Attachments in TORFP.</td>
<td>Attachment 2 – Form D-5 by the 10th day of each month. Attachment 2 – Form D-6 by the 10th day of each month.</td>
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2.9 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES

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

- The State’s System Development Life Cycle (SDLC) methodology
- The State Information Technology Security Policy and Standards
- The State of Maryland Enterprise Architecture.
- SHA’s Web Standards, Policies and Guidelines, (Located at SHA’s Reading Room – Call TO Manager, Roger Beardsley at 410-545-8918 for appointment)
2.10 OFFEROR COMPANY MINIMUM QUALIFICATIONS

Offerors shall meet the following minimum qualification criteria to be eligible for consideration in the evaluation of this RFP.

- 3 years of demonstrated experience providing Network & IT Systems Support services to Maryland State Agencies
- 3 years of demonstrated experience providing Staffing Plans For Network & IT Systems Support

The Master Contractor’s proposal and references will be used to verify minimum qualifications.

2.11 TO CONTRACTOR PERSONNEL MINIMUM QUALIFICATIONS

The Master Contractor shall propose 4 personnel for this TORFP that meet minimum qualifications. For all other positions needed for this TORFP, the Master Contractor shall staff the positions according to the ability to meet the requirements listed in Section 2.6 Requirements and as listed in this section for the respective positions.

The four personnel proposed in response to this TORFP shall be:
- Network & IT Systems Support (2 individuals)
- End-User & Desktop Support (2 individuals)

For the 4 personnel proposed in response to this TORFP, the Master Contractor’s proposed resources must meet all minimum qualifications for the labor category proposed, as identified in the CATS + Master Contract AND the following minimum qualifications.

NETWORK & IT SYSTEMS SUPPORT MINIMUM QUALIFICATIONS

- At least three (3) years of experience in the following technical areas:
  - Working knowledge of a complete network and IT systems environment, including protocols (TCP/IP), equipment, and services (DNS)
  - Microsoft Active Directory
  - Microsoft Exchange 2003 & Microsoft Outlook Client Technologies
  - Microsoft File and Print Services
  - Server Security, including Group Policy
  - Block-level backup and associated backup/recovery methods
  - Storage Area Network (SAN) & switch architecture, including working with volumes/partitions, disk sets, arrays, RAID, storage pools, and hardware
  - Mounting, moving and occasionally configuring network equipment
  - Monitoring server performance and utilizing the associated tools to do so, including specifically Microsoft Operations Manager and HP Insight Manager
  - Creating, updating, and maintaining network and IT systems policies, procedures and related documentation
  - Virtualization technology, including use of product suites from both VMware and Microsoft

- Possession of a current certification as a Microsoft Certified Systems Engineer (MCSE)
  - In lieu of the MCSE certification, SHA will consider individuals who have at least five (5) years of progressively more complex experience configuring and supporting Microsoft Windows servers

END-USER & DESKTOP SUPPORT MINIMUM QUALIFICATIONS
• At least two (2) years of experience in the following technical areas:
  o Active Directory
    ▪ Experience troubleshooting PC and Microsoft hardware or software.
  o PCs, laptops, thin clients, stand-alone and networked printers, standalone and networked
   scanners, and modems
    ▪ Demonstrated experience repairing, installing, upgrading, and reconfiguring any of
      these items.
  o Demonstrated experience installing and configuring all of:
    ▪ Microsoft Active Directory Services
  o Demonstrated experience using:
    ▪ Standard Software: Must be proficient in Microsoft Office 2007 Professional Suite,
      Microsoft Outlook 2003, McAfee Virus Scan, LANDesk, Adobe Acrobat, Photo
      Editor, Cisco VPN software and imaging software.
    ▪ Service desk software (opening, documenting, closing, and follow up on service
      calls).
    ▪ E-mail/Scheduling: Microsoft Outlook 2003

2.12 TO CONTRACTOR PERSONNEL OTHER QUALIFICATIONS

NETWORK & IT SYSTEMS SUPPORT

Required:
• For personnel provided after TORFP award in this position, personnel must meet the minimum
  qualifications for the position described in Section 2.11 above.

Desired:

In addition to the qualifications above, the following are desired and preferred:
• More than five (5) years of experience working in a network and IT systems support environment
• Possession of additional certifications such as (but not limited to) VMware Certified Professional
  (VCP), Cisco Certified Network Administrator (CCNA), CompTIA Network+, etc.

END-USER & DESKTOP SUPPORT

Required:

• For personnel provided after TORFP award in this position, personnel must meet the minimum
  qualifications for the position described in Section 2.11 above.

2.13 PREMISES AND OPERATIONAL SECURITY

TO Contractor employees and subcontractors to be assigned to perform work under the resulting Contract
shall be required to submit background check certification to SHA from recognized Law Enforcement
Agencies, including the FBI. See Attachment 14. TO Contractor shall be responsible for ensuring that its
employees’ and subcontractors’ background check certifications are renewed annually, at the sole expense
to the TO Contractor. SHA reserves the right to disqualify any TO Contractor employees or subcontractors
whose background checks suggest conduct, involvements, and/or associations that SHA determines, in its
sole discretion, may be inconsistent with the performance and/or security requirements set forth in this
TORFP. SHA 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 employees shall, while on State premises, display their State issued identification cards without exception.
• 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 TO Agreement.
• 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 TO Agreement.
• TO Contractor shall remove any employee from working on the resulting TO Agreement 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.

NOTE: The Awarded TO Contractor shall submit a notarized Criminal Background Check Affidavit (Attachment 14) prior to the commencement of work; attesting that a Criminal Justice Information System (CJIS) background has been conducted on all resources selected to work on this TORFP.

2.14 INVOICE SUBMISSION

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS + Master Contract. Proper invoices for payment shall contain the TO Contractor's Federal Employer Identification Number (FEIN), as well as the information described below, and must be submitted to the TO Manager for payment approval.

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

The TO Contractor shall submit monthly invoices for payment that coincide with the submission of the progress reports and required MBE reports (on or before the 10th day of the month). The invoices shall identify actual hours by each person assigned to the task order during the reporting period. Invoices shall be accompanied by timesheets and paid contractor invoices documenting charges for labor in accordance with the contractor price proposal for the Master Contract.

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

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

2.14.1 INVOICE FORMAT

A) A proper invoice shall identify SHA, labor category, associated TO Agreement number and Title, date of invoice, period of performance covered by the invoice, the SHA issued PO Number and a TO Contractor point of contact with telephone number.

B) The TO Contractor shall send the original of each invoice and supporting documentation (itemized billing reference for employees, including detail of work hours as well as (Attachment 2 – Form D-5 MBE Report) submitted for payment to SHA at the following
The Task Order Project Manager’s name shall be shown on the E-mail Subject Line.

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 TO Agreement termination date.

2.15 MBE PARTICIPATION REPORTS

Monthly reporting of MBE participation is required in accordance with the terms and conditions of the CATS + Master Contract by the 10th day of each month. The TO Contractor shall provide a completed MBE Participation form (Attachment 2, Form D-5) to SHA at the same time the invoice copy is sent. The TO Contractor shall ensure that each MBE Subcontractor provides a completed MBE Participation Form (Attachment 2, Form D-6). Subcontractor reporting shall be sent directly from the subcontractor to SHA. SHA will monitor both the TO Contractor’s efforts to achieve the MBE participation goal and compliance with reporting requirements. The TO Contractor shall email all completed forms, copies of invoices and checks paid to the MBE directly to the TO Manager, SHA MBE Compliance Officer and TO Manager. The SHA Office of Equal Opportunity also requires quarterly reporting – see Attachment 2, SHA FORM 14.0-OEO.

2.16 WORK ORDER PROCESS

A) Services for additional resources shall be provided via a Work Order process and in accordance with pre-approved Labor Categories with fully loaded rates proposed in Attachment 1.

B) The TO Manager shall e-mail a Work Order request (See Attachment 15) to the TO Contractor to provide resources that are within the scope of this TORFP. The Work Order Request will include:

1) Technical requirements and description of the resource needed
2) Performance objectives and/or deliverables, as applicable
3) Acceptance criteria for the deliverables
4) Due date and time for submitting a response to the request
5) Required place(s) where work must be performed

C) The TO Contractor shall e-mail a response to the TO Manager within the specified time and include at a minimum:

1) A response that details the TO Contractor’s understanding of the work;
2) A Price to complete the Work Order Request using the format provided in Attachment 15.
3) A description of proposed resources required to perform the requested tasks, with CATS+ labor categories listed in accordance with Attachment 1.
4) An explanation how tasks shall be completed. This description shall include proposed subcontractors and related tasks.
5) State-furnished information, work site, and/or access to equipment, facilities, or personnel

6) The proposed personnel resources, including any subcontractor personnel, to complete the task.

D) The TO Manager will review the response and will: confirm the proposed labor rates are consistent with this TORFP; contact the TO Contractor to obtain additional information, clarification or revision to the Work Order; and will provide the work order to the TO Procurement Officer for approval. The TO Procurement Officer will approve the Work Order, issuing a change order to the TORFP if necessary.

E) Proposed personnel shall be approved by the TO Manager. The TO Contractor shall furnish resumes of proposed personnel specifying their intended labor category from the CATS+ Labor Categories proposed in the TO Proposal. The TO Manager shall have the option to interview the proposed personnel. After the interview, the TO Manager shall notify the TO Contractor of acceptance or denial of the personnel.

F) The TO Manager will issue the Notice to Proceed (NTP) after the Work Order is approved and/or any interviews are completed.

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SECTION 3 - TO PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1 REQUIRED RESPONSE

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

3.2 FORMAT

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

3.2.1 TO TECHNICAL PROPOSAL

The TO Technical Proposal shall contain the following items in order:

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. Master Contractors should avoid assumptions that counter or constitute exceptions to TORFP terms and conditions.

B) Compliance with Offeror’s Company Minimum Qualifications

Offerors will complete the following table to demonstrate compliance with the Offeror’s Company Minimum Requirements in Section 2.10.

<table>
<thead>
<tr>
<th>Reference</th>
<th>Offeror Company Minimum Requirement</th>
<th>Evidence of Compliance</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.10.1</td>
<td>3 years of demonstrated experience providing Network &amp; IT Systems Support services to Maryland State Agencies</td>
<td>Offeror documents evidence of compliance here.</td>
</tr>
<tr>
<td>2.10.2</td>
<td>3 years of demonstrated experience providing Staffing Plans</td>
<td>Offeror documents evidence of compliance here.</td>
</tr>
</tbody>
</table>

C) Proposed Personnel and TORFP Staffing Plan

1. Provide a resume for each of the four proposed personnel. The resume should show prominently the proposed person’s skills and experience as they relate to the Master Contractor’s proposed solution and Section 2 – Scope of Work.

   a. Include the following for each engagement:

      i. Name
      ii. Company / Organization
      iii. Job Title
      iv. Start and end dates (MM/YY format)
      v. Location (Optional)
      vi. Work Description

   b. Any other experience
c. Education / training starting with the latest degree / certification

2. Identify and provide Attachment 5 – Labor Category Personnel Resume Summary for all proposed personnel by labor category. The summaries shall include the dates from and to (in MM/YY format) which must equal or exceed each identified mandatory time requirement. It shall also demonstrate prominently the minimum required qualifications as specified in Section 2.11.

3. Provide the names and titles of the Master Contractor’s management staff who will supervise the personnel and quality of services rendered under this TO Agreement.

