



**Consulting and Technical Services Plus (CATS+)
TASK ORDER REQUEST FOR PROPOSALS (TORFP)
SHA WEB SUPPORT SERVICES
CATS+ TORFP #J02B3400051**

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

ISSUE DATE: OCTOBER 22, 2013

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KEY INFORMATION SUMMARY SHEET

This CATS+ TORFP J02B3400051 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 and subsequent Master Contract Project Number 060B2490023, including any amendments.

TORFP Title:	State Highway Administration (SHA) Web Support Services
Functional Area:	Functional Area #2 – Web and Internet Systems
TO Project Number:	J02B3400051
TORFP Issue Date:	October 22, 2013 at 2:00 p.m. Local Time
Questions Due Date	November 1, 2013 at 2:00 p.m. Local Time
Closing Date and Time:	November 13, 2013 at 2:00 p.m. Local Time
TORFP Issuing Agency:	Maryland Department of Transportation (MDOT) State Highway Administration (SHA) Office of Information Technology (OIT)
Send Questions and Proposals to:	TO Procurement Officer – Joseph Palechek Email Address: jpalechek@mdot.state.md.us
TO Procurement Officer:	Joseph Palechek Office of Procurement Office Phone: (410) 865-1129 Office Fax: (410) 865-1388
TO Manager:	Roger Beardsley Office Phone: (410) 545-8918 Email Address: rbeardsley@sha.state.md.us
TO Type:	Time and Material
Period of Performance:	Five (5) Years
MBE Goal:	25%
Small Business Reserve (SBR):	Yes
Primary Place of Performance:	SHA Headquarters, Office of Information Technology 707 N. Calvert St., Baltimore, MD 21202 NOTE: The State may request resources to attend meetings or perform short term assignments at any location within the State of Maryland.
TO Pre-proposal Conference:	A Pre-Proposal Conference will not be held.

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(s), achieving on budget/on time/on target (e.g., within scope) completion of the Scope of Work.

1.2 TO AGREEMENT

Based upon an evaluation of TO Proposal responses, Master Contractor(s) 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(s), which will bind the selected Master Contractor(s) (TO Contractor(s)) to the contents of its TO Proposal, including the price proposal.

1.3 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the date and exact time stated in the Key Information Summary Sheet above. The date and time of submission is determined by the date and time of arrival in the TO Procurement Officer's e-mail box. The TO Proposal is to be submitted via e-mail as two attachments in MS Word format (version 2007 or older). Please note that the MDOT 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 J02B3400051. The first file will be the TO Technical Proposal technical for this TORFP titled, "CATS+ J02B3400051 Technical". The second file will be the TO Financial Proposal for this CATS+ TORFP titled, "CATS+ J02B3400051 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 11 – Knowledge Skills and Abilities Traceability Matrix for Proposed Resources
- Attachment 13 – Iranian Non-Investment Certification
- Attachment 14 – Living Wage Affidavit of Agreement
- Certifications (If applicable)

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

1.4 ORAL INTERVIEWS

All Master Contractors proposed staff will be required to participate in an interview with State representatives. The Procurement Officer will notify Master Contractor of the time and place of oral interviews. All interviews must be conducted in person. There shall be a block of time for interviews to be held, this information shall be communicated prior to the beginning of the actual interviews. Only candidates who are scheduled for and present themselves at the interview on the date(s) provided shall be considered for award. Any one failing to schedule or appear at an interview in the time block provided shall

be deemed non-compliant and not considered for award. The interviews shall be scheduled on a first come first serve basis.

1.5 MINORITY BUSINESS ENTERPRISE (MBE)

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

Please note that the TORFP issuing agency strongly encourages the Master Contractor to include a Veteran-Owned Small Business (VOSB), and/or Service-Disabled Veteran-Owned Small Business (SDVOSB) within or in addition to the overall MBE goal noted on the Key Information Summary Sheet.

1.6 CONFLICT OF INTEREST

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

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

1.7 NON-DISCLOSURE AGREEMENT

Certain system documentation may be available for potential Offerors to review at a reading room at the State Highway Administration, 707 N. Calvert Street, Baltimore, Maryland 21202 address located in the Office of 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 6. 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 7.

1.8 LIMITATION OF LIABILITY CEILING

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

1.9 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES

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

Attachment 8 is a sample of the TO Contractor Self-Reporting Checklist. DoIT will send initial checklists out to applicable TO Contractors approximately three months after the award date for a TO. The TO Contractor shall complete and return the checklist as instructed on the checklist. Subsequently, at six

month intervals from the due date on the initial checklist, the TO Contractor shall update and resend the checklist to DoIT.

1.10 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 of this TORFP.

1.11 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 14 for a copy of the Living Wage Affidavit Agreement.

1.12 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 will be initiated. 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.

1.13 TRAVEL REIMBURSEMENT

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

1.14 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 Contractors will be distributed to all Master Contractors 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.

1.15 TO PRE-PROPOSAL CONFERENCE

A Pre-proposal conference will not be held for this TORFP.

SECTION 2 - SCOPE OF WORK

2.1 PURPOSE

The Maryland Department of Transportation (MDOT) is issuing this CATS+ TORFP on behalf of SHA to obtain Operations and Maintenance (O&M) support for its Internet and Intranet systems operations. This support will consist of four (4) highly qualified full-time on site resources with the potential to add, on a work-order basis, other O&M tasks falling broadly within the intended scope of this TORFP. The four full-time O&M resources shall have a broad range of technical capabilities to manage Internet and Intranet system operations, maintenance and support activities. These resources shall be responsible for SharePoint, MSSQL and other Web Server activities of our mission critical business applications throughout SHA. In addition to these on site resources this Task Order shall provide access to additional consultant resources to address additional enhancements to existing Web applications or architecture not within the confines of system operations, maintenance or support, up to a maximum of nine (9) resources. The services provided through this Task Order will be critical to supporting SHA's Business Plan goals to improve efficiencies in our business processes and to provide services and products to our customers that meet or exceed their expectations. The goals of this Task Order are to ensure that the SHA has the appropriate resources, skills and expertise to manage and enhance SHA's Internet/Intranet infrastructure consistent with SHA's architecture and standards; to provide guidance and support concerning SHA's Internet/Intranet infrastructure, application security, and Section 508 compliance; and to provide on-going guidance concerning best practices in planning, designing and implementing newer Internet/Intranet technologies.

SHA shall award this task order to one Master Contractor that proposes a team of individual resources that can best satisfy the Task Order requirements. This team of resources may be required to work at SHA Headquarters. Therefore only Master Contractors submitting a proposal with a team of resources that shall satisfy all Task Order requirements will be accepted for evaluation. 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 locations other than the Headquarters or Hanover complexes.

2.2 REQUESTING AGENCY BACKGROUND

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

The SHA Business Plan is available online at:

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

- **SHA's INTERNET SYSTEM ADMINISTRATION**

OIT hosts and maintains several public facing web sites for the SHA. Their primary purpose is to act as the public portal for the web front-end of applications within the SHA.

SHA's Internet currently uses Microsoft Office SharePoint Server 2007 as its primary platform for the public portal. In addition SHA maintains additional public facing web sites comprised of ASP and ASP.NET running through Internet Information Server (IIS) with connections to Oracle and Microsoft SQL backend databases.

SHA's Internet system runs on a VM Ware cluster server farm running Windows Server 2008 R2 SP1 technology. SHA's Internet architecture is comprised of a Perimeter Network and Corporate Network separated by a Firewall.

- **SHA's INTRANET SYSTEM ADMINISTRATION**

The SHA Intranet Sites are the corporate portal for the SHA. Their primary purpose includes, but is not limited to, disseminating internal communication, project collaboration and business

application hosting. The SHA Intranet is comprised and managed via multiple site collections or workspaces, representing each office within the Administration, where portal administration for the workspaces and site collections is distributed within the SHA.

SHA's Internet currently uses Microsoft SharePoint Server 2010 as its primary platform for the corporate portal. In addition SHA maintains additional web sites comprised of ASP and ASP.NET running through Internet Information Server (IIS) with connections to Oracle and Microsoft SQL backend databases.

SHA's Intranet system runs on a VM Ware cluster server farm running Windows Server 2008 R2 SP1 technology.

SHA's Intranet is a collection of sites representing, but not limited to, Organizational Unites, Project Teams and Libraries. The SHA Intranet supports organizational collaboration through the use of Document Workspaces, Meeting Workspaces, Project Workspaces, Workflows and Discussion Boards and Surveys to name a few.

- **MICROSOFT SQL SERVER ADMINISTRATION WITH SHAREPOINT**

SHA utilizes Microsoft SQL Server to manage Microsoft SharePoint Server 2010 (Intranet) and Microsoft Office SharePoint Server 2007 (Internet) configurations and data. SHA's SQL Server resides on the same VM Ware cluster server farm identified above.