4. Provide a Staffing Plan that contains the following:
   a. Supporting descriptions for all labor categories in response to this TORFP
   b. Process of locating and bringing on board resources that meet the needs of Section 2 Scope of Work.
   c. Description of approach for quickly substituting qualified personnel after start of Task Order

D) MBE Participation

Submit completed MBE documents Attachment 2 - Forms D-1 and D-2. Self performance by an MBE prime contractor will not count toward the MBE participation goal.

E) Subcontractors

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

F) Master Contractor Experience and Capabilities

1) Provide three (3) examples of work assignments that Offeror has completed that were similar in scope to the one defined in this TORFP. Each of the three (3) examples must include a reference complete with the following:

   a) Name of organization.
   b) Name, title, email and telephone number of point-of-contact for the reference (point of contract shall be accessible and knowledgeable regarding experience).
   c) Type and duration of contract(s) (include dates, i.e. (MM/YY – MM/YY) supporting the reference).
   d) The services provided, scope of the contract and performance objectives satisfied as they relate to the scope of this TORFP.
   e) Whether the proposed personnel are still providing these services and, if not, an explanation of why services are no longer provided to the client organization.

2) State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five (5) 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, (Include dates, i.e. (MM/YY – MM/YY))
   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.

G) Professional Development Plan

Provide plan on how Master Contractor will ensure continued Professional Development as defined in Section 2.5 for on-site TO Contractor proposed personnel.

H) State Assistance

Provide an estimate of expectation concerning participation by State personnel.

I) Confidentiality

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

3.2.2 TO FINANCIAL PROPOSAL

A) A description of any assumptions on which the Master Contractor’s TO Financial Proposal is based (Assumptions shall not constitute conditions, contingencies, or exceptions to the price proposal).

B) Completed Price Proposal - Attachment 1

For the four proposed personnel, the Master Contractor shall indicate on Attachment 1 the proposed resource name, the appropriate CATS+ Labor Category proposed, and the Fixed Hourly Labor Category Rate.

For the remaining personnel required under this TORFP, the Master Contractor shall indicate on Attachment 1 labor categories that may be used to fill each position. (Note: Master Contractor is not required to staff every future position with the same CATS+ labor category. However, future positions may only be staffed using one of the CATS+ labor categories listed on the completed Price Proposal.)

Proposed rates are fully loaded and are not to exceed the rates defined in the Master Contract.

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SECTION 4 - PROCEDURE FOR AWARDING A TO AGREEMENT

4.1 EVALUATION CRITERIA
The TO Contractor will be selected from among all eligible Master Contractors within the appropriate functional area responding to the CATS + TORFP. In making the TO Agreement award determination, SHA will consider all information submitted in accordance with Section 3. The award will be made to the contractor offering the most advantageous offer to the State.

4.2 TECHNICAL CRITERIA
The following are technical criteria for evaluating a TO Proposal in descending order of importance:
- The Master Contractor’s proposed solution and understanding of the TORFP Scope of Work based on the required response in Section 3.2.1.A.1.
- Personnel experience required in Section 3.2.1.C.
- Master Contractor and Subcontractor Experience and Capabilities as specified in Section 3.2.1.F.
- Staffing Plan as specified in Section 3.2.1.C.
- Professional Development Plan as specified in Section 3.2.1.G

4.3 SELECTION PROCEDURES
4.3.1 TO Proposals will be assessed throughout the evaluation process for compliance with the minimum qualifications in Section 2.10 and 2.11 and quality of responses to Section 3.2.1 of the TORFP. Master Contractor proposals that fail to meet the minimum qualifications will be deemed not reasonably susceptible for award, i.e., disqualified and their proposals eliminated from further consideration.

4.3.2 TO Proposals deemed technically qualified will have the associated TO Financial Proposal considered. All others will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.

4.3.3 The State will conduct interviews of all personnel proposed in each TO Proposal that meets minimum qualifications. In order to ensure as timely an evaluation process as possible, the State will begin conducting interviews approximately two weeks after receipt of proposals. The number of days for interviews will be dependent upon the number of qualified proposals received. The State will provide at least 48 hours’ advance notice for scheduling the interviews. Proposed personnel must be available for the interview in order for the TO technical proposal to be considered for award. All interviews will be conducted in person.

4.3.4 Qualified TO Financial Proposals will be reviewed and ranked from lowest to highest price proposed.

4.3.5 The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment. In making this selection, technical merit has greater weight than price.

4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT
Commencement of work in response to a TO Agreement shall be initiated only upon issuance of a fully executed TO Agreement, a Non-Disclosure Agreement (TO Contractor), a Purchase Order, and by a Notice to Proceed authorized by the TO Manager.
ATTACHMENT 1 - PRICE PROPOSAL

PRICE PROPOSAL FOR CATS + # J02B3400045
LABOR CATEGORIES

Resources 1-4 shall be available to start at TO award. Additional resources shall be obtained after TO award through a work order process. Financial evaluation will be based on a 1,960 hour per year basis per labor category proposed and an overall financial impact.

Master Contractors shall propose one or more CATS+ Labor Categories to support future additional resources for this TORFP. For evaluation purposes, allocate exactly the number of hours specified for future additional resources in each TO Term. Future additional resources must be assigned a CATS+ Labor Category but the Master Contractor is not required to specify which labor category until the time of the Work Order. Therefore, Master Contractors should include as part of future additional resources any CATS+ Labor Category that might reasonably be utilized to fulfill the scope of this TORFP not to exceed the total number of hours for all the additional resources.

<table>
<thead>
<tr>
<th>Labor Categories</th>
<th>A</th>
<th>B</th>
<th>C</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Fully Loaded Hourly Rates <em>(prices good for 120 days)</em></td>
<td>ESTIMATED Total Class Hours Annually</td>
<td>Total Proposed CATS + TORFP Price</td>
</tr>
<tr>
<td></td>
<td>*Hours adjusted based on State Holidays and two weeks of leave per resource.</td>
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<td></td>
</tr>
</tbody>
</table>

**Year #1:**

| (Master Contractor to insert Proposed CATS+ Labor Categories for this TORFP) |
| $A$ | $B$ | $C$ |
| Network & IT Systems Support - #1 (Resource Name / CATS+ Labor Category) | $1960$ | $1960$ |
| Network & IT Systems Support - #2 (Resource Name / CATS+ Labor Category) | $1960$ | $1960$ |
| End-User & Desktop Support - #1 (Resource Name / CATS+ Labor Category) | $1960$ | $1960$ |
| End-User & Desktop Support - #2 (Resource Name / CATS+ Labor Category) | $1960$ | $1960$ |

**FUTURE ADDITIONAL RESOURCES - Guaranteed only for 8 additional (Network & IT Systems Support and End-User & Desktop Support). Allocate exactly 15,680 hours among the CATS+ labor categories.**

| (CATS+ Labor Category) |
| $A$ | $B$ |
| $15,680$ |

*<insert additional CATS+ Labor Categories as desired to support this task order>*

**TO Year #1 Additional Resources Subtotal**

| $A$ |
| $7840$ |

**Total Year #1 (Year #1 Resources + Additional Resources)**

| $A$ |
| $15680$ |

**Year #2:**

| (Resource Name / CATS+ Labor Category) |
| $A$ | $B$ |
| $1960$ | $1960$ |

**TO Year #1 Additional Resources Subtotal**

| $A$ |
| $15680$ |

**Total Year #1 (Year #1 Resources + Additional Resources)**

<p>| $A$ |
| $15680$ |</p>
<table>
<thead>
<tr>
<th>Resource Name / CATS+ Labor Category</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
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<tbody>
<tr>
<td>TO Year #2 Resources Subtotal</td>
<td>$7,840</td>
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<tr>
<td>FUTURE ADDITIONAL RESOURCES - Guaranteed only for 8 additional (Network &amp; IT Systems Support and End-User &amp; Desktop Support). Allocate exactly 15,680 hours among the CATS+ labor categories.</td>
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<tr>
<td>(CATS+ Labor Category)</td>
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<tr>
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<tr>
<td>Total Year #4 (Year #4 Resources + Additional Resources)</td>
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<td>Year #5:</td>
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<tr>
<td>Network &amp; IT Systems Support - #1&lt;br&gt;(Resource Name / CATS+ Labor Category)</td>
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<td>$</td>
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</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>End-User &amp; Desktop Support - #2&lt;br&gt;(Resource Name / CATS+ Labor Category)</td>
<td>$</td>
<td>1960</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TO Year #5 Resources Subtotal</strong></td>
<td></td>
<td><strong>7840</strong> $</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

FUTURE ADDITIONAL RESOURCES - Guaranteed only for 8 additional (Network & IT Systems Support and End-User & Desktop Support). Allocate exactly 15,680 hours among the CATS+ labor categories.

<table>
<thead>
<tr>
<th>(CATS+ Labor Category)</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$</td>
<td>15,680 $</td>
</tr>
</tbody>
</table>

<insert additional CATS+ Labor Categories as desired to support this task order>

| TO Year #5 Additional Resources Subtotal |       | **15680** $ |

Total Year #5 (Year #5 Resources + Additional Resources) $ 

Total Evaluated Price for the Five (5) Year Period $ 

Authorized Individual Name ____________________________________________________________________________

Company Name ____________________________________________________________________________

Title ____________________________________________________________________________

Company Tax ID #

The Hourly Labor Rate is the actual rate the State will pay for services and must be recorded in dollars and cents. The Hourly Labor Rate cannot exceed the Master Contract Rate, but may be lower. Hourly Labor Rates must be fully loaded, including all direct and indirect costs and profit for the Master Contractor to perform under the TO Agreement. The total hours listed above are to be considered as estimated only and not to be construed as guaranteed billable hours. Actual hours will be compensated at the total number of hours performed.

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

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

The TO Contractor must complete a separate Form D-5 for each MBE subcontractor for each month of the contract and submit one copy to each of the locations indicated at the bottom of the form. The report is due no later than the 10th of the month following the month that is being reported. For example, the report for January’s activity is due no later than the 10th of February. With the approval of the TO Manager, the report may be submitted electronically. Note: Reports are required to be submitted each month, regardless of whether there was any MBE payment activity for the reporting month.

The TO Contractor is responsible for ensuring that each subcontractor receives a copy (e-copy of and/or hard copy) of Form D-6. The TO Contractor should make sure that the subcontractor receives all the information necessary to complete the form properly, i.e., all of the information located in the upper right corner of the form. It may be wise to customize Form D-6 (upper right corner of the form) for the subcontractor the same as the Form D-5 was customized by the TO Manager for the benefit of the TO Contractor. This will help to minimize any confusion for those who receive and review the reports.

4. It is the responsibility of the TO Contractor to make sure that all subcontractors submit reports no later than the 10th of each month, regardless of whether there was any MBE payment activity for the reporting month. Actual payment data is verified and entered into the State’s financial management tracking system from the subcontractor’s D-6 report only. Therefore, if the subcontractor(s) do not submit their D-6 payment reports, the TO Contractor cannot and will not be given credit for subcontractor payments, regardless of the TO Contractor’s proper submission of Form D-5. The TO Manager will contact the TO Contractor if reports are not received each month from either the prime contractor or any of the identified subcontractors. The TO Contractor must promptly notify the TO Manager if, during the course of the contract, a new MBE subcontractor is utilized. Failure to comply with the MBE contract provisions and reporting requirements may result in sanctions, as provided by COMAR 21.11.03.13.
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. J02B3400045, I affirm the following:

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

   - I have met the overall certified Minority Business Enterprise (MBE) participation goal of thirty-five percent (35%) and the following subgoals, if applicable:
     - seven percent (7%) for African American-owned MBE firms
     - percent (%) for Hispanic American-owned MBE firms
     - percent (%) for Asian American-owned MBE firms
     - eight percent (8%) 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.
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.

3. 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
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 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. 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.

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/offoror 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.
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.
PART 1 – INSTRUCTIONS FOR MBE PARTICIPATION SCHEDULE

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) × 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).

<table>
<thead>
<tr>
<th>GOAL/SUBGOAL WORKSHEET</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total African American Firm Participation (Add percentages listed for African American-Owned Firms in Column 3 of MBE Participation Schedule)</td>
</tr>
<tr>
<td>Total Hispanic American Firm Participation (Add percentages listed for Hispanic American-Owned Firms in Column 3 of MBE Participation Schedule)</td>
</tr>
<tr>
<td>Total Asian American Firm Participation (Add percentages listed for Asian American-Owned Firms in Column 3 of MBE Participation Schedule)</td>
</tr>
<tr>
<td>Total Women-Owned Firm Participation (Add percentages listed for Women-Owned Firms in Column 3 of MBE Participation Schedule)</td>
</tr>
<tr>
<td>Total for all other MBE Firms (Add percentages for firms listed as Other MBE Classification in Column 3 of the MBE Participation Schedule)</td>
</tr>
<tr>
<td>Total MBE Firm Participation (Add percentages listed for all MBE Firms in Column 3 of MBE Participation Schedule)</td>
</tr>
</tbody>
</table>

The percentage amount in Box F should be equal to the sum of the percentage amounts in Boxes A through E.
PART 2 – MBE PARTICIPATION SCHEDULE

Parts 2 and 3 must be included with the bid/proposal. If the bidder/offor 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.

<table>
<thead>
<tr>
<th>Prime Contractor</th>
<th>Project Description</th>
<th>Solicitation Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

List information for each certified MBE subcontractor you agree to use to achieve the MBE participation goal and subgoals, if any.

<table>
<thead>
<tr>
<th>COLUMN 1</th>
<th>COLUMN 2</th>
<th>COLUMN 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>NAME OF MBE SUBCONTRACTOR AND TIER</td>
<td>CERTIFICATION NO. AND MBE CLASSIFICATION</td>
<td>Unless the bidder/offor 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 and subgoals set forth in Form D-1. 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.</td>
</tr>
</tbody>
</table>

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.

☐ Please check if Continuation Sheets are attached.

3.1. 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).

☐ % (Percentage for purposes of calculating achievement of MBE Participation goal and subgoals, if any)

3.2. 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).

☐ % Total percentage of Supplies/Products

x 60% (60% Rule)

☐ % (Percentage for purposes of calculating achievement of MBE Participation goal and subgoals, if any)
MDOT MBE FORM D-2  
STATE-FUNDED CONTRACTS  
MBE PARTICIPATION SCHEDULE  
CONTINUATION SHEET

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

<table>
<thead>
<tr>
<th>COLUMN 1</th>
<th>COLUMN 2</th>
<th>COLUMN 3</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Prime Contractor</strong></td>
<td><strong>Project Description</strong></td>
<td><strong>Solicitation Number</strong></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

COLUM 1

**NAME OF MBE SUBCONTRACTOR AND TIER**

**CERTIFICATION NO. AND MBE CLASSIFICATION**

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.

<table>
<thead>
<tr>
<th>Certification Number:</th>
</tr>
</thead>
<tbody>
<tr>
<td>(If dually certified, check only one box.)</td>
</tr>
<tr>
<td>□ African American-Owned</td>
</tr>
<tr>
<td>□ Hispanic American-Owned</td>
</tr>
<tr>
<td>□ Asian American-Owned</td>
</tr>
<tr>
<td>□ Women-Owned</td>
</tr>
<tr>
<td>□ Other MBE Classification</td>
</tr>
</tbody>
</table>

3.1. **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).

□□□□□□□□ %  (Percentage for purposes of calculating achievement of MBE Participation goal and subgoals, if any)

3.2 **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).

□□□□□□□□ %  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.

CATS + TORFP Template for O & M, Final 12/2/13

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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
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:

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

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.

<table>
<thead>
<tr>
<th>PRIME CONTRACTOR</th>
<th>SUBCONTRACTOR (SECOND-TIER)</th>
<th>SUBCONTRACTOR (THIRD-TIER)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature of Representative:</td>
<td>Signature of Representative:</td>
<td>Signature of Representative:</td>
</tr>
<tr>
<td>Printed Name and Title:</td>
<td>Printed Name and Title:</td>
<td>Printed Name and Title:</td>
</tr>
<tr>
<td>Firm’s Name:</td>
<td>Firm’s Name:</td>
<td>Firm’s Name:</td>
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<tr>
<td>Federal Identification Number:</td>
<td>Federal Identification Number:</td>
<td>Federal Identification Number:</td>
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<td>Address:</td>
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<td>Telephone:</td>
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<td>Date:</td>
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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.
**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):**

<table>
<thead>
<tr>
<th>Prime Contractor:</th>
<th>Contact Person:</th>
</tr>
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<tbody>
<tr>
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</table>

<table>
<thead>
<tr>
<th>Address:</th>
<th>City:</th>
<th>State:</th>
<th>ZIP:</th>
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<tr>
<th>Phone:</th>
<th>FAX:</th>
<th>Email:</th>
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<table>
<thead>
<tr>
<th>Subcontractor Name:</th>
<th>Contact Person:</th>
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<th>Phone:</th>
<th>FAX:</th>
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</tbody>
</table>

**List subcontractor services provided:***

**List dates and amounts of any outstanding invoices:**

<table>
<thead>
<tr>
<th>Invoice #</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
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<td>2.</td>
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<td>3.</td>
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<td>4.</td>
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<table>
<thead>
<tr>
<th>Total Dollars Paid: $</th>
<th>Total Dollars Unpaid: $</th>
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<tbody>
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</table>

This form is to be completed monthly by the prime contractor.

Signature: ____________________________ Date: _______________________

(Required)

**Clemon Hammie, M/DBE Manager**

c/o Earle Beale, Equal Opportunity Compliance Officer

Office of Equal Opportunity

State Highway Administration

211 E. Madison Street, MLL3

Baltimore, MD 21202

Email: shacompliance@sha.state.md.us

CATS + TORFP Template for O & M, Final 12/2/13

37
## Minority Business Enterprise Participation
### Subcontractor Paid/Unpaid MBE Invoice Report

<table>
<thead>
<tr>
<th>Report#</th>
<th>Contract #</th>
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<table>
<thead>
<tr>
<th>Reporting Period (Month/Year)</th>
<th>Contracting Unit</th>
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</table>

Report is due by the 10th of the month following the month the services were performed.

<table>
<thead>
<tr>
<th>MBE Subcontractor Name</th>
<th>MDOT Certification #</th>
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<tbody>
<tr>
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<table>
<thead>
<tr>
<th>Contact Person</th>
<th>Email</th>
</tr>
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<tbody>
<tr>
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</table>

<table>
<thead>
<tr>
<th>Address</th>
<th>City: Baltimore</th>
<th>State:</th>
<th>ZIP:</th>
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<table>
<thead>
<tr>
<th>Phone</th>
<th>FAX:</th>
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</table>

### Subcontractor Services Provided:

List all payments received from Prime Contractor during reporting period indicated above.

<table>
<thead>
<tr>
<th>Invoice Amt</th>
<th>Date</th>
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<tbody>
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</table>

<table>
<thead>
<tr>
<th>Total Dollars Paid: $ _________________</th>
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</table>

List dates and amounts of any unpaid invoices over 30 days old.

<table>
<thead>
<tr>
<th>Invoice Amt</th>
<th>Date</th>
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<tbody>
<tr>
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<td></td>
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</table>

<table>
<thead>
<tr>
<th>Total Dollars Unpaid: $ _________________</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Prime Contractor</th>
<th>Contact Person</th>
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</thead>
<tbody>
<tr>
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</tbody>
</table>

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

Clemon Hammie, M/DBE Manager  
c/o Earle Beale, Equal Opportunity Compliance Officer  
Office of Equal Opportunity  
State Highway Administration  
211 E. Madison Street, MLL3  
Baltimore, MD 21202  
Email: shacompliance@sha.state.md.us

<table>
<thead>
<tr>
<th>Signature: ____________________________</th>
<th>Date: ____________________</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Required)</td>
<td></td>
</tr>
</tbody>
</table>
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.
Section I (to be completed by PRIME CONTRACTOR)

I hereby certify that the firm of ________________________________________________________________________________

Name of Prime 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) (Signature) ____________________ (Date) ____________________

(Title) ____________________ (Number) ____________________ (Street) ____________________ (City) ____________________ (State) ____________________ (Zip)

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.#________________
located at ___________________________________________________________________________________
(Number)                     (Street)       (City)           (State)    (Zip)

was offered the opportunity to bid on project number_____________________, ON________________________
by ___________________________________________________________________________________
(Prime Contractor’s Name)                 (Prime 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)
MDOT MBE/DBE FORM E
GOOD FAITH EFFORTS GUIDANCE AND DOCUMENTATION

PART 1 – GUIDANCE FOR DEMONSTRATING GOOD FAITH EFFORTS TO MEET MBE/DBE PARTICIPATION GOALS

In order to show that it has made good faith efforts to meet the Minority Business Enterprise (MBE)/Disadvantaged Business Enterprise (DBE) participation goal (including any MBE subgoals) on a contract, the bidder/offeror must either (1) meet the MBE/DBE Goal(s) and document its commitments for participation of MBE/DBE Firms, or (2) when it does not meet the MBE/DBE Goal(s), document its Good Faith Efforts to meet the goal(s).

I. Definitions

MBE/DBE Goal(s) – “MBE/DBE Goal(s)” refers to the MBE participation goal and MBE participation subgoal(s) on a State-funded procurement and the DBE participation goal on a federally-funded procurement.

Good Faith Efforts – The “Good Faith Efforts” requirement means that when requesting a waiver, the bidder/offeror must demonstrate that it took all necessary and reasonable steps to achieve the MBE/DBE Goal(s), which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient MBE/DBE participation, even if those steps were not fully successful. Whether a bidder/offeror that requests a waiver made adequate good faith efforts will be determined by considering the quality, quantity, and intensity of the different kinds of efforts that the bidder/offeror has made. The efforts employed by the bidder/offeror should be those that one could reasonably expect a bidder/offeror to take if the bidder/offeror were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE contract requirements. The determination concerning the sufficiency of the bidder's/offeror's good faith efforts is a judgment call; meeting quantitative formulas is not required.

Identified Firms – “Identified Firms” means a list of the DBEs identified by the procuring agency during the goal setting process and listed in the federally-funded procurement as available to perform the Identified Items of Work. It also may include additional DBEs identified by the bidder/offeror as available to perform the Identified Items of Work, such as DBEs certified or granted an expansion of services after the procurement was issued. If the procurement does not include a list of Identified Firms or is a State-funded procurement, this term refers to all of the MBE Firms (if State-funded) or DBE Firms (if federally-funded) the bidder/offeror identified as available to perform the Identified Items of Work and should include all appropriately certified firms that are reasonably identifiable.

Identified Items of Work – “Identified Items of Work” means the bid items identified by the procuring agency during the goal setting process and listed in the procurement as possible items of work for performance by MBE/DBE Firms. It also may include additional portions of items of work the bidder/offeror identified for performance by MBE/DBE Firms to increase the likelihood that the MBE/DBE Goal(s) will be achieved. If the procurement does not include a list of Identified Items of Work, this term refers to all of the items of work the bidder/offeror identified as possible items of work for performance by MBE/DBE Firms and should include all reasonably identifiable work opportunities.