2.3 ROLES AND RESPONSIBILITIES

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

- TO Procurement Officer – MDOT representative responsible for managing the TO solicitation and award process, change order process, and resolution of TO Agreement scope issues.
- TO Manager – SHA representative responsible for managing the day to day activities of the TO including the direct supervision of the on-site 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.
- MDOT CMO -MDOT Contract Management Office shall act as the POC (Point Of Contact), liaison between the MDOT/OTTS TO Manager and TO Contractor Manager in the event of persistent contract personnel performance issues. The CMO is responsible for management of the contract after award.
- TO Contractor Key Management Personnel – Representative of the TO Contractor who oversees their personnel assigned under this TO. This representative will be the point of contact for managing and correcting any disputes related to this TO. This representative will also be responsible for the preparation and submittal of invoices and MBE reports by the due date defined in this TO as well as any other correspondence relating to this TO and its activities.

2.4 PROFESSIONAL DEVELOPMENT

Technology and software products continuously change. The TO Contractor shall ensure continuing education opportunities for the personnel provided. This education shall be associated with the technologies currently utilized by SHA or adopted 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 resources start date could be grounds for termination.

Each on-site TO Contractor resource shall be required to certify that training was completed. 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 the 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.

2.5 REQUIREMENTS

At a minimum, the work to be accomplished by the TO Contractor personnel under this TORFP shall include but is not limited to the following:

The TO Contractor resources shall be responsible for managing the configuration, implementation, administration and support of multiple enterprise wide Microsoft SharePoint environments, from infrastructure to user interface. Specific components under the scope of administration include infrastructure design, architecture, reliability, scaling, performance, monitoring, security, authentication and access. S/he analyzes system scope, objectives, functional requirements and performance needs to recommend environment adjustments and solutions. S/he will work closely with developers and engineers to implement the necessary changes from an administrative perspective. S/he is involved in all phases of implementation, performs software installations, applies patches, fixes, upgrades and documents all deployment procedures and support requirements.

Essential duties and responsibilities include oversight of the SharePoint Portal Server infrastructure, storage and scaling forecasts and administration of the installation, configuration, security, operation, and maintenance of all hardware and software components related to SharePoint infrastructure. Additionally, the resources are expected to actively participate in planning and execution of tasks related to all new deployments in the environment, including custom solutions, applications, patches, fixes, upgrades, plugins, and integration with other enterprise systems. The TO Contractor is expected to perform system administrative activities such as issue resolution, backup, restore, site / content migrations, governance enforcement and user training. S/he shall also be proficient in working closely with IT Project Managers and Business Analysts to design and develop solutions to address business needs and opportunities, and propose changes that would make the SharePoint environment a more effective solution. As such, experience in requirement analysis, forming technical design documents, unit testing, system testing and the creation of implementation plans for small to complex projects is required. The TO Contractor will work closely with production support teams to address any enterprise wide issues or outages that may occur. S/he shall maintain current industry knowledge of best practices and procedures for managing SharePoint environments.

2.5.1 FUNCTIONAL/BUSINESS REQUIREMENTS

At a minimum, the work to be accomplished by the TO Contractor personnel under this TORFP shall include but is not limited to the following:

ID #	Functional / Business Requirements
2.5.1.1	<p>General Responsibilities:</p> <ul style="list-style-type: none"> a. TO Contractor personnel shall provide oversight and support for the design, implementation, development, maintenance, customization and integration efforts of SHA's enterprise Internet and Intranet implementations. b. TO Contractor personnel shall provide server management, configuration, maintenance and troubleshooting support with a focus on planning, deploying and supporting SHA's enterprise Internet and Intranet infrastructure. c. TO Contractor personnel shall provide technical expertise and advice to SHA staff and management; d. TO Contractor personnel shall assist SHA staff in the preparation of documentation to describe new or changed processes; e. TO Contractor personnel shall respond to information requests that business users submit through SHA's Maximo Automated Help Desk Application. f. TO Contractor personnel shall respond to critical trouble reports encountered after regular business hours by SHA's Network On-Call Personal. g. TO Contractor personnel shall respond to trouble reports or change requests (TR / CR Log) encountered by business users that are reported through SHA's Maximo Automated Help Desk Application. h. TO Contractor personnel shall assist in research and recommendations on new technologies i. TO Contractor personnel shall assist in the preparation and implementation of disaster recovery plans for various systems. j. TO Contractor personnel shall create upgrade and migration schedules and plans that will minimize the impact on production and mission critical systems. k. TO Contractor personnel shall train SHA staff, as needed. l. TO Contractor personnel shall attend organizational meetings, as needed.
2.5.1.2	<p>Recurring Daily / Weekly / Monthly Responsibilities:</p> <p>SHA Internet/Intranet Administration Recurring Tasks:</p> <ul style="list-style-type: none"> a. TO Contractor personnel shall maintain SharePoint databases and Administration. b. TO Contractor personnel shall develop custom web parts using Visual Studio.NET. c. TO Contractor personnel shall work with stakeholders and end-users to define the requirements, for designing, developing, and testing solutions to meet the requirements. d. TO Contractor personnel shall customize web applications, portals, web parts, and integration scenarios. e. TO Contractor personnel shall plan for disaster recovery, backup and restore solutions. f. TO Contractor personnel shall manage, monitor, and troubleshoot SharePoint infrastructure. g. TO Contractor personnel shall administer SharePoint Development and Production

environments.

- h. TO Contractor personnel shall create and define SharePoint user roles & responsibilities.
- i. TO Contractor personnel shall design, setting up and creating SharePoint sites and areas for SHA business users.
- j. TO Contractor personnel shall manage proper security group naming conventions & security assignment processes.
- k. TO Contractor personnel shall communicate progress to management and initiating recommended changes.
- l. TO Contractor personnel shall create, manage, improve, and organize the SharePoint template library.
- m. TO Contractor personnel shall provide training, resolve issues and questions, and providing support.
- n. TO Contractor personnel shall monitor overall SharePoint usage reporting.
- o. TO Contractor personnel shall manage SharePoint implementation and migration activities.
- p. TO Contractor personnel shall configure and maintaining document libraries, lists, and site collections.
- q. Performing typical administrative activities such as backup, restore, site creation.
- r. TO Contractor personnel shall manage content databases.
- s. TO Contractor personnel shall managing Shared Service Providers Web Apps.
- t. TO Contractor personnel shall deploy, move and rearrange SharePoint Data.
- u. TO Contractor personnel shall audit for sustainability.

The TO Contractor personnel shall monitor the following list of servers on daily basis:

- SHA Internet Production SharePoint Web Front End Server1 (WFE).
- SHA Internet Production SharePoint Web Front End Server2 (WFE).
- SHA Internet Production SharePoint SQL Node1.
- SHA Internet Production SharePoint SQL Node2.
- SHA Internet Production SharePoint Index Server.
- SHA Internet Production SharePoint Query Server.
- SHA Internet ASP Application Server.
- SHA Internet AHPS Production Web Server.
- SHA Internet AHPS Test Web Server.
- SHA Internet Mobile Application Server.
- SHA Internet Production MCMS Navigator Server.
- SHA Internet SharePoint RAP Server.
- SHA Internet Staging SharePoint Web Front End Server.
- SHA Internet Staging SharePoint Application Server.
- SHA Internet Staging SQL Server.