MBE/DBE Firms – For State-funded contracts, “MBE/DBE Firms” refers to certified MBE Firms. Certified MBE Firms can participate in the State’s MBE Program. For federally-funded contracts, “MBE/DBE Firms” refers to certified DBE Firms. Certified DBE Firms can participate in the federal DBE Program.
II. Types of Actions MDOT will Consider

The bidder/offeror is responsible for making relevant portions of the work available to MBE/DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available MBE/DBE subcontractors and suppliers, so as to facilitate MBE/DBE participation. The following is a list of types of actions MDOT will consider as part of the bidder/offeror’s Good Faith Efforts when the bidder/offeror fails to meet the MBE/DBE Goal(s). This list is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

A. Identify Bid Items as Work for MBE/DBE Firms

1. Identified Items of Work in Procurements

   (a) Certain procurements will include a list of bid items identified during the goal setting process as possible work for performance by MBE/DBE Firms. If the procurement provides a list of Identified Items of Work, the bidder/offeror shall make all reasonable efforts to solicit quotes from MBE Firms or DBE Firms, whichever is appropriate, to perform that work.

   (b) Bidders/Offerors may, and are encouraged to, select additional items of work to be performed by MBE/DBE Firms to increase the likelihood that the MBE/DBE Goal(s) will be achieved.

2. Identified Items of Work by Bidders/Offerors

   (a) When the procurement does not include a list of Identified Items of Work, bidders/offerors should reasonably identify sufficient items of work to be performed by MBE/DBE Firms.

   (b) Where appropriate, bidders/offerors should break out contract work items into economically feasible units to facilitate MBE/DBE participation, rather than perform these work items with their own forces. The ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder/offeror of the responsibility to make Good Faith Efforts.

B. Identify MBE Firms or DBE Firms to Solicit

1. DBE Firms Identified in Procurements

   (a) Certain procurements will include a list of the DBE Firms identified during the goal setting process as available to perform the items of work. If the procurement provides a list of Identified DBE Firms, the bidder/offeror shall make all reasonable efforts to solicit those DBE firms.

   (b) Bidders/offerors may, and are encouraged to, search the MBE/DBE Directory to identify additional DBEs who may be available to perform the items of work, such as DBEs certified or granted an expansion of services after the solicitation was issued.

2. MBE/DBE Firms Identified by Bidders/Offerors

   (a) When the procurement does not include a list of Identified MBE/DBE Firms, bidders/offerors should reasonably identify the MBE Firms or DBE Firms, whichever is appropriate, that are available to perform the Identified Items of Work.

   (b) Any MBE/DBE Firms identified as available by the bidder/offeror should be certified in the appropriate program (MBE for State-funded procurements or DBE for federally-funded procurements)

   (c) Any MBE/DBE Firms identified as available by the bidder/offeror should be certified to perform the Identified Items of Work.
C. Solicit MBE/DBEs

1. Solicit all Identified Firms for all Identified Items of Work by providing written notice. The bidder/offeror should:
   (a) provide the written solicitation at least 10 days prior to bid opening to allow sufficient time for the MBE/DBE Firms to respond;
   (b) send the written solicitation by first-class mail, facsimile, or email using contact information in the MBE/DBE Directory, unless the bidder/offeror has a valid basis for using different contact information; and
   (c) provide adequate information about the plans, specifications, anticipated time schedule for portions of the work to be performed by the MBE/DBE, and other requirements of the contract to assist MBE/DBE Firms in responding. (This information may be provided by including hard copies in the written solicitation or by electronic means as described in C.3 below.)

2. “All” Identified Firms includes the DBEs listed in the procurement and any MBE/DBE Firms you identify as potentially available to perform the Identified Items of Work, but it does not include MBE/DBE Firms who are no longer certified to perform the work as of the date the bidder/offeror provides written solicitations.

3. “Electronic Means” includes, for example, information provided via a website or file transfer protocol (FTP) site containing the plans, specifications, and other requirements of the contract. If an interested MBE/DBE cannot access the information provided by electronic means, the bidder/offeror must make the information available in a manner that is accessible by the interested MBE/DBE.

4. Follow up on initial written solicitations by contacting DBEs to determine if they are interested. The follow up contact may be made:
   (a) by telephone using the contact information in the MBE/DBE Directory, unless the bidder/offeror has a valid basis for using different contact information; or
   (b) in writing via a method that differs from the method used for the initial written solicitation.

5. In addition to the written solicitation set forth in C.1 and the follow up required in C.4, use all other reasonable and available means to solicit the interest of MBE/DBE Firms certified to perform the work of the contract. Examples of other means include:
   (a) attending any pre-bid meetings at which MBE/DBE Firms could be informed of contracting and subcontracting opportunities;
   (b) if recommended by the procurement, advertising with or effectively using the services of at least two minority focused entities or media, including trade associations, minority/women community organizations, minority/women contractors’ groups, and local, state, and federal minority/women business assistance offices listed on the MDOT Office of Minority Business Enterprise website; and
   (c) effectively using the services of other organizations, as allowed on a case-by-case basis and authorized in the procurement, to provide assistance in the recruitment and placement of MBE/DBE Firms.

D. Negotiate With Interested MBE/DBE Firms

Bidders/Offerors must negotiate in good faith with interested MBE/DBE Firms.

1. Evidence of negotiation includes, without limitation, the following:
   (a) the names, addresses, and telephone numbers of MBE/DBE Firms that were considered;
   (b) a description of the information provided regarding the plans and specifications for the work selected for subcontracting and the means used to provide that information; and
   (c) evidence as to why additional agreements could not be reached for MBE/DBE Firms to perform the work.
2. A bidder/offeror using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration.

3. The fact that there may be some additional costs involved in finding and using MBE/DBE Firms is not in itself sufficient reason for a bidder's/offeror's failure to meet the contract DBE goal, as long as such costs are reasonable. Factors to take into consideration when determining whether a MBE/DBE Firm's quote is excessive or unreasonable include, without limitation, the following:

   (a) the dollar difference between the MBE/DBE subcontractor's quote and the average of the other subcontractors' quotes received by the bidder/offeror;

   (b) the percentage difference between the MBE/DBE subcontractor’s quote and the average of the other subcontractors’ quotes received by the bidder/offeror;

   (c) the percentage that the DBE subcontractor’s quote represents of the overall contract amount;

   (d) the number of MBE/DBE firms that the bidder/offeror solicited for that portion of the work;

   (e) whether the work described in the MBE/DBE and Non-MBE/DBE subcontractor quotes (or portions thereof) submitted for review is the same or comparable; and

   (f) the number of quotes received by the bidder/offeror for that portion of the work.

4. The above factors are not intended to be mandatory, exclusive, or exhaustive, and other evidence of an excessive or unreasonable price may be relevant.

5. The bidder/offeror may not use its price for self-performing work as a basis for rejecting a MBE/DBE Firm's quote as excessive or unreasonable.

6. The "average of the other subcontractors' quotes received by the" bidder/offeror refers to the average of the quotes received from all subcontractors, except that there should be quotes from at least three subcontractors, and there must be at least one quote from a MBE/DBE and one quote from a Non-MBE/DBE.

7. A bidder/offeror shall not reject a MBE/DBE Firm as unqualified without sound reasons based on a thorough investigation of the firm's capabilities. For each certified MBE/DBE that is rejected as unqualified or that placed a subcontract quotation or offer that the bidder/offeror concludes is not acceptable, the bidder/offeror must provide a written detailed statement listing the reasons for this conclusion. The bidder/offeror also must document the steps taken to verify the capabilities of the MBE/DBE and Non-MBE/DBE Firms quoting similar work.

   (a) The factors to take into consideration when assessing the capabilities of a MBE/DBE Firm, include, but are not limited to the following: financial capability, physical capacity to perform, available personnel and equipment, existing workload, experience performing the type of work, conduct and performance in previous contracts, and ability to meet reasonable contract requirements.

   (b) The MBE/DBE Firm's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the efforts to meet the project goal.

E. Assisting Interested MBE/DBE Firms

When appropriate under the circumstances, the decision-maker will consider whether the bidder/offeror:

1. made reasonable efforts to assist interested MBE/DBE Firms in obtaining the bonding, lines of credit, or insurance required by MDOT or the bidder/offeror; and
2. made reasonable efforts to assist interested MBE/DBE Firms in obtaining necessary equipment, supplies, materials, or related assistance or services.

III. Other Considerations

In making a determination of Good Faith Efforts the decision-maker may consider engineering estimates, catalogue prices, general market availability and availability of certified MBE/DBE Firms 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/DBE and Non-MBE/DBE costs of participation, and their impact on the overall cost of the contract to the State and any other relevant factors.

The decision-maker may take into account whether a bidder/offeror decided to self-perform subcontract work with its own forces, especially where the self-performed work is Identified Items of Work in the procurement. The decision-maker also may take into account the performance of other bidders/offerors in meeting the contract. For example, when the apparent successful bidder/offeror fails to meet the contract goal, but others meet it, this reasonably raises the question of whether, with additional reasonable efforts, the apparent successful bidder/offeror could have met the goal. If the apparent successful bidder/offeror fails to meet the goal, but meets or exceeds the average MBE/DBE participation obtained by other bidders/offerors, this, when viewed in conjunction with other factors, could be evidence of the apparent successful bidder/offeror having made Good Faith Efforts.

IV. Documenting Good Faith Efforts

At a minimum, a bidder/offeror seeking a waiver of the MBE/DBE Goal(s) or a portion thereof must provide written documentation of its Good Faith Efforts, in accordance with COMAR 21.11.03.11, within 10 business days after receiving notice that it is the apparent awardee. The written documentation shall include the following:

A. Items of Work (Complete Good Faith Efforts Documentation Form E, Part 2)

A detailed statement of the efforts made to select portions of the work proposed to be performed by certified MBE/DBE Firms in order to increase the likelihood of achieving the stated MBE/DBE Goal(s).

B. Outreach/Solicitation/Negotiation

1. The record of the bidder's/offeror's compliance with the outreach efforts prescribed by COMAR 21.11.03.09C(2)(a) through (e) and 49 C.F.R. Part 26, Appendix A. (Complete Outreach Efforts Compliance Statement)

2. A detailed statement of the efforts made to contact and negotiate with MBE/DBE Firms including:

   (a) the names, addresses, and telephone numbers of the MBE/DBE Firms who were contacted, with the dates and manner of contacts (letter, fax, email, telephone, etc.) (Complete Good Faith Efforts Form E, Part 3, and submit letters, fax cover sheets, emails, etc. documenting solicitations); and

   (b) a description of the information provided to MBE/DBE Firms regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed and the means used to provide that information.
C. Rejected MBE/DBE Firms (Complete Good Faith Efforts Form E, Part 4)

1. For each MBE/DBE Firm that the bidder/offeror concludes is not acceptable or qualified, a detailed statement of the reasons for the bidder's/offeror's conclusion, including the steps taken to verify the capabilities of the MBE/DBE and Non-MBE/DBE Firms quoting similar work.

2. For each certified MBE/DBE Firm that the bidder/offeror concludes has provided an excessive or unreasonable price, a detailed statement of the reasons for the bidder's/offeror's conclusion, including the quotes received from all MBE/DBE and Non-MBE/DBE firms bidding on the same or comparable work. (Include copies of all quotes received.)

3. A list of MBE/DBE Firms contacted but found to be unavailable. This list should be accompanied by a Minority Contractor Unavailability Certificate signed by the MBE/DBE contractor or a statement from the bidder/offeror that the MBE/DBE contractor refused to sign the Minority Contractor Unavailability Certificate.

D. Other Documentation

1. Submit any other documentation requested by the Procurement Officer to ascertain the bidder's/offeror's Good Faith Efforts.

2. Submit any other documentation the bidder/offeror believes will help the Procurement Officer ascertain its Good Faith Efforts.
**MDOT MBE/DBE FORM E**  
**GOOD FAITH EFFORTS GUIDANCE AND DOCUMENTATION**

**PART 2 – CERTIFICATION REGARDING GOOD FAITH EFFORTS DOCUMENTATION**

**PAGE __ OF ___**

<table>
<thead>
<tr>
<th>Prime Contractor</th>
<th>Project Description</th>
<th>SECTION 5 SOLICITATION NUMBER</th>
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**PARTS 3, 4, AND 5 MUST BE INCLUDED WITH THIS CERTIFICATE ALONG WITH ALL DOCUMENTS SUPPORTING YOUR WAIVER REQUEST.**

I hereby request a waiver of (1) the Minority Business Enterprise (MBE) participation goal and/or subgoal(s), (2) the Disadvantaged Business Enterprise (DBE) participation goal, or (3) a portion of the pertinent MBE/DBE participation goal and/or MBE subgoal(s) for this procurement. I affirm that I have reviewed the Good Faith Efforts Guidance MBE/DBE Form E. I further affirm under penalties of perjury that the contents of Parts 3, 4, and 5 of MDOT MBE/DBE Form E are true to the best of my knowledge, information and belief.

____________________________________  
Company Name

____________________________________  
Signature of Representative

____________________________________  
Printed Name and Title

____________________________________  
Date

____________________________________  
Address

____________________________________  
City, State and Zip Code

---

1 MBE participation goals and subgoals apply to State-funded procurements. DBE participation goals apply to federally-funded procurements. Federally-funded contracts do not have subgoals.
Identify those items of work that the bidder/offeror made available to MBE/DBE Firms. This includes, where appropriate, those items the bidder/offeror identified and determined to subdivide into economically feasible units to facilitate the MBE/DBE participation. For each item listed, show the anticipated percentage of the total contract amount. It is the bidder’s/offeror’s responsibility to demonstrate that sufficient work to meet the goal was made available to MBE/DBE Firms, and the total percentage of the items of work identified for MBE/DBE participation equals or exceeds the percentage MBE/DBE goal set for the procurement. Note: If the procurement includes a list of bid items identified during the goal setting process as possible items of work for performance by MBE/DBE Firms, the bidder/offeror should make all of those items of work available to MBE/DBE Firms or explain why that item was not made available. If the bidder/offeror selects additional items of work to make available to MBE/DBE Firms, those additional items should also be included below.

<table>
<thead>
<tr>
<th>Identified Items of Work</th>
<th>Was this work listed in the procurement?</th>
<th>Does bidder/offeror normally self-perform this work?</th>
<th>Was this work made available to MBE/DBE Firms? If no, explain why?</th>
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☐ Please check if Additional Sheets are attached.
Identify the MBE/DBE Firms solicited to provide quotes for the Identified Items of Work made available for MBE/DBE participation. Include the name of the MBE/DBE Firm solicited, items of work for which bids/quotes were solicited, date and manner of initial and follow-up solicitations, whether the MBE/DBE provided a quote, and whether the MBE/DBE is being used to meet the MBE/DBE participation goal. MBE/DBE Firms used to meet the participation goal must be included on the MBE/DBE Participation Schedule, Form B. Note: If the procurement includes a list of the MBE/DBE Firms identified during the goal setting process as potentially available to perform the items of work, the bidder/offeror should solicit all of those MBE/DBE Firms or explain why a specific MBE/DBE was not solicited. If the bidder/offeror identifies additional MBE/DBE Firms who may be available to perform Identified Items of Work, those additional MBE/DBE Firms should also be included below. Copies of all written solicitations and documentation of follow-up calls to MBE/DBE Firms must be attached to this form. If the bidder/offeror used a Non-MBE/DBE or is self-performing the identified items of work, Part 4 must be completed.

<table>
<thead>
<tr>
<th>Name of Identified MBE/DBE Firm &amp; MBE Classification</th>
<th>Describe Item of Work Solicited</th>
<th>Initial Solicitation Date &amp; Method</th>
<th>Follow-up Solicitation Date &amp; Method</th>
<th>Details for Follow-up Calls</th>
<th>Quote Rec’d</th>
<th>Quote Used</th>
<th>Reason Quote Rejected</th>
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<tr>
<td>Firm Name:</td>
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<td>Date:</td>
<td>Date:</td>
<td>Time of Call:</td>
<td>□ Yes □ No</td>
<td>□ Yes □ No</td>
<td>□ Used Other MBE/DBE</td>
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<td>□ Mail</td>
<td>□ Phone</td>
<td>Spoke With:</td>
<td>□ Yes □ No</td>
<td>□ Yes □ No</td>
<td>□ Used Non-MBE/DBE</td>
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<td>□ Facsimile</td>
<td>□ Mail</td>
<td>Left Message</td>
<td>□ Yes □ No</td>
<td>□ Yes □ No</td>
<td>□ Self-performing</td>
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<td>Name of Identified MBE/DBE Firm &amp; MBE Classification</td>
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<td>Time of Call:</td>
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<td>□ Yes □ No</td>
<td>□ Used Other MBE/DBE</td>
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<tr>
<td>MBE Classification (Check only if requesting waiver of MBE subgoal.)</td>
<td>□ Mail □ Facsimile □ Email</td>
<td>□ Phone □ Mail □ Facsimile □ Email</td>
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<td>□ Used Non-MBE/DBE</td>
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<td>□ African American-Owned</td>
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<td>□ Self-performing</td>
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<td>□ Hispanic American-Owned</td>
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<td>□ Other MBE Classification</td>
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☐ Please check if Additional Sheets are attached.
This form must be completed if Part 3 indicates that a MBE/DBE quote was rejected because the bidder/offeror is using a Non-MBE/DBE or is self-performing the Identified Items of Work. Provide the Identified Items Work, indicate whether the work will be self-performed or performed by a Non-MBE/DBE, and if applicable, state the name of the Non-MBE/DBE. Also include the names of all MBE/DBE and Non-MBE/DBE Firms that provided a quote and the amount of each quote.

<table>
<thead>
<tr>
<th>Describe Identified Items of Work Not Being Performed by MBE/DBE (Provide name)</th>
<th>Self-performing or Using Non-MBE/DBE (Provide name)</th>
<th>Amount of Non-MBE/DBE Quote</th>
<th>Name of Other Firms who Provided Quotes &amp; Whether MBE/DBE or Non-MBE/DBE</th>
<th>Amount Quoted</th>
<th>Indicate Reason Why MBE/DBE Quote Rejected &amp; Briefly Explain</th>
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<tr>
<td>□ Self-performing</td>
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<td>□ MBE/DBE □ Non-MBE/DBE</td>
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<td>□ Price □ Capabilities □ Other</td>
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<td>□ Self-performing</td>
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<td>□ MBE/DBE □ Non-MBE/DBE</td>
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<td>□ Price □ Capabilities □ Other</td>
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□ Please check if Additional Sheets are attached.
This Task Order Agreement (“TO Agreement”) is made this day of Month, 200X by and between MASTER CONTRACTOR and the STATE OF MARYLAND, SHA.

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

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
   a. “Agency” means the SHA, as identified in the CATS + TORFP # J02B3400045
   b. “CATS + TORFP” means the Task Order Request for Proposals # J02B3400045, 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 Joe Gatto. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
   e. “TO Agreement” means this signed TO Agreement between the SHA and MASTER CONTRACTOR.
   f. “TO Contractor” means the CATS+ Master Contractor awarded this TO Agreement, whose principal business address is ________________.
   g. “TO Manager” means TO Manager of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
   h. “TO Technical Proposal” means the TO Contractor’s technical response to the CATS+ TORFP dated date of TO Technical Proposal.
   i. “TO Financial Proposal” means the TO Contractor’s financial response to the CATS+ TORFP dated date of TO Financial Proposal.
   j. “TO Proposal” collectively refers to the TO Technical Proposal and TO Financial Proposal.

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 Technical Proposal
   d. Exhibit C – TO Financial Proposal
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 approximately 5 years, commencing on the date of Notice to Proceed and terminating on MONTH DAY, YEAR.

4. Consideration and Payment

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

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

TO CONTRACTOR NAME

By: Type or Print TO Contractor POC Date

Witness: ____________________

STATE OF MARYLAND, SHA

By: insert name, TO Procurement Officer Date

Witness: ____________________
ATTACHMENT 4 – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

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

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

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

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

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

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

Date:____________________ By:______________________________________

(Authorized Representative and Affiant)

SUBMIT AS A .PDF FILE WITH TO TECHNICAL PROPOSAL
ATTACHMENT 5 – LABOR CATEGORY PERSONNEL RESUME SUMMARY

INSTRUCTIONS:

1. Master Contractors must comply with all personnel requirements under the Master Contract RFP 060B2490023 and those Minimum Qualifications and/or Certifications identified in the subject TORFP.

2. Only labor categories proposed in the Master Contractors Technical proposal may be proposed under the CATS + TORFP process.

3. For each person proposed in any of the labor categories, complete one Labor Category Personnel Resume Summary to document how the proposed person meets each of the minimum requirements identified in both the Master Contract and the subject TORFP.

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

4. Each form also includes examples of duties to perform. The proposed person must be able to fulfill those duties.

5. For each subject matter expert, the State will identify the particular area of expertise and the Master Contractor shall provide proof the individual has qualifications within that area of expertise.

6. Additional information may be attached to each Labor Category Personnel Resume Summary that may assist a full and complete understanding of the individual being proposed.
Proposed Individual’s Name: ____________________

Prime or Sub Contractor Company Name (of proposed Resource): ____________________

How does the proposed individual meet each requirement?

<table>
<thead>
<tr>
<th>LABOR CATEGORY TITLE – (INSERT CATS+ LABOR CATEGORY NAME)</th>
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<tr>
<td>Education: Insert the education description from:</td>
</tr>
<tr>
<td>a. The CATS+ RFP from Section 2.10 for the applicable labor category</td>
</tr>
<tr>
<td>b. The minimum qualifications and required certifications in Section 2.11 of this TORFP</td>
</tr>
<tr>
<td>Experience: Insert the experience description from:</td>
</tr>
<tr>
<td>a. The CATS+ RFP from Section 2.10 for the applicable labor category</td>
</tr>
<tr>
<td>b. The minimum qualifications and required certifications in Section 2.11 of this TORFP</td>
</tr>
<tr>
<td>Provide dates in the form of MM/YYYY to MM/YYYY (Must include dates from and to.)</td>
</tr>
<tr>
<td>Duties: (Insert the duties description from the CATS + RFP from section 2.10 for the applicable labor category.)</td>
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<tr>
<td>Additional Minimum Qualifications: (Must include dates from and to. Must specify a response for each item. If the proposed personnel does not meet the requirement or have the specified experience, you must specify the word “NONE” across from the description. All items must be addressed with a response or the word “NONE”. If an item is not addressed the proposed personnel will be disqualified)</td>
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</table>

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

Contractor’s Contract Administrator:

Signature ____________________ Date ____________________

Proposed Individual:

Signature ____________________ Date ____________________

SUBMIT WITH TO TECHNICAL PROPOSAL; SIGNATURE REQUIRED AT THE TIME OF THE INTERVIEW
TO Contractor Name
TO Contractor Mailing Address

Re: CATS + TO Project Number (TORFP#):

Dear [TO Contractor Contract]:
This letter is your official Notice to Proceed as of [Month Day, Year], for the above-referenced Task Order Agreement. Mr. / Ms. [Name] of [Agency Name] will serve as the TO Manager and your contract person on this Task Order. He / She can be reached at telephone [Telephone Number].