	<ul style="list-style-type: none"> • SHA Internet Staging ASP Application Server. • SHA Internet Development SharePoint Web Front End Server. • SHA Internet Development SharePoint Application Server. • SHA Internet Development SQL Server Node1. • SHA Internet Development SQL Server Node2. • SHA Internet Development ASP Application Server. • SHA Intranet Production SharePoint Web Front End Server1 (WFE). • SHA Intranet Production SharePoint Web Front End Server2 (WFE). • SHA Intranet Production SharePoint SQL Node1. • SHA Intranet Production SharePoint SQL Node2. • SHA Intranet Production SharePoint Crawl Server (CS). • SHA Intranet Production SharePoint Service Applications Server (SA). • SHA Intranet x64 bit ASP/.NET Application Server. • SHA Intranet 32 bit ASP/.NET Application Server. • SHA IFB Production Web Server. • SHA CCTS Production Web Server. • SHA Team Foundation Production Web Server. • SHA WorldSpace Production Application Server. • SHA Intranet Development SharePoint Web Front End Server1 (WFE). • SHA Intranet Development SharePoint Web Front End Server2 (WFE). • SHA Intranet Development SharePoint SQL Node1. • SHA Intranet Development SharePoint SQL Node2. • SHA Intranet Development SharePoint Crawl Server (CS). • SHA Intranet Development SharePoint Service Applications Server (SA). • SHA Intranet Development ASP 32 bit Application Server. • SHA Intranet Development ASP x64 bit Application Server. • SHA Intranet Development AHPS Web Server.
2.5.1.3	<p>Existing System Maintenance Responsibilities:</p> <ol style="list-style-type: none"> a. TO Contractor personnel shall assist in the development of application maintenance plans for scheduled maintenance activities. b. TO Contractor personnel shall provide ongoing support for various SHA applications and technologies. c. TO Contractor personnel shall maintain a TR / CR Log for each application assigned through the use of SHA's Team Foundation Server or SharePoint environments. d. TO Contractor personnel shall troubleshoot application defects reported through SHA's

	<p>Maximo Automated Help Desk Application.</p> <ul style="list-style-type: none"> e. TO Contractor personnel shall evaluate and code approved application Change Requests. f. TO Contractor personnel shall maintain Configuration and Version Control using Team Foundation Server. g. TO Contractor personnel shall assist in the development and implementation of maintenance plans for system upgrades and technology refreshes. h. TO Contractor personnel shall, assist the Project Manager or Business Analyst, maintain and update System Documentation. i. TO Contractor personnel shall develop system source code and executables using one of the following primary technologies: <ul style="list-style-type: none"> a. C#.NET, b. VB.NET, c. Secondary skills needed to support legacy systems <ul style="list-style-type: none"> i. Visual Basic 6.0, ii. Visual Basic.NET, iii. ASP.NET, iv. ASP 3.0
<p>2.5.1.4</p>	<p>Optional Tasks /Assignments–Time & Material / Work Order Based</p> <p>As required by SHA, the TO Contractor may be tasked additional assignments beyond the confines of normal system operations, maintenance or support that may require additional resources. This could include but is not limited to small additions or enhancements to the SHA Internet or Intranet SharePoint implementation and configurations and support for implementing legislative or department mandates. When this need occurs, SHA will issue a work order for the individual project assignment outlining the details of the assignment as known at that time. The TO Contractor will review and estimate labor categories, costs and estimated time to complete the assignment.</p> <p>When the initial TO Contractor estimates are approved by the TO Manager, the TO Contractor shall attend a minimum of one (1) review session to collect the pertinent requirements associated with the assignment and provide an updated work order estimate if required. The TO Contractor will be responsible for developing a requirements definition resulting from the review session(s), as a vehicle to verify, document, maintain and feed back the results of each session.</p> <p>The TO Contractor shall develop an implementation plan according to the SHA approved direction resulting from these review sessions, complete the assignment and review and test the completed assignment with the customer prior to promotion to the production environment.</p> <p>Once the assignment is finished, the TO Contractor shall finalize any code documentation and submit to the SHA Web Master.</p> <p>As deliverables for these optional assignments, the TO Contractor at a minimum will be responsible for the following:</p> <ol style="list-style-type: none"> 1. Requirements Definition 2. Implementation Plan

	<p>3. Milestone Schedule</p> <p>4. Testing Procedures</p> <p>5. Documented Code</p> <p>Example Task 1: The TO Contractor shall research and develop a plan for a redundant architecture to ensure sustainability of mission critical portions of the SHA Internet Website to address continuation of operations should an event occur that limits access to the primary servers.</p> <p>Example Task 2: The TO Contractor shall research, recommend and assist in the development of policies and procedures and configuration for handling two way communications between applications.</p> <p>Example Task 3: The TO Contractor shall research, recommend and assist with the planning, configuration and feasibility of Cloud hosting of SHA Internet assets.</p> <p>Example Task 4: The TO Contractor shall research, recommend and assist with the planning, configuration and feasibility of Social Media integration with the SHA Internet Website.</p> <p>Example Task 5: The TO Contractor shall research, recommend and assist with the planning, configuration, and development of Mobile Applications.</p> <p>Example Task 6: The TO Contractor shall research, recommend and assist with the planning, configuration, and development of Business Intelligence applications.</p> <p>Example Task 7: The TO Contractor shall research, recommend and assist with the planning, configuration, and development of SharePoint Applications.</p>
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2.5.2 NON-FUNCTIONAL, NON-TECHNICAL REQUIREMENTS

TO Contractor resources shall:

ID #	Non-Functional, Non-Technical Requirements
2.5.2.1	TO Contractor personnel shall be responsible for knowledge transfer, occurring on the reassignment of a project resource from one task/project to another (either permanent or temporary transfer).
2.5.2.2	TO Contractor personnel shall complete SHA-mandated core training prior to arrival to assigned SHA facilities.
2.5.2.3	TO Contractor personnel shall participate in annual performance evaluations.
2.5.2.4	TO Contractor personnel shall participate in meetings as a technical resource, as required.
2.5.2.5	TO Contractor personnel shall support annual SHA initiatives involving technology of applications, such as the annual SHA online employee survey.
2.5.2.6	TO Contractor personnel shall be responsible for reviewing technical writer’s documentation for correctness.
2.5.2.7	TO Contractor personnel shall, in conjunction with the Project Manager, conduct training for end users, as necessary.
2.5.2.8	TO Contractor personnel shall maintain workstations, including cleaning and reinstalling after a re-image.
2.5.2.9	TO Contractor personnel shall perform quarterly/bi-annual/annual tasks associated with maintenance projects.
2.5.2.10	TO Contractor personnel shall perform product assessment of new technology.

2.5.2.11	TO Contractor personnel shall attend technology or skill training, as required.
2.5.2.12	TO Contractor personnel shall enter information into OIT's portfolio management software (Innotas) including status updates and time spent on projects.

2.6 WORK HOURS

1. The TO Contractor's assigned personnel shall generally work an eight (8) 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).
2. Once assigned, and personnel have demonstrated an understanding of the SHA infrastructure, they will also be required to participate in a rotating emergency on-call schedule, providing non-business hours support. Hours performing on-call duties shall be billed on actual time worked at the rates proposed.
3. In addition to "A" above, services will 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.
4. In the event of a reduction in State revenues and a subsequent reduction in allocated budget, the TO Contractor personnel shall be required to participate in the State mandated Service Reduction Days as well as State Furlough Days. In this event, the TO Contractor shall be notified in writing by the TO Project Manager of these details. In addition to the Service Reduction Days and Furlough Days, the TO Contractor may also be requested to restrict the number of hours the TO Contractor personnel can work within a given period of time that may result in less than an eight (8) hour day or less than a 40 hour work week.

2.7 BACKUP/DISASTER RECOVERY

The SHA outlines its complete application restoration strategy for each application in its Disaster Recovery Plan. The developer portion of the disaster recovery plan for each application can be roughly summarized as follows (with the assumption that any hardware asset recovery has already been completed by OIT's Network & Desktop support group):

1. Attempt to restore the application installation directly from the Business Day Backup archive
2. If Step 1 is not feasible, retrieve the source code from Team Foundation Server and reinstall/configure the application manually.
3. In either case, once the application has been re-implemented / restored, the developer reconnects the application to its data center, either its normal data center, or one restored from Business Day Backups by the Database Administration section.
4. Any additional modules or connections required for normal operation are re-implemented / restored.
5. The developer tests the application for correctness and declares it ready for operational use if no further corrective action is required.

2.8 HARDWARE, SOFTWARE, AND MATERIALS

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

2.9 PERFORMANCE EVALUATION

TO Contractor personnel will be formally evaluated by the TO Manager annually for assignments performed during that period. The established performance evaluation and standards are included as Attachment 9. The TO Contractor personnel shall maintain a minimum rating of "Exceeds Standards" in

each major category of the performance evaluation (i.e., Dependability, Job Knowledge, etc.) and a minimum rating of “Meets Standards” in all individual criteria (i.e., Punctuality, Tact, etc.) If prior to a scheduled evaluation the TO Manager has determined there are issues with the performance of TO Contractor personnel, the TO Manager will notify both the TO Contractor and the TO Contractor personnel by email, identifying the issue and the expected action(s) to correct the issue.

2.10 PERFORMANCE PROBLEM MITIGATION

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

- The TO Manager will notify the TO Contractor and MDOT Contract Management Office in writing describing the problem and delineating remediation requirements;
- The TO Contractor will have three 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 will notify MDOT CMO; and
- MDOT CMO will give written notice to the TO Contractor to request immediate removal, or substitution of the individual whose performance is at issue.
- Should the issue be associated with, but not limited to, Sexual Harassment or Workplace Violence (actual or threat), the TO Manager has the right to ask for immediate removal of the TO Contractor personnel without requiring remediation. If this situation would occur, the resource would be escorted out of the building immediately with no option of returning.

2.11 SUBSTITUTION OF PERSONNEL

The substitution of personnel shall comply with Section 2.9.6 of the CATS+ Master Contract.