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

Sincerely,

[TO Procurement Officer]
Task Order Procurement Officer
Enclosed (2)
Cc: TO Manager
Procurement Liaison Office, Department of Information Technology
Project Management Office, Department of Information Technology
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 + TORFP # J02B3400045 for SHA IT Systems, Operations, Maintenance & Support. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to _____________________. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as “Confidential Information”. As a condition for its receipt and access to the Confidential Information referenced above, OFFEROR agrees as follows:

1. OFFEROR will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received, except in connection with the preparation of its TO Proposal.

2. Each employee or agent of the OFFEROR who receives or has access to the Confidential Information shall execute a copy of this Agreement and the OFFEROR shall provide originals of such executed Agreements to the State. Each employee or agent of the OFFEROR who signs this Agreement shall be subject to the same terms, conditions, requirements and liabilities set forth herein that are applicable to the OFFEROR.

3. OFFEROR shall return the Confidential Information to the State within five business days of the State’s Notice of recommended award. If the OFFEROR does not submit a Proposal, the OFFEROR shall return the Confidential Information to Joe Gatto, SHA on or before the due date for Proposals.

4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State’s rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR’S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.

5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys’ fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.

6. This Agreement shall be governed by the laws of the State of Maryland.

7. OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than $20,000 and/or imprisonment not exceeding 5 years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.

8. The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

OFFEROR: ___________________________ BY: _________________________________

NAME: __________________________________ TITLE: _________________________________

ADDRESS: __________________________________

SUBMIT AS REQUIRED IN THE TORFP
THIS NON-DISCLOSURE AGREEMENT ("Agreement") is made as of this ___ day of _____________, 20__, by and between the State of Maryland ("the State"), acting by and through its SHA (the "Department"), and ____________________ ("TO Contractor"), a corporation with its principal business office located at _______________________________ and its principal office in Maryland located at ________________________________.

RECITALS

WHEREAS, the TO Contractor has been awarded a Task Order Agreement (the "TO Agreement") for SHA Internet and Intranet Web Site Systems Operations, Maintenance and Support TORFP No. J02B3400045 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.

Contractor/Contractor’s Personnel: SHA:

| Name:__________________________ | Name:__________________________ |
| Title:_________________________ | Title:_________________________ |
| Date:_________________________ | Date:_________________________ |

Submit as required in the TORFP
EXHIBIT A FOR NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

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

<table>
<thead>
<tr>
<th>Printed Name and Address of Employee or Agent</th>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
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</tbody>
</table>
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 contactoversight@doit.state.md.us with the TO number in the subject line.

<table>
<thead>
<tr>
<th>Master Contractor:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Master Contractor Contact / Phone:</td>
<td></td>
</tr>
<tr>
<td>Procuring State Agency Name:</td>
<td></td>
</tr>
<tr>
<td>TO Title:</td>
<td></td>
</tr>
<tr>
<td>TO Number:</td>
<td></td>
</tr>
<tr>
<td>TO Type (Fixed Price, T&amp;M, or Both):</td>
<td></td>
</tr>
<tr>
<td>Checklist Issue Date:</td>
<td></td>
</tr>
<tr>
<td>Checklist Due Date:</td>
<td></td>
</tr>
</tbody>
</table>

Section 1 – Task Orders with Invoices Linked to Deliverables

A) Was the original TORFP (Task Order Request for Proposals) structured to link invoice payments to distinct deliverables with specific acceptance criteria?
Yes □ No □ (If no, skip to Section 2.)

B) Do TO invoices match corresponding deliverable prices shown in the accepted Financial Proposal?
Yes □ No □ (If no, explain why) _____

C) Is the deliverable acceptance process being adhered to as defined in the TORFP?
Yes □ No □ (If no, explain why) _____

Section 2 – Task Orders with Invoices Linked to Time, Labor Rates and Materials

A) If the TO involves material costs, are material costs passed to the agency without markup by the Master Contractor?
Yes □ No □ (If no, explain why) _____

B) Are labor rates the same or less than the rates proposed in the accepted Financial Proposal?
Yes □ No □ (If no, explain why) _____

C) Is the Master Contractor providing timesheets or other appropriate documentation to support invoices?
Yes □ No □ (If no, explain why) _____

Section 3 – Substitution of Personnel

A) Has there been any substitution of personnel?
Yes □ No □ (If no, skip to Section 4.)

B) Did the Master Contractor request each personnel substitution in writing?
Yes □ No □ (If no, explain why) _____

C) Does each accepted substitution possess equivalent or better education, experience and qualifications than incumbent personnel?
Yes □ No □ (If no, explain why) _____

D) Was the substitute approved by the agency in writing?
Yes □ No □ (If no, explain why) _____

Section 4 – MBE Participation

65
| 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 ÷ 10,000 = 0.30)) |
| D) Is this consistent with the planned MBE percentage at this stage of the project? |
| Yes ☐ No ☐ (If no, explain why) _____ |
| E) Has the Master Contractor expressed difficulty with meeting the MBE goal? |
| Yes ☐ No ☐ (If yes, explain the circumstances and any planned corrective actions) |

### Section 5 – TO Change Management

| A) Is there a written change management procedure applicable to this TO? |
| Yes ☐ No ☐ (If no, explain why) _____ |
| B) Does the change management procedure include the following? |
| Yes ☐ No ☐ Sections for change description, justification, and sign-off |
| Yes ☐ No ☐ Sections for impact on cost, scope, schedule, risk and quality (i.e., the impact of change on satisfying TO requirements) |
| Yes ☐ No ☐ A formal group charged with reviewing/approving/declining changes (e.g., change control board, steering committee, or management team) |
| C) Have any change orders been executed? |
| Yes ☐ No ☐ (If yes, explain expected or actual impact on TO cost, scope, schedule, risk and quality) |
| D) Is the change management procedure being followed? |
| Yes ☐ No ☐ (If no, explain why) _____ |
ATTACHMENT 10 – LIVING WAGE AFFIDAVIT OF AGREEMENT

Contract No. _____________________________________________________________
Name of Contractor _______________________________________________________
Address ___________________________________________________________________
City_________________________________ State________ Zip Code_______________

If the Contract is Exempt from the Living Wage Law

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

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

If the Contract is a Living Wage Contract

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

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

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

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

Name of Authorized Representative: ________________________________________________
Signature of Authorized Representative: _____________________________________________
Date: _____________ Title: ________________________________________________________
Witness Name (Typed or Printed): ________________________________________________
Witness Signature & Date: ________________________________________________________
<table>
<thead>
<tr>
<th>DEPENDABILITY</th>
<th>Far Exceeds</th>
<th>Exceeds</th>
<th>Meets</th>
<th>Below</th>
<th>Far Below</th>
<th>Raw Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lateness, Punctuality</td>
<td>5</td>
<td>3</td>
<td>2</td>
<td>1</td>
<td>+</td>
<td></td>
</tr>
<tr>
<td>Compliance with TO Manager’s Requirements for</td>
<td>5</td>
<td>3</td>
<td>2</td>
<td>1</td>
<td>+</td>
<td></td>
</tr>
<tr>
<td>Pre-Approval of Leave</td>
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<td></td>
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<tr>
<td>Total Raw Score</td>
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<td>6 - 5</td>
<td>4 - 3</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rating for Dependability</td>
<td>Far Exceeds</td>
<td>Exceeds</td>
<td>Meets</td>
<td>Below</td>
<td>Far Below</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>INITIATIVE</th>
<th>Far Exceeds</th>
<th>Exceeds</th>
<th>Meets</th>
<th>Below</th>
<th>Far Below</th>
<th>Raw Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contribution</td>
<td>5</td>
<td>4</td>
<td>3</td>
<td>2</td>
<td>1</td>
<td>+</td>
</tr>
<tr>
<td>Advancement in the field</td>
<td>5</td>
<td>4</td>
<td>3</td>
<td>2</td>
<td>1</td>
<td>+</td>
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<tr>
<td>Total Raw Score</td>
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<td>8 - 7</td>
<td>6 - 5</td>
<td>4 - 3</td>
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<tr>
<td>Rating for Initiative</td>
<td>Far Exceeds</td>
<td>Exceeds</td>
<td>Meets</td>
<td>Below</td>
<td>Far Below</td>
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<table>
<thead>
<tr>
<th>INTERPERSONAL RELATIONSHIPS</th>
<th>Far Exceeds</th>
<th>Exceeds</th>
<th>Meets</th>
<th>Below</th>
<th>Far Below</th>
<th>Raw Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Customer Service</td>
<td>5</td>
<td>4</td>
<td>3</td>
<td>2</td>
<td>1</td>
<td>+</td>
</tr>
<tr>
<td>Communication</td>
<td>5</td>
<td>4</td>
<td>3</td>
<td>2</td>
<td>1</td>
<td>+</td>
</tr>
<tr>
<td>Cooperation</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tact</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Adaptability to Change</td>
<td>5</td>
<td>4</td>
<td>3</td>
<td>2</td>
<td>1</td>
<td>+</td>
</tr>
<tr>
<td>Total Raw Score</td>
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<td>19 - 17</td>
<td>16 - 13</td>
<td>12 - 8</td>
<td>7 - 5</td>
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<tr>
<td>Rating for Interpersonal Relationships</td>
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<td>Exceeds</td>
<td>Meets</td>
<td>Below</td>
<td>Far Below</td>
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<table>
<thead>
<tr>
<th>WORK HABITS</th>
<th>Far Exceeds</th>
<th>Exceeds</th>
<th>Meets</th>
<th>Below</th>
<th>Far Below</th>
<th>Raw Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Meeting Target &amp; Timetables</td>
<td>5</td>
<td>4</td>
<td>3</td>
<td>2</td>
<td>1</td>
<td>+</td>
</tr>
<tr>
<td>Communication with TO Manager</td>
<td>5</td>
<td>4</td>
<td>3</td>
<td>2</td>
<td>1</td>
<td>+</td>
</tr>
<tr>
<td>Use of Time</td>
<td>5</td>
<td>4</td>
<td>3</td>
<td>2</td>
<td>1</td>
<td>+</td>
</tr>
<tr>
<td>Organization of Work Environment</td>
<td>5</td>
<td>3</td>
<td>2</td>
<td>1</td>
<td></td>
<td>+</td>
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<td>17 - 14</td>
<td>13 - 10</td>
<td>9 - 6</td>
<td>5 - 4</td>
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<tr>
<td>Rating for Work Habits</td>
<td>Far Exceeds</td>
<td>Exceeds</td>
<td>Meets</td>
<td>Below</td>
<td>Far Below</td>
<td></td>
</tr>
</tbody>
</table>