2.12 PREMISES AND OPERATIONAL SECURITY

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

- The State reserves the right to request that the TO Contractor submit proof of employment authorization of non-United States Citizens, prior to commencement of work under the resulting Contract.
- TO Contractor shall remove any employee from working on the resulting Contract where the State of Maryland provides evidence to the TO Contractor that said employee has not adhered to the security requirements specified herein.
- Resources proposed to perform services for Maryland Aviation Administration shall be capable of qualifying for and obtaining a BWI Airport Security badge to include US Customs Seal and Transportation Identifications. Resources proposed to perform services for MDOT Port Administration (MPA) shall comply with all MPA security requirements.
- 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.

2.13 DELIVERABLES

2.13.1 DELIVERABLE SUBMISSION PROCESS

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

2.13.2 DELIVERABLE DESCRIPTIONS/ACCEPTANCE CRITERIA

ID #	Deliverable Description	Acceptance Criteria	Due Date / Frequency
2.13.2.1	Deliverable A – Weekly Status Reports (See Attachment 10 for Template.)	A MS Word document that shall document: <ul style="list-style-type: none"> • Activities completed • Activities in progress • Next weeks planned activities • Activities on hold/issues • Activities requiring overtime • Action Items 	Receipt by close of business Friday following the previous week.
2.13.2.2	Deliverable B – Monthly Invoices	Contains content defined in 2.18.1 and accurately reflects time worked.	Receipt by the 10th day of each month with specified content.
2.13.2.3	Deliverable C – Monthly MBE Reports	Completed forms for D-5 and D-6 from Attachments in TORFP.	Receipt of Attachment 2 – Form D-5 by the 10 th day of each month with specified content and submitted with the monthly invoice. Receipt of Attachment 2 – Form D-6 by the 10th day of each month

			with specified content and submitted directly by the Sub-contractor.
2.13.2.4	Ancillary Application Deliverables	Deliverables reviewed, accurate, complete, functioning, tested and approved by business area.	As required.

2.14 REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES

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

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

2.15 TO CONTRACTOR EXPERTISE REQUIRED

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

2.16 TO CONTRACTOR PERSONNEL REQUIREMENTS

The MDOT/SHA is issuing this CATS+ TORFP to obtain four (4) highly qualified on-site technical resources by the following programming skills.

- Three (3) Microsoft SharePoint, SQL, and IIS, System Administrator/Developers
- One (1) Microsoft SharePoint, C#.NET, VB.NET Programmer

The following requirements are mandatory.

TO Contractor personnel proposed under this TORFP shall each have at least six (6) years of experience in all phases of the software engineering lifecycle. A portion of this experience shall also demonstrate that the TO Contractor personnel has expertise in the following:

- 1. General Requirements for all resources:**
 - a. Six (6) years of experience in all phases of the software engineering lifecycle
 - b. Six (6) years of experience in requirement analysis, forming technical design documents, unit testing, system testing and the creation of implementation plans for small to complex projects.

- c. Five (5) years of experience with Active Directory principles and technology.
- d. Four (4) years of development experience with Microsoft Visual Studio.NET
- e. Three (3) years of experience with Microsoft Team Foundation Server.

2. Specific requirements for three (3) Microsoft SharePoint, SQL, and IIS, System Administrators/Developers

- a. SharePoint Experience
 - i. Three (3) years of experience building and managing medium to large Microsoft SharePoint 2007/2010 multi-server farms configured for high availability on a Windows 2008 / Windows 2003 environment.
 - ii. Three (3) years of experience with Microsoft SharePoint Administration.
 - iii. Three (3) years of development experience with Microsoft SharePoint API.
 - iv. Three (3) years of experience with Microsoft SharePoint Security patches and threats.
- b. IIS Experience
 - i. Three (3) years of experience building and managing medium to large Microsoft IIS multi server farms configured for high availability on a Windows 2008 / Windows 2003 environment.
 - ii. Three (3) years of experience with Microsoft IIS Administration.
 - iii. Three (3) years of experience with Microsoft IIS Security patches and threats.
- c. Development Experience

Three (3) years of experience in .NET Framework (VB.NET, C#.NET, ASP.NET).
- d. SQL Experience
 - i. Three (3) years of experience with Microsoft SQL Server in relationship to SharePoint.
 - ii. Three (3) years of experience writing database queries with Oracle PL/SQL and/or Microsoft T-SQL.
 - iii. Three (3) years of experience in developing Backup Architecture, Backup Scripts and Backup Restores within a SharePoint / SQL environment.
 - iv. Three (3) years of experience with Microsoft SQL Server Security patches and threats.
- e. Three (3) years of experience with VMware virtualization technologies.
- f. Three (3) years of experience in Hardware and Software maintenance and upgrades
- g. Three (3) years of experience in the latest Windows 2008 / Windows 2003 Server Security patches and threats.

3. Specific requirements for one (1) Microsoft SharePoint, C#.NET, VB.NET Programmer

- a. Five (5) years of experience in .NET Framework (VB.NET, C#.NET, ASP.NET).
- b. Five (5) years of experience development with Microsoft SharePoint API.
- c. Four (4) years of experience in scripting language such as JavaScript.
- d. Three (3) years of experience with HTML, XML

- e. Two (2) years of experience in services such as Windows Communication Foundation (WCF).

2.17 ADDITIONAL PREFERRED REQUIREMENTS:

In addition to the minimum qualifications specified above for the general requirements and specific language requirements, additional evaluation points would be awarded to those TO Contractors who propose candidates that satisfy the following preferred requirements:

- 2 Experience with multiple primary programming languages specified above in Section 2.16
- 3 Objective-C (iOS)
- 4 Java (Android)
- 5 Windows Server 2012
- 6 SQL Server Reporting Services (SSRS)
- 7 Crystal Reports Development
- 8 XML
- 9 Flex
- 10 Silverlight
- 11 HTML
- 12 HTML5
- 13 Visual Basic 6.0
- 14 ASP 3.0
- 15 Exposure to SharePoint 2013 a plus

Ideally, resources would have experience in more than one of the above mentioned programming skills in Section 2.16 and could develop applications across the organization using multiple programming languages listed above.

During the evaluation process, preference will be given to those TO Contractors who proposes resources that demonstrate within their Attachment 5 they have required experience in multiple development languages.

2.18 INVOICING

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

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

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

Invoices and all required documentation shall reflect the first day of the month through the last day of the month, **only**. Any piece of documentation showing hours worked the days before or after any given documented month will be incorrect and the TO Contractor required to resubmit the entire package. Any

documentation received after the 10th day of any month will be late. If the 10th of any month falls on a weekend, government holiday, or State of Maryland Service Reduction day, all documentation is due the last government business day prior.

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

2.18.1 INVOICE SUBMISSION PROCEDURE

1. 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 BPO Number and a TO Contractor point of contact with telephone number.
2. The TO Contractor shall send the original of each invoice and supporting documentation (itemized billing reference for employees, including detail of work) to:
 - a. E-Mail: sha-oit-invoices@sha.state.md.us for OIT assigned resources
 - b. The Task Order Project Manager's name shall be shown on the E-mail Subject Line
3. 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 TO Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.

2.19 MBE PARTICIPATION REPORTS (IF APPLICABLE)

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.

2.20 SECURITY AND CONFIDENTIALITY

The TO Contractor shall adhere to and ensure compliance with the State of Maryland and the MDOT's Information Technology Security Policies and Standards. These policies may be revised from time to time and the TO Contractor shall comply with all such revisions. A copy of the most recent document can be found on the Maryland Department of Information Technology's web page at www.doit.maryland.gov.

The TO Contractor personnel will be required to sign the MDOT Security Advisory, MDOT Non-disclosure Agreement, and abide by MDOT Internet and e-mail Use Policy. Additionally, if the TO Contractor requires third party connectivity to the MDOT Network, the TO Contractor will be required to sign the MDOT Terms and Conditions for Third Party Remote Access.

Information and information technology systems are essential assets of the State of Maryland. They are vital to the citizens of the State. Information assets are critical to the services that agencies provide to citizens, businesses, educational institutions, as well as, to local and federal government entities and to other State agencies. All information created with State resources for State operations is the property of the State of Maryland. All agencies, employees, and TO Contractors of the State are responsible for protecting information from unauthorized access, modification, disclosure and destruction.

All employees, TO Contractors, and TO Contractor personnel are responsible for:

1. Being aware of their responsibilities for protecting IT assets of the State

2. Exercising due diligence in carrying out the IT Security Policy
3. Being accountable for their actions relating to their use of all IT Systems
4. Using IT resources only for intended purposes as defined by policies, laws and regulations of the State.

2.21 WORK ORDER ASSIGNMENTS

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

SHA shall issue a Work Order (Attachment 12) assignment to the TO Contractor identifying the scope and restrictions of the effort to be completed. A Work Order could include, but is not limited to, small additions or enhancements to the OHD's applications, the development of new applications or other defined support services. The TO Contractor shall review and provide an estimate of the cost using hours and rates based upon the approved labor categories rates to complete the assignment. When the TO Contractor estimate is approved by the TO Manager, the TO Contractor shall attend a minimum of one (1) review session to collect the pertinent requirements associated with the assignment and provide an updated Work Order estimate if required. The TO Contractor shall be responsible for developing a requirements definition resulting from the review session(s), as a vehicle to verify, document, and maintain the results of each session.

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

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

2.21.1 WORK ORDER PROCESS

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

1. The TO Manager shall email a Work Order request to the TO Contractor via the Work Order. The request may include:
 - a. technical requirements and description of the services needed;
 - b. performance objectives and/or deliverables, as may be applicable;
 - c. due date and time for submitting a response to the request;
 - d. performance testing period; and;
 - e. other specific information as requested from the TO Contractor.
2. The TO Contractor shall respond by email to the TO Manager to the Work order. The TO Contractor shall e-mail a response to the TO Manager within the specified time and include at a minimum:
 - a. a response that details the TO Contractor's understanding of the requirement/work;
 - b. a description of the proposed work plan in narrative format including time schedules, and if required a WBS chart. This description shall include a schedule of resources including proposed subcontractors and related tasks, including an explanation of how tasks will be completed.

- c. Identification of those activities or phases that can be completed independently or simultaneously versus those that shall be completed before another activity or phase can commence.
 - d. The personnel resources, including those of SHA and subcontractors, and estimated hours to complete the task.
3. The TO Manager will review the response and will either approve the work or contact the TO Contractor to obtain additional information, clarification or revision to the work.
 4. Once satisfied, the TO Manager will then email the TO Contractor with approval to proceed.

SECTION 3 - TASK ORDER 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 the 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. A TO Proposal shall contain the following sections in order:

3.2.1 TO TECHNICAL PROPOSAL

A. Proposed Services

1. **Executive Summary:** A high level overview of the Master Contractor's understanding of the background, purpose, and objectives of the TORFP. The Executive Summary shall summarize the Master Contractor's resources capabilities and experience 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 shall avoid assumptions that counter or constitute exceptions to TORFP terms and conditions.

B. Proposed Personnel

1. Identify and provide exactly four (4) resumes via Attachment 5 – Labor Category Personnel for all proposed personnel by labor category (maximum of 4 resources, one Attachment 5 per resource). The Attachment 5 shall demonstrate prominently the required level of expertise required under Section 2.5 and the minimum required qualifications and experience as specified in Section 2.16 and Section 2.17. If an item is not addressed properly, the proposed personnel will be disqualified from further consideration. Experience shall be listed in MM/YY through MM/YY, for example 03/10 through 09/12.
2. Provide a Staffing Plan on how the Master Contractor shall ensure the support and staffing of the Optional Work assignments listed under Section 2.5.1.4 including but not limited to the process for staffing and sources for staffing.
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. Complete and provide Attachment 11 - Knowledge Skills and Abilities Traceability Matrix for Proposed Resources. TO Contractor shall include the dates from and to showing an amount of time that equals or exceeds mandatory time requirement for each item listed (Section 2.16 and 2.17) that can also be verified from the resources Attachment 5. If the proposed personnel does not meet the requirement or have the specified experience, TO Contractor shall specify the word "NONE" across from the description. All items shall be addressed with a response or the word "NONE". If an item is not addressed properly, the proposed personnel will be disqualified from further consideration.

Disqualification of one proposed individual shall result in disqualification of the entire proposal.

- C. MBE Participation (if applicable)
Submit completed MBE documents Attachment 2 - Forms D-1 and D-2.
- D. Subcontractors
Identify all proposed subcontractors, including MBE's, and their roles in the performance of Section 2 - Scope of Work.
- E. Master Contractor and Subcontractor Resources Experience and Capabilities
1. Provide three (3) examples of work assignments or projects the proposed personnel have completed that were similar to Section 2 - Scope of Work. Each example shall include contact information for the client organization complete with the following:
 - a. Name of organization.
 - b. Point of contact name, title, and telephone number, (point of contact shall be accessible and knowledgeable regarding experience).
 - c. Services provided as they relate to Section 2 - Scope of Work.
 - d. Start and end dates for each example project or contract. If the Master Contractor is no longer providing the services, explain why not. (mm/yy – mm/yy).
 2. State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any entity of the State of Maryland. For each identified contract, the Master Contractor shall provide:
 - a. Name of organization.
 - b. Point of contact name, title, and telephone number, (point of contact shall be accessible and knowledgeable regarding experience).
 - c. Services provided as they relate to Section 2 - Scope of Work.
 - d. Start and end dates for each example project or contract. If the Master Contractor is no longer providing the services, explain why not.
 - e. Dollar value of the contract.
 - f. Whether the contract was terminated before the original expiration date.
 - g. Whether any renewal options were not exercised.
- Note - State of Maryland experience can be included as part of Section E2 above as project or contract experience. State of Maryland experience is neither required nor given more weight in proposal evaluations.
- F. Professional Development Plan
Provide plan on how Master Contractor will ensure continued Professional Development as defined in Section 2.4 for on-site TO Contractor proposed personnel.
- G. State Assistance
Provide an estimate of expectation concerning participation by State personnel.

H. Confidentiality

A Master Contractor shall give specific attention to the identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, shall not be disclosed by the State under the Public Information Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland. Master 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. Attachment 1 - Completed Price Proposal with all rates fully loaded and shall be valid for 120 days. Price sheet shall not be modified and shall be submitted as separate file.

SECTION 4 – TASK ORDER AWARD PROCESS

4.1 OVERVIEW

The TO Contractor resources will be selected from among all eligible Master Contractor's resources within the appropriate functional area responding to the CATS+ TORFP. In making the TO Agreement award determination, the SHA will consider all information submitted in accordance with Section 3. The State will award a TO Agreement to the Master Contractor offering the most advantageous resources considering the technical and financial submissions. In making this selection, technical merit has greater weight than price.

4.2 TECHNICAL PROPOSAL EVALUATION CRITERIA

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

- Personnel experience required in Section 3.2.1.B.1.
- Experience with multiple programming languages specified in Section 3.2.1.B.4.
- The Master Contractor and Subcontractor Resources Experience and Capabilities as specified in Section 3.2.1.E.1.
- The Master Contractor's understanding of the TORFP Scope of Work based on the required response in Section 3.2.1.A.1.
- Description of Staffing Plan as specified in Section 3.2.1.B.2.
- Professional Development Plan as specified in Section 3.2.1.F.

4.3 SELECTION PROCEDURES

- A. TO Proposals will be assessed throughout the evaluation process for compliance with the minimum personnel requirements in Section 2.16 and quality of responses to Section 3.2 of the TORFP. Master Contractor proposed resources that fail to meet the minimum qualifications will be deemed not reasonably selectable for award, i.e., disqualified from further consideration.
- B. The State shall conduct interviews for all TO Contractor personnel proposed in each TO Proposal that meets the requirements of the Task Order. All interviews shall be conducted in person and all resources shall be in attendance at the time of the interview.
- C. Qualified TO Proposal whose resource(s) were deemed technically qualified will have their TO Financial Proposals reviewed and ranked from lowest to highest price proposed.
- D. The most advantageous TO Proposal offer considering both technical and financial submission shall be selected for the work assignment. In making this selection, technical merit has greater weight.
- E. All Master Contractors who proposed shall receive written notice from the TO Procurement Officer identifying the awardee.

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), Criminal Background Check Affidavit (Attachment 15), a Purchase Order, and by a Notice to Proceed authorized by the TO Manager.

ATTACHMENT 1 –PRICE PROPOSAL

PRICE PROPOSAL FOR CATS+ TORFP #J02B3400051

LABOR CATEGORIES

Labor rates in each labor category are fully loaded hourly rates that shall include all direct and indirect costs including but not limited to travel, parking, cell phones etc. Master Contractor shall propose the appropriate CATS+ Labor Category for each proposed resource.

The total class hours (Column B) are not to be construed as “guaranteed” hours; the total number of hours is an estimate only for purposes of price proposal evaluation.