CATS + TORFP Template for O & M, Final 12/2/13
### JOB KNOWLEDGE

<table>
<thead>
<tr>
<th>Category</th>
<th>Far Exceeds</th>
<th>Exceeds</th>
<th>Meets</th>
<th>Below</th>
<th>Far Below</th>
<th>Raw Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Policies, Procedures, Practices</td>
<td>5</td>
<td>4</td>
<td>3</td>
<td>2</td>
<td>1</td>
<td>+</td>
</tr>
<tr>
<td>Organizational Skills</td>
<td>5</td>
<td>4</td>
<td>3</td>
<td>2</td>
<td>1</td>
<td>+</td>
</tr>
<tr>
<td>Equipment / Technology</td>
<td>5</td>
<td>4</td>
<td>3</td>
<td>2</td>
<td>1</td>
<td>+</td>
</tr>
<tr>
<td>Terminology</td>
<td>5</td>
<td>4</td>
<td>3</td>
<td>2</td>
<td>1</td>
<td>+</td>
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</table>

Total Raw Score

<table>
<thead>
<tr>
<th>Rating for Job Knowledge</th>
<th>Far Exceeds</th>
<th>Exceeds</th>
<th>Meets</th>
<th>Below</th>
<th>Far Below</th>
</tr>
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</table>

### JOB QUALITY

<table>
<thead>
<tr>
<th>Category</th>
<th>Far Exceeds</th>
<th>Exceeds</th>
<th>Meets</th>
<th>Below</th>
<th>Far Below</th>
<th>Raw Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Timely Completion of Assignments</td>
<td>5</td>
<td>4</td>
<td>3</td>
<td>2</td>
<td>1</td>
<td>+</td>
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<tr>
<td>Problem Solving</td>
<td>5</td>
<td>4</td>
<td>3</td>
<td>2</td>
<td>1</td>
<td>+</td>
</tr>
<tr>
<td>Accuracy</td>
<td>5</td>
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<td>2</td>
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<td>+</td>
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<td>Work Process / Product / Services</td>
<td>5</td>
<td>4</td>
<td>3</td>
<td>2</td>
<td>1</td>
<td>+</td>
</tr>
<tr>
<td>Working Under Pressure</td>
<td>5</td>
<td>4</td>
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<td>2</td>
<td>1</td>
<td>+</td>
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</tbody>
</table>

Total Raw Score

<table>
<thead>
<tr>
<th>Rating for Job Quality</th>
<th>Far Exceeds</th>
<th>Exceeds</th>
<th>Meets</th>
<th>Below</th>
<th>Far Below</th>
</tr>
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</table>

### JOB QUANTITY

<table>
<thead>
<tr>
<th>Category</th>
<th>Far Exceeds</th>
<th>Exceeds</th>
<th>Meets</th>
<th>Below</th>
<th>Far Below</th>
<th>Raw Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Volume of Work</td>
<td>5</td>
<td>4</td>
<td>3</td>
<td>2</td>
<td>1</td>
<td>+</td>
</tr>
</tbody>
</table>

Total Raw Score

<table>
<thead>
<tr>
<th>Rating for Job Quantity</th>
<th>Far Exceeds</th>
<th>Exceeds</th>
<th>Meets</th>
<th>Below</th>
<th>Far Below</th>
</tr>
</thead>
<tbody>
<tr>
<td>DEPENDABILITY</td>
<td>Evaluation</td>
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<td></td>
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<tr>
<td>---------------------------------------------------</td>
<td>-----------------------------------------------------------------------------</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Far Exceeds Standards</td>
<td>Exceeds Standards</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Meets Standards</td>
<td>Below Standards</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Far Below Standards</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lateness, Punctuality</td>
<td>No lateness, always punctual</td>
<td>Consistently punctual, an occasional lateness with no impact upon operations</td>
<td>Inconsistent in punctuality, or latenesses have impact upon operations</td>
<td>Frequently not punctual, or latenesses have adverse impact upon operations</td>
<td></td>
</tr>
<tr>
<td>Compliance with TO Manager’s Requirements for Pre-Approval of Leave</td>
<td>Always complies with TO Manager’s requirements for pre-approval of leave</td>
<td>Usually complies with TO Manager’s requirements</td>
<td>Inconsistent in compliance with requirements; minor violations of requirements</td>
<td>Frequently does not comply with requirements; several minor violations or a major infraction of requirements</td>
<td></td>
</tr>
<tr>
<td>INITIATIVE</td>
<td>Evaluation</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>---------------------------</td>
<td>-----------------------------------------------------------------------------</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Far Exceeds Standards</td>
<td>Exceeds Standards</td>
<td>Meets Standards</td>
<td>Below Standards</td>
<td>Far Below Standards</td>
</tr>
<tr>
<td>Contribution</td>
<td>Always participates in problem solving and/or making operational improvements; contributes constructive ideas and suggestions that have major impact</td>
<td>Consistently participates in problem solving and/or making operational improvements; contributes constructive ideas and suggestions that are implemented</td>
<td>Frequently participates in problem solving and/or making operational improvements; contributes ideas and suggestions</td>
<td>Occasionally participates in problem solving and/or making operational improvements; rarely contributes ideas and suggestions</td>
<td>Rarely participates in problem solving and/or making operational improvements; never contributes ideas and suggestions</td>
</tr>
<tr>
<td>Advancement in the Field</td>
<td>Has applied concepts learned in training to improve operations of the organization/unit</td>
<td>Anticipates new technology or processes and plans training to improve knowledge and skills</td>
<td>Pursues training to maintain current certifications in technology or processes</td>
<td>Does not pursue training or learning new technology or processes but accepts training if assigned</td>
<td>Declines offers for training or to learn new technology or processes</td>
</tr>
<tr>
<td>INTERPERSONAL RELATIONSHIPS</td>
<td>Far Exceeds Standards</td>
<td>Exceeds Standards</td>
<td>Meets Standards</td>
<td>Below Standards</td>
<td>Far Below Standards</td>
</tr>
<tr>
<td>-----------------------------</td>
<td>-----------------------</td>
<td>-------------------</td>
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<td>-------------------</td>
</tr>
<tr>
<td><strong>Customer Service</strong></td>
<td>Consistently goes beyond the requirements to ensure that customer needs are met; consistently anticipates service needs of customers; consistently provides additional information or aid without request</td>
<td>Frequently goes beyond the requirements to ensure that customer needs are met; frequently anticipates service needs of customers; frequently provides additional information or aid without request</td>
<td>Always courteous and congenial with external and internal customers; provides requested assistance and information to others in a prompt and courteous manner</td>
<td>Marginally courteous; provides requested assistance and information to others in a less than prompt or courteous manner</td>
<td>Occasionally discourteous; occasionally does not provide assistance and information to others in a prompt or courteous manner</td>
</tr>
<tr>
<td><strong>Communication</strong></td>
<td>Facilitates clear and effective communication among involved parties; accurately interprets and transmits communications</td>
<td>Communicates clearly and concisely with a high degree of accuracy</td>
<td>Communicates openly; participates in team discussions</td>
<td>Rarely communicates openly; rarely participates in team discussion</td>
<td>Communicates ineffectively and unclearly</td>
</tr>
<tr>
<td><strong>Cooperation</strong></td>
<td>Actively cooperates with others to achieve goals of the organization; readily accepts direction from supervisors; supports team leader; develops and maintains cooperative working relationships with team and with others inside and outside the work unit</td>
<td>Reluctantly cooperates with others to achieve goals of the organization; reluctantly accepts direction from supervisors; minimally supports team leader; rarely develops and maintains cooperative working relationships with team or with others inside and outside the work unit</td>
<td>Uncooperative with others to achieve goals of the organization; resistant to direction from supervisors; rarely supports team leader; seldom develops and maintains cooperative working relationships with team or with others inside and outside the work unit</td>
<td></td>
<td></td>
</tr>
<tr>
<td>INTERPERSONAL RELATIONSHIPS (Continued)</td>
<td>Evaluation</td>
<td></td>
<td></td>
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<tr>
<td>----------------------------------------</td>
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</tr>
<tr>
<td></td>
<td>Far Exceeds Standards</td>
<td>Exceeds Standards</td>
<td>Meets Standards</td>
<td>Below Standards</td>
<td>Far Below Standards</td>
</tr>
<tr>
<td></td>
<td>Consistently polite, respectful of others; considers the viewpoints of others; has a positive effect on people</td>
<td>Marginally polite and respectful; reluctantly considers the viewpoint of others</td>
<td>Rude and disrespectful; infrequently considers viewpoint of others; has a negative effect on people</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tact</td>
<td>Present positive outlook on changes and adjustments to work assignments or procedures; always includes suggestions or solutions as part of constructive criticism; motivation and productivity unaffected by unanticipated changes</td>
<td>Readily accepts change and adjustments to work assignments or procedures; usually makes suggestions or solutions as part of constructive criticism; motivation and productivity minimally affected by unanticipated changes</td>
<td>Accepts changes and adjustments to work assignments or procedures; criticizes constructively; cooperative in dealing with unanticipated changes</td>
<td>Does not easily accept changes and adjustments to work assignments or procedures; criticism not always constructive; not generally cooperative in dealing with unanticipated changes</td>
<td>Resistant to changes and adjustments to work; criticisms are not warranted; uncooperative in dealing with unanticipated changes</td>
</tr>
<tr>
<td>Adaptability To Change</td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

**Tact**
- Consistently polite, respectful of others; considers the viewpoints of others; has a positive effect on people
- Marginally polite and respectful; reluctantly considers the viewpoint of others
- Rude and disrespectful; infrequently considers viewpoint of others; has a negative effect on people