Labor Categories (CATS+ Labor Categories)	A	B	C
	Hourly Labor Rate	Total Class Hours Annually	Total Proposed CATS+ TORFP Price
(Web Support Services on site resources. Master Contractor to insert Proposed Labor Categories for this TORFP)		*Hours adjusted based on State Holidays, Service Reduction, Furlough Days and two weeks of leave per resource.	
Term #1 (June 1, 2014 thru April 21, 2015): (Year 2 Master Contract rates apply here)			
(Resource Name / Category) #1	\$	1715	\$
(Resource Name / Category) #2	\$	1715	\$
(Resource Name / Category) #3	\$	1715	\$
(Resource Name / Category) #4	\$	1715	\$
		Total Cost Term 1	\$
Term #2 (April 22, 2015 thru April 21, 2016): (Year 3 Master Contract rates apply here)			
(Resource Name / Category) #1	\$	1960	\$
(Resource Name / Category) #2	\$	1960	\$
(Resource Name / Category) #3	\$	1960	\$
(Resource Name / Category) #4	\$	1960	\$
		Total Cost Term 2	\$
Term #3 (April 22, 2016 thru April 21, 2017):			

(Year 4 Master Contract rates apply here)			
(Resource Name / Category) #1	\$	1960	\$
(Resource Name / Category) #2	\$	1960	\$
(Resource Name / Category) #3	\$	1960	\$
(Resource Name / Category) #4	\$	1960	\$
		Total Cost Term 3	\$
Term #4 (April 22, 2017 thru April 21, 2018): (Year 5 Master Contract rates apply here)			
(Resource Name / Category) #1	\$	1960	\$
(Resource Name / Category) #2	\$	1960	\$
(Resource Name / Category) #3	\$	1960	\$
(Resource Name / Category) #4	\$	1960	\$
		Total Cost Term 4	\$
Term #5 (April 22, 2018 thru April 21, 2019): (Year 6 Master Contract rates apply here)			
(Resource Name / Category) #1	\$	1960	\$
(Resource Name / Category) #2	\$	1960	\$
(Resource Name / Category) #3	\$	1960	\$
(Resource Name / Category) #4	\$	1960	\$
		Total Cost Term 5	\$
Term #6 (April 22, 2019 thru May 31, 2019): (Year 7 Master Contract rates apply here)			
(Resource Name / Category) #1	\$	245	\$
(Resource Name / Category) #2	\$	245	\$
(Resource Name / Category) #3	\$	245	\$
(Resource Name / Category) #4	\$	245	\$
		Total Cost Term 6	\$
TOTAL TO Terms 1-6 (June 1, 2014 – May 31, 2019)			\$

<p><u>Work Order Based Optional Assignments</u> –</p> <p>Please identify additional labor categories anticipated to be used based on the overall scope of work and examples provided within Section 2.5.1.4. (EXAMPLE ONLY - The Master Contractors are not required to propose five (5) resources nor are they limited to five (5) resources. Master Contractors shall identify the appropriate number of resources to satisfy the requirements specified in Section 2.5.1.4 of this TORFP.)</p>		<p>For purpose of estimating, assume a total of 3,000 hours per year or 15,000 hours for the term of the Task Order. Master Contractor shall parcel these hours among the resources proposed. Hours (3,000 hours per year) shall be reallocated between proposed additional resources during the TO year, but shall not exceed the total dollar value originally proposed for the 15,000 hours.</p>	
<p>OPTIONAL ASSIGNMENTS</p> <p>Labor Categories (CATS+ Labor Categories)</p>	A	B	C
	Hourly Labor Rate	Total Class Hours Annually	Total Proposed CATS+ TORFP Price
<p>Optional Assignments Term #1 (June 1, 2014 thru April 21, 2015): (Year 2 Master Contract rates apply here)</p>			
Additional (CATS+ Labor Category)	\$	525	\$
Additional (CATS+ Labor Category)	\$	525	\$
Additional (CATS+ Labor Category)	\$	525	\$
Additional (CATS+ Labor Category)	\$	525	\$
Additional (CATS+ Labor Category)	\$	525	\$
		Total Cost Term 1 Optional Assignments	\$
<p>Optional Assignments Term #2 (April 22, 2015 thru April 21, 2016): (Year 3 Master Contract rates apply here)</p>			
Additional (CATS+ Labor Category)	\$	600	\$
Additional (CATS+ Labor Category)	\$	600	\$
Additional (CATS+ Labor Category)	\$	600	\$
Additional (CATS+ Labor Category)	\$	600	\$
Additional (CATS+ Labor Category)	\$	600	\$
		Total Cost Term 2 Optional Assignments	\$
<p>Optional Assignments Term #3 (April 22, 2016 thru April 21, 2017): (Year 4 Master Contract rates apply here)</p>			
Additional (CATS+ Labor Category)	\$	600	\$

Additional (CATS+ Labor Category)	\$	600	\$
Additional (CATS+ Labor Category)	\$	600	\$
Additional (CATS+ Labor Category)	\$	600	\$
Additional (CATS+ Labor Category)	\$	600	\$
		Total Cost Term 3 Optional Assignments	\$
Optional Assignments Term #4 (April 22, 2017 thru April 21, 2018): (Year 5 Master Contract rates apply here)			
Additional (CATS+ Labor Category)	\$	600	\$
Additional (CATS+ Labor Category)	\$	600	\$
Additional (CATS+ Labor Category)	\$	600	\$
Additional (CATS+ Labor Category)	\$	600	\$
Additional (CATS+ Labor Category)	\$	600	\$
		Total Cost Term 4 Optional Assignments	\$
Optional Assignments Term #5 (April 22, 2018 thru April 21, 2019): (Year 6 Master Contract rates apply here)			
Additional (CATS+ Labor Category)	\$	600	\$
Additional (CATS+ Labor Category)	\$	600	\$
Additional (CATS+ Labor Category)	\$	600	\$
Additional (CATS+ Labor Category)	\$	600	\$
Additional (CATS+ Labor Category)	\$	600	\$
		Total Cost Term 5 Optional Assignments	\$
Optional Assignments Term #6 (April 22, 2019 thru May 31, 2019): (Year 7 Master Contract rates apply here)			
Additional (CATS+ Labor Category)	\$	75	\$
Additional (CATS+ Labor Category)	\$	75	\$
Additional (CATS+ Labor Category)	\$	75	\$
Additional (CATS+ Labor Category)	\$	75	\$

Additional (CATS+ Labor Category)	\$	75	\$
		Total Cost Term 6 Optional Assignments	\$
Total Cost of Optional Assignments (Term 1-6):			\$
TOTAL TO Terms 1-6 (June 1, 2014 – May 31, 2019) <u>from above:</u>			\$
Total Evaluated Price with Optional Assignments:			\$

Authorized Individual Name

Company Name

Title

Company Tax ID #

The Fully Loaded Hourly Labor Rate is the actual rate the State will pay for services and shall be recorded in dollars and cents. The Fully Loaded Hourly Labor Rate cannot exceed the Master Contract Rate, but may be lower. Rates shall include all direct and indirect costs and profit for the Master Contractor to perform under the TO Agreement. All pricing shall be valid for 120 days.

SUBMIT AS A .PDF FILE WITH THE TO FINANCIAL PROPOSAL

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING REQUIREMENTS

CATS+ TORFP #J02B3400051

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

1. As the TO Contractor, you have entered into a TO Agreement with the State of Maryland. As such, your company/firm is responsible for successful completion of all deliverables under the contract, including your commitment to making a good faith effort to meet the MBE participation goal(s) established for TORFP. Part of that effort, as outlined in the TORFP, includes submission of monthly reports to the State regarding the previous month's MBE payment activity. Reporting forms D-5 (TO Contractor Paid/Unpaid MBE Invoice Report) and D-6 (Subcontractor Paid/Unpaid MBE Invoice Report) are attached for your use and convenience.
2. The TO Contractor must complete a separate Form D-5 for each MBE subcontractor for each month of the contract and submit one copy to each of the locations indicated at the bottom of the form. The report is due no later than the 10th of the month following the month that is being reported. For example, the report for January's activity is due no later than the 10th of February. With the approval of the TO Manager, the report may be submitted electronically. Note: Reports are required to be submitted each month, regardless of whether there was any MBE payment activity for the reporting month.
3. The TO Contractor is responsible for ensuring that each subcontractor receives a copy (e-copy of and/or hard copy) of Form D-6. The TO Contractor should make sure that the subcontractor receives all the information necessary to complete the form properly, i.e., all of the information located in the upper right corner of the form. It may be wise to customize Form D-6 (upper right corner of the form) for the subcontractor the same as the Form D-5 was customized by the TO Manager for the benefit of the TO Contractor. This will help to minimize any confusion for those who receive and review the reports.
4. It is the responsibility of the TO Contractor to make sure that all subcontractors submit reports no later than the 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.

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

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

In connection with the bid/proposal submitted in response to Solicitation No. J02B3400051, I affirm the following:

1. MBE Participation (PLEASE CHECK ONLY ONE)

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

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

OR

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

2. Additional MBE Documentation

I understand that if I am notified that I am the apparent awardee or as requested by the Procurement Officer, I must submit the following documentation within 10 business days of receiving such notice:
(a) Outreach Efforts Compliance Statement (MDOT MBE Form D-3 - State-Funded Contracts);
(b) Subcontractor Project Participation Statement (MDOT MBE Form D-2 - State-Funded Contracts);
(c) MBE Waiver Request documentation per COMAR 21.11.03.11 (if waiver was requested); and
(d) Any other documentation required by the Procurement Officer to ascertain bidder's responsibility/offeror's susceptibility of being selected for award in connection with the certified MBE participation goal and subgoals, if any.

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

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

3. Information Provided to MBE firms

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

4. Products and Services Provided by MBE firms

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

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

Company Name

Signature of Representative

Address

Printed Name and Title

City, State and Zip Code

Date

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

PART 1 – INSTRUCTIONS FOR MBE PARTICIPATION SCHEDULE

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

PAGE 1 OF 3

*** STOP ***

FORM INSTRUCTIONS

PLEASE READ BEFORE COMPLETING THIS FORM

1. Please refer to the Maryland Department of Transportation (MDOT) MBE Directory at www.mdot.state.md.us 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/offeror must request in writing approval of each third-tier contract arrangement, and (b) the request must contain specifics as to why a third-tier contracting arrangement should be approved. These documents must be submitted with the bid/proposal in Part 2 of this MBE Participation Schedule.

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

PART 1 – INSTRUCTIONS FOR MBE PARTICIPATION SCHEDULE

PAGE 2 OF 3

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

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

PART 1 – INSTRUCTIONS FOR MBE PARTICIPATION SCHEDULE

PAGE 3 OF 3

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

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

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

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

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

PART 2 – MBE PARTICIPATION SCHEDULE

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

PAGE ___ OF ___

Prime Contractor	Project Description	Solicitation Number

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

COLUMN 1	COLUMN 2	COLUMN 3
		Unless the bidder/offeror requested a waiver in MDOT MBE Form D-1 – State Funded Contracts for this solicitation, the cumulative MBE participation for all MBE firms listed herein must equal at least the MBE participation goal and subgoals set forth in Form D-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.
<input type="checkbox"/> Please check if MBE firm is a third-tier contractor (if applicable). Please submit written documents in accordance with Section 5 of Part 1 - Instructions	Certification Number: <hr/> (If dually certified, check only one box.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification <hr/>	3.1. 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.

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

PAGE ___ OF ___

Prime Contractor	Project Description	Solicitation Number

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

COLUMN 1	COLUMN 2	COLUMN 3
		Unless the bidder/offeror requested a waiver in MDOT MBE Form D-1 - State Funded Contracts for this solicitation, the cumulative MBE participation for all MBE firms listed herein must equal at least the MBE participation goal <u>and</u> subgoals set forth in Form D-1.
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.
<input type="checkbox"/> Please check if MBE firm is a third-tier contractor (if applicable). Please submit written documents in accordance with Section 5 of Part 1 - Instructions	Certification Number: <hr/> (If dually certified, check only one box.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification <hr/>	3.1. 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.

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

PART 3 – CERTIFICATION FOR MBE PARTICIPATION SCHEDULE

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

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

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

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

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

Company Name	Signature of Representative
Address	Printed Name and Title
City, State and Zip Code	Date

Attachment 2 - MDOT MBE FORM D-3
STATE-FUNDED CONTRACTS
OUTREACH EFFORTS COMPLIANCE STATEMENT

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

1. Bidder/Offeror took the following efforts to identify subcontracting opportunities in these specific work categories:

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

3. Bidder/Offeror made the following attempts to personally contact the solicited MBE firms:

4. **Please Check One:**

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

5. **Please Check One:**

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

Company Name

Signature of Representative

Address

Printed Name and Title

City, State and Zip Code

Date

Attachment 2 - 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:

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

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.

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

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

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

Attachment 2 - Form D-5

**Maryland Department of Information Technology
 Minority Business Enterprise Participation
 Prime Contractor Paid/Unpaid MBE Invoice Report**

Report #: _____ Reporting Period (Month/Year): _____ Report is due to the MBE Officer by the 10th of the month following the month the services were provided. Note: Please number reports in sequence	Contract #: <u> J02B3400051 </u> Contracting Unit: _____ Contract Amount: _____ MBE Subcontract Amt: _____ Project Begin Date: _____ Project End Date: _____ Services Provided: _____
--	---

Prime Contractor:		Contact Person:	
Address:			
City:		State:	ZIP:
Phone:	FAX:	Email:	
Subcontractor Name:		Contact Person:	
Phone:	FAX:		
Subcontractor Services Provided:			

<p>List all payments made to MBE subcontractor named above during this reporting period:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 40%; text-align: center;"><u>Invoice#</u></th> <th style="width: 55%; text-align: center;"><u>Amount</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> <tr> <td colspan="3">Total Dollars Paid: \$ _____</td> </tr> </tbody> </table>		<u>Invoice#</u>	<u>Amount</u>	1.			2.			3.			4.			Total Dollars Paid: \$ _____			<p>List dates and amounts of any outstanding invoices:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 40%; text-align: center;"><u>Invoice #</u></th> <th style="width: 55%; text-align: center;"><u>Amount</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> <tr> <td colspan="3">Total Dollars Unpaid: \$ _____</td> </tr> </tbody> </table>		<u>Invoice #</u>	<u>Amount</u>	1.			2.			3.			4.			Total Dollars Unpaid: \$ _____		
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3.																																					
4.																																					
Total Dollars Unpaid: \$ _____																																					

**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):**

	<p>Clemon Hammie, M/DBE Manager c/o Earle Beale, Equal Opportunity Compliance Officer Maryland Department of Transportation State Highway Administration Office of Equal Opportunity 211 E. Madison Street, MLL3 Baltimore, MD 21202 Email: shacompliance@sha.state.md.us</p>
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This form must be completed by
MBE subcontractor

ATTACHMENT 2 - Form D-6

Minority Business Enterprise Participation

Subcontractor Paid/Unpaid MBE Invoice Report

Report#: _____ Reporting Period (Month/Year): _____ Report is due by the 10th of the month following the month the services were performed.	Contract #J02B3400051 Contracting Unit: MBE Subcontract Amount: Project Begin Date: Project End Date: Services Provided:
---	---

MBE Subcontractor Name:																									
MDOT Certification #:																									
Contact Person:		Email:																							
Address:																									
City:	State:	ZIP:																							
Phone:	FAX:																								
Subcontractor Services Provided:																									
List all payments received from Prime Contractor during reporting period indicated above. <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 40%; text-align: center;"><u>Invoice Amt</u></th> <th style="width: 55%; text-align: center;"><u>Date</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> </tbody> </table> Total Dollars Paid: \$ _____		<u>Invoice Amt</u>	<u>Date</u>	1.			2.			3.			List dates and amounts of any unpaid invoices over 30 days old. <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 40%; text-align: center;"><u>Invoice Amt</u></th> <th style="width: 55%; text-align: center;"><u>Date</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> </tbody> </table> Total Dollars Unpaid: \$ _____		<u>Invoice Amt</u>	<u>Date</u>	1.			2.			3.		
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3.																									
	<u>Invoice Amt</u>	<u>Date</u>																							
1.																									
2.																									
3.																									

Prime Contractor:	Contact Person:

****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 Maryland Department of Transportation State Highway Administration Office of Equal Opportunity 211 E. Madison Street, MLL3 Baltimore, MD 21202 Email: shacompliance@sha.state.md.us
--	--

Signature: _____ Date: _____

(Required)

ATTACHMENT 2 - MBE Form D-7

MINORITY CONTRACTOR UNAVAILABILITY CERTIFICATE

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)

(Title)

(Number)

(Street)

(City)

(State)

(Zip)

(Signature)

(Date)

Note: Certified minority business enterprise must complete Section II

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

I hereby certify that the firm of _____ MBE Cert.# _____

(Name of MBE Firm)

located at _____

(Number)

(Street)

(City)

(State) (Zip)

was offered the opportunity to bid on project number _____, ON _____

(Date)

by _____

(Prime 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)

ATTACHMENT 3 – TASK ORDER AGREEMENT

CATS+ TORFP #J02B3400051 OF MASTER CONTRACT #060B2490023

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

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 #J02B3400051.
 - b. “CATS+ TORFP” means the Task Order Request for Proposals #J02B3400051, dated MONTH DAY, 2013, including any addenda.
 - c. “Master Contract” means the CATS+ Master Contract between the Maryland Department of Information Technology and TO Contractor dated April 22, 2013.
 - d. “TO Procurement Officer” means Joseph Palechek. 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 TO Requesting Agency and TO 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 supersede the Master Contract.
 - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS+ 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 _____, commencing on the date of Notice to Proceed and terminating on **Month Day, 2013**.