**Adaptability To Change**
- Present positive outlook on changes and adjustments to work assignments or procedures; always includes suggestions or solutions as part of constructive criticism; motivation and productivity unaffected by unanticipated changes
- Readily accepts change and adjustments to work assignments or procedures; usually makes suggestions or solutions as part of constructive criticism; motivation and productivity minimally affected by unanticipated changes
- Accepts changes and adjustments to work assignments or procedures; criticizes constructively; cooperative in dealing with unanticipated changes
- Does not easily accept changes and adjustments to work assignments or procedures; criticism not always constructive; not generally cooperative in dealing with unanticipated changes
- Resistant to changes and adjustments to work; criticisms are not warranted; uncooperative in dealing with unanticipated changes
<table>
<thead>
<tr>
<th>WORK HABITS</th>
<th>Evaluation</th>
</tr>
</thead>
</table>
| **Meeting Targets & Timetables**| Far Exceeds Standards: Performs at levels better than targets; early with timetables and deadlines; always prompt and prepared for meetings and other scheduled events.  
Exceeds Standards: Always meets targets, timetables and deadlines; consistently prompt and prepared for meetings and other scheduled events.  
Meets Standards: Consistently meets targets, timetables and deadlines; consistently prompt and prepared for meetings and other scheduled events.  
Below Standards: Inconsistent in meeting targets, timetables or deadlines; inconsistent in promptness or preparation for meetings or other scheduled events.  
Far Below Standards: Frequently does not meet targets, timetables, or deadlines; frequently lacks promptness or preparation for meetings or other scheduled events. |
| **Communication with TO Manager**| Anticipates developments or delays making appropriate adjustments; works independently with little or no supervision.  
Always keeps TO Manager informed of key developments; responds quickly and appropriately to unanticipated delays or developments; works independently with minimal supervision.  
Consistently keeps TO Manager informed of key developments and/or delays; responds to routine developments appropriately; works with general supervision.  
Inconsistent in keeping TO Manager informed of delays or developments; some routine developments require supervisory guidance; requires close supervision.  
Frequently does not keep TO Manager informed of developments or delays; routine developments often require supervisory guidance; requires constant supervision. |
| **Use of Time**                  | Completes all regular assigned work plus additional assignments; plans productive activities in advance to fill any idle time.  
Usually completes additional assigned work and completes all regularly assigned duties; finds productive activities to fill any idle time.  
Completes all assigned work in time allocated; use of idle time does not interfere with work of others.  
Inconsistent in completing assigned work in time allocated; seldom completes additional tasks.  
Frequently does not perform regularly assigned work in time allocated; use of idle time negatively impacts work. |
| **Organization of Work Environment** | Always maintains clean, organized work environment; always practices, maintains and promotes safe work habits; always properly maintains and cares for equipment.  
Consistently maintains clean, organized work environment; consistently practices and maintains safe work habits; consistently maintains and cares for equipment properly.  
Inconsistent in maintaining clean, organized work environment; inconsistent in practicing or maintaining safe work habits; inconsistent in properly maintaining or caring for equipment.  
Frequently does not maintain clean, organized work environment; frequently does not practice safe work habits; frequently does not properly maintain or care for equipment. |
<table>
<thead>
<tr>
<th>JOB KNOWLEDGE</th>
<th>Evaluation</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Far Exceeds Standards</td>
</tr>
<tr>
<td>Policies/ Procedures/ Practices</td>
<td>Appropriately uses and interprets correct policies, procedures, and practices and frequently makes recommendations to improve them</td>
</tr>
<tr>
<td>Organizational Skills</td>
<td>Systematically and innovatively manages activities, information and resources and makes recommendations for improvement</td>
</tr>
<tr>
<td>Equipment/ Technology</td>
<td>Develops and uses innovative applications of equipment/technology</td>
</tr>
<tr>
<td>Terminology</td>
<td>Appropriately uses and clearly explains terminology of the administration and unit; keeps abreast of new concepts and terminology</td>
</tr>
<tr>
<td>JOB QUALITY</td>
<td>Evaluation</td>
</tr>
<tr>
<td>-----------------------------</td>
<td>------------------------------------------------------------------------------</td>
</tr>
<tr>
<td><strong>Completion of Assignments</strong></td>
<td>Far Exceeds Standards: Works independently with broad direction and little or no follow up; self-motivated to complete assignments.</td>
</tr>
<tr>
<td></td>
<td>Exceeds Standards: Independently completes assignments with minimal direction and follow up.</td>
</tr>
<tr>
<td></td>
<td>Meets Standards: Independently completes assignments with routine supervision.</td>
</tr>
<tr>
<td></td>
<td>Below Standards: Occasionally unable to complete assignments independently; requires frequent supervision and follow up.</td>
</tr>
<tr>
<td></td>
<td>Far Below Standards: Requires direct supervision while performing all aspects of routine assignments.</td>
</tr>
<tr>
<td><strong>Problem Solving</strong></td>
<td>Far Exceeds Standards: Anticipates potential problems and acts accordingly; makes an effort to prevent recurring problems.</td>
</tr>
<tr>
<td></td>
<td>Exceeds Standards: Recognizes and analyzes complex problems and takes appropriate action or recommends effective, creative solutions.</td>
</tr>
<tr>
<td></td>
<td>Meets Standards: Recognizes and analyzes routine problems and takes appropriate action.</td>
</tr>
<tr>
<td></td>
<td>Below Standards: Occasionally recognizes problems; experiences some difficulty with analysis; requires some assistance to develop workable solutions.</td>
</tr>
<tr>
<td></td>
<td>Far Below Standards: Rarely recognizes problems; experiences extreme difficulty with analysis; recommends ineffective solutions or unable to recommend solutions.</td>
</tr>
<tr>
<td><strong>Accuracy</strong></td>
<td>Far Exceeds Standards: Work performed at the highest level of accuracy; errors usually minor in nature.</td>
</tr>
<tr>
<td></td>
<td>Exceeds Standards: Work performed at a high level of accuracy; errors usually minor in nature.</td>
</tr>
<tr>
<td></td>
<td>Meets Standards: Work performed at an acceptable level of accuracy.</td>
</tr>
<tr>
<td></td>
<td>Below Standards: Work performed occasionally at an unacceptable level of accuracy; frequent errors.</td>
</tr>
<tr>
<td></td>
<td>Far Below Standards: Work performed with frequent and recurrent errors in routine assignments.</td>
</tr>
<tr>
<td><strong>Work Process/Product/Services</strong></td>
<td>Far Exceeds Standards: Develops highest quality work product or demonstrates highest quality of services.</td>
</tr>
<tr>
<td></td>
<td>Exceeds Standards: Thoroughly researches, analyzes, and prepares high quality work product or provides high quality services.</td>
</tr>
<tr>
<td></td>
<td>Meets Standards: Thoroughly researches and efficiently prepares product at acceptable standards or provides services at acceptable standards.</td>
</tr>
<tr>
<td></td>
<td>Below Standards: Has difficulty with work process/product/services; occasionally unable to meet an acceptable standard of quality.</td>
</tr>
<tr>
<td></td>
<td>Far Below Standards: Rarely meets acceptable standards of quality.</td>
</tr>
<tr>
<td><strong>Working Under Pressure</strong></td>
<td>Far Exceeds Standards: Efficiently and effectively performs all assignments regardless of distractions or pressure situations.</td>
</tr>
<tr>
<td></td>
<td>Exceeds Standards: Frequently handles difficult pressure situations and distractions without affecting performance; reprioritizes workload as needed.</td>
</tr>
<tr>
<td></td>
<td>Meets Standards: Appropriately handles routine pressure situations and distractions of the job while maintaining normal workload.</td>
</tr>
<tr>
<td></td>
<td>Below Standards: Low tolerance to some pressure situations or distractions which hinder job performance.</td>
</tr>
<tr>
<td></td>
<td>Far Below Standards: Rarely able to work under pressure situations or handle distractions.</td>
</tr>
<tr>
<td>JOB QUANTITY</td>
<td>Far Exceeds Standards</td>
</tr>
<tr>
<td>--------------</td>
<td>-----------------------</td>
</tr>
<tr>
<td>Volume of Work</td>
<td>Always produces more than required</td>
</tr>
</tbody>
</table>
ATTACHMENT 12 – SAMPLE STATUS REPORT
SHA IT Systems, Operations, Maintenance and Support Task Order

<table>
<thead>
<tr>
<th>Week Ending:</th>
<th>Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Report Prepared by:</td>
<td>Task Number:</td>
</tr>
<tr>
<td>TO Contractor:</td>
<td></td>
</tr>
</tbody>
</table>

**Task Name:** SHA IT Systems, Operations, Maintenance and Support Task Order

<table>
<thead>
<tr>
<th>Name</th>
<th>Labor Category</th>
<th>Hours Expended for the Week</th>
<th>Cumulative Hours Expended</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

**ACTIVITIES COMPLETED:**

**Resource 1 Name:**

*Project 1 or Task 1:*
- Subtasks of project or task.

*Project 2 or Task 2:*
- Subtasks of project or task.

**Resource 2 Name:**

*Project 1 or Task 1:*
- Subtasks of project or task.

*Project 2 or Task 2:*
- Subtasks of project or task.

**ACTIVITIES IN PROGRESS:**

**Resource 1 Name:**
- Activity

**Resource 2 Name:**
- Activity

**NEXT WEEK’S PLANNED ACTIVITIES:**

**Resource 1 Name:**
- Activity

**Resource 2 Name:**
- Activity

**ACTIVITIES ON HOLD/ISSUES:**

**Resource 1 Name:**
- Activity / Issue
Resource 2 Name:

- Activity / Issue

### ACTIVITIES REQUIRING OVERTIME AND TIME USED:

<table>
<thead>
<tr>
<th>Resource</th>
<th>Date</th>
<th>Hours</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

### ACTION ITEMS:

<table>
<thead>
<tr>
<th>Resource</th>
<th>Item</th>
<th>Status</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
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</tr>
</tbody>
</table>

ATTACHMENT 13 - CERTIFICATION REGARDING INVESTMENTS IN IRAN


List: The Investment Activities in Iran list identifies companies that the Board of Public Works has found to engage in investment activities in Iran; those companies may not participate in procurements with a public body in the State. “Engaging in investment activities in Iran” means: Providing goods or services of at least $20 million in the energy sector of Iran; or For financial institutions, extending credit of at least $20 million to another person for at least 45 days if the person is on the Investment Activities In Iran list and will use the credit to provide goods or services in the energy of Iran.

The Investment Activities in Iran list is located at: www.bpw.state.md.us

Rule: A company listed on the Investment Activities In Iran list is ineligible to bid on, submit a proposal for, or renew a contract for goods and services with a State Agency or any public body of the State. Also ineligible are any parent, successor, subunit, direct or indirect subsidiary of, or any entity under common ownership or control of, any listed company.

NOTE: This law applies only to new contracts and to contract renewals. The law does not require an Agency to terminate an existing contract with a listed company.

CERTIFICATION REGARDING INVESTMENTS IN IRAN

The undersigned certifies that, in accordance with State Finance & Procurement Article, §17-705:

(i) it is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in §17-702 of State Finance & Procurement; and
(ii) it is not engaging in investment activities in Iran as described in State Finance & Procurement Article, §17-702.

The undersigned is unable make the above certification regarding its investment activities in Iran due to the following activities:

Name of Authorized Representative: ________________________________________________
Signature of Authorized Representative: ______________________________________________
Date: _____________ Title: _______________________________________________________
Witness Name (Typed or Printed): ________________________________________________
Witness Signature and Date: ________________________________________________________

CATS + TORFP Template for O & M, Final 12/2/13
ATTACHMENT 14 – CRIMINAL BACKGROUND CHECK AFFIDAVIT

AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the _________(Title)________________ and the duly authorized representative of ___(TO 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 ____(TO Contractor)________ has complied with Section 2.4, Security Requirements of the Department of Information Technology’s Consulting Technical Services Master Contract Number 060B2490023 (CATS+) hereto as Exhibit A.

B. I hereby affirm that the ____(TO 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 2.13 of this TORFP. 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
This Work Order is issued under the provisions of a XXX contract. The services authorized are within the scope of services set forth in the Purpose of the work order.

<table>
<thead>
<tr>
<th>Purpose</th>
</tr>
</thead>
</table>

Statement of Work

Requirements:

Deliverable(s), Acceptance Criteria and Due Date(s):

Deliverables are subject to review and approval by **AGENCY** prior to payment.

(Attach additional sheets if necessary)

<table>
<thead>
<tr>
<th>Start Date</th>
<th>End Date</th>
</tr>
</thead>
</table>

Cost

<table>
<thead>
<tr>
<th>Description for Task / Deliverables</th>
<th>Quantity (if applicable)</th>
<th>Labor Hours (Hrs.)</th>
<th>Labor Rate</th>
<th>Estimate Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
<td>$</td>
<td>$</td>
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<tr>
<td>2.</td>
<td></td>
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<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

*Include WBS, schedule and response to requirements.

**AGENCY** shall pay an amount not to exceed $[

Contractor

<table>
<thead>
<tr>
<th>(Signature)</th>
<th>Contractor Authorized Representative (Date)</th>
</tr>
</thead>
<tbody>
<tr>
<td>POC</td>
<td>(Print Name)</td>
</tr>
<tr>
<td>Telephone No.</td>
<td></td>
</tr>
<tr>
<td>Email:</td>
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</table>

Agency Approval

<table>
<thead>
<tr>
<th>(Signature)</th>
<th>TO Manager (Date)</th>
</tr>
</thead>
<tbody>
<tr>
<td>TO Manager</td>
<td>(Print Name)</td>
</tr>
<tr>
<td>Telephone No.</td>
<td></td>
</tr>
<tr>
<td>Email:</td>
<td></td>
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</tbody>
</table>