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

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

TO Contractor Name

By: Type or Print TO Contractor POC

Date

Witness: _____

STATE OF MARYLAND, State Highway Administration

By: Thomas P. Hickey,
Director of Procurement, MDOT

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.
2. Only labor categories proposed in the Master Contractors Financial 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. This summary is to be submitted with the Technical Proposal.

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

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

**ATTACHMENT 5 – LABOR CATEGORY PERSONNEL RESUME SUMMARY
(CONTINUED)**

Proposed Individual’s Name: _____ Prime or Sub Contractor Company Name (of proposed Resource): _____ Office Resource Proposed: _____ Technology(s) Resource Proposed For: _____	How does the proposed individual meet each requirement?
LABOR CATEGORY TITLE – (INSERT LABOR CATEGORY NAME)	
Education: (Insert the education description from the CATS+ RFP from Section 2.16 for the applicable labor category.) <i>Provide dates in the format of MM/YYYY</i>	
Experience: (Insert the experience description from the CATS+ RFP from Section 2.16 for the applicable labor category.) <i>Provide dates in the format of MM/YYYY</i>	
Duties: (Insert the duties description from the CATS+ RFP from Section 2.16 for the applicable labor category.)	

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

Contractor’s Contract Administrator:

 Signature Date

Proposed Individual:

 Signature Date

SUBMIT WITH TECHNICAL PROPOSAL

SIGNATURE REQUIRED AT THE TIME OF THE INTERVIEW

ATTACHMENT 6 – NON-DISCLOSURE AGREEMENT (OFFEROR)

This Non- Disclosure Agreement (the "Agreement") is made this ___ day of _____ 20___, by and between _____ (hereinafter referred to as "the OFFEROR ") and the State of Maryland (hereinafter referred to as" the State").

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS+ TORFP #J02B3400051 for SHA Web Support Services TORFP. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to this project. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information described above, the OFFEROR agrees as follows:

1. OFFEROR will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received under Section 1.7, except in connection with the preparation of it's TO Proposal.
2. Each employee or agent of the OFFEROR who receives or has access to the Confidential Information shall execute a copy of this Agreement and the OFFEROR shall provide originals of such executed Agreements to the State. Each employee or agent of the OFFEROR who signs this Agreement shall be subject to the same terms, conditions, requirements and liabilities set forth herein that are applicable to the OFFEROR.
3. OFFEROR shall return the Confidential Information to the State within five business days of the State's Notice of recommended award. If the OFFEROR does not submit a Proposal, the OFFEROR shall return the Confidential Information to **TO Procurement Officer, TO Requesting Agency** 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

ATTACHMENT 7 – NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made as of this ____ day of _____, 20____, by and between the State of Maryland (“the State”), acting by and through its State Highway Administration (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 **TORFP Title TORFP No. J02B3400051** dated _____, (the “TORFP”) issued under the Consulting and Technical Services 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 this project (the “Confidential Information”).

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

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

TO Agreement between the TO Contractor and the State.

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

TO Contractor/TO Contractor’s Personnel

State Highway Administration:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SUBMIT AS REQUIRED IN THE TORFP

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

Printed Name and Address
of Employee or Agent

Signature

Date

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

ATTACHMENT 8 – TO CONTRACTOR SELF-REPORTING CHECKLIST

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

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

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

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 9 – Performance Evaluation

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

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

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

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

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

INTERPERSONAL RELATIONSHIPS (Continued)	Evaluation				
	Far Exceeds Standards	Exceeds Standards	Meets Standards	Below Standards	Far Below Standards
Tact			Consistently polite, respectful of others; considers the viewpoints of others; has a positive effect on people	Marginally polite and respectful; reluctantly considers the viewpoint of others	Rude and disrespectful; infrequently considers viewpoint of others; has a negative effect on people
Adaptability To Change	Presents positive out-look on changes and adjustments to work assignments or procedures; always includes suggestions or solutions as part of constructive criticism; motivation and productivity unaffected by unanticipated changes	Readily accepts change and adjustments to work assignments or procedures; usually makes suggestions or solutions as part of constructive criticism; motivation and productivity minimally affected by unanticipated changes	Accepts changes and adjustments to work assignments or procedures; criticizes constructively; cooperative in dealing with unanticipated changes	Does not easily accept changes and adjustments to work assignments or procedures; criticism not always constructive; not generally cooperative in dealing with unanticipated changes	Resistant to changes and adjustments to work; criticisms are not warranted; uncooperative in dealing with unanticipated changes

WORK HABITS	Evaluation				
	Far Exceeds Standards	Exceeds Standards	Meets Standards	Below Standards	Far Below Standards
Meeting Targets & Timetables	Performs at levels better than targets; early with timetables and deadlines	Always meets targets, timetables and deadlines; always prompt and prepared for meetings and other scheduled events	Consistently meets targets, timetables and deadlines; consistently prompt and prepared for meetings and other scheduled events	Inconsistent in meeting targets, timetables <u>or</u> deadlines; inconsistent in promptness <u>or</u> preparation for meetings <u>or</u> other scheduled events	Frequently does not meet targets, timetables, <u>or</u> deadlines; frequently lacks promptness <u>or</u> preparation for meetings <u>or</u> other scheduled events
Communication with TO Manager	Anticipates developments or delays making appropriate adjustments; works independently with little or no supervision	Always keeps TO Manager informed of key developments; responds quickly and appropriately to unanticipated delays or developments; works independently with minimal supervision	Consistently keeps TO Manager informed of key developments and/or delays; responds to routine developments appropriately; works with general supervision	Inconsistent in keeping TO Manager informed of delays <u>or</u> developments; some routine developments require supervisory guidance; requires close supervision	Frequently does not keep TO Manager informed of developments <u>or</u> delays; routine developments often require supervisory guidance; requires constant supervision
Use of Time	Completes all regular assigned work plus additional assignments; plans productive activities in advance to fill any idle time	Usually completes additional assigned work and completes all regularly assigned duties; finds productive activities to fill any idle time	Completes all assigned work in time allocated; use of idle time does not interfere with work of others	Inconsistent in completing assigned work in time allocated; seldom completes additional tasks	Frequently does not perform regularly assigned work in time allocated; use of idle time negatively impacts work
Organization of Work Environment	Always maintains clean, organized work environment; always practices, maintains and promotes safe work habits; always properly maintains and cares for equipment		Consistently maintains clean, organized work environment; consistently practices and maintains safe work habits; consistently maintains and cares for equipment properly	Inconsistent in maintaining clean, organized work environment; inconsistent in practicing <u>or</u> maintaining safe work habits; inconsistent in properly maintaining <u>or</u> caring for equipment	Frequently does not maintain clean, organized work environment; frequently does not practice safe work habits; frequently does not properly maintain <u>or</u> care for equipment

JOB KNOWLEDGE	Evaluation				
	Far Exceeds Standards	Exceeds Standards	Meets Standards	Below Standards	Far Below Standards
Policies/ Procedures/ Practices	Appropriately uses and interprets correct policies, procedures, and practices and frequently makes recommendations to improve them	Appropriately uses and interprets correct policies, procedures, and practices and occasionally makes recommendations to improve them	Appropriately uses correct policies, procedures, and practices	Inconsistently uses correct policies, procedures, and practices	Rarely uses correct policies, procedures, and practices
Organizational Skills	Systematically and innovatively manages activities, information and resources and makes recommendations for improvement	Systematically manages activities, information and resources and makes some recommendations for improvement	Proficiently manages activities, information and resources	Ineffectively manages some activities, information and resources	Rarely manages activities, information and resources
Equipment/ Technology	Develops and uses innovative applications of equipment/technology	Familiar with and appropriately uses equipment/technology	Basic familiarity with equipment/technology	Some understanding of the administration's or unit's equipment/technology	Little or no understanding of the administration's or unit's equipment/technology
Terminology	Appropriately uses and clearly explains terminology of the administration and unit; keeps abreast of new concepts and terminology	Familiar with and appropriately uses terminology of the administration and unit	Basic familiarity with terminology of the administration and unit	Some understanding of the administration's or unit's terminology	Little or no understanding of the administration's or unit's terminology

JOB QUALITY	Evaluation				
	Far Exceeds Standards	Exceeds Standards	Meets Standards	Below Standards	Far Below Standards
Completion of Assignments	Works independently with broad direction and little or no follow up; self-motivated to complete assignments	Independently completes assignments with minimal direction and follow up	Independently completes assignments with routine supervision	Occasionally unable to complete assignments independently; requires frequent supervision and follow up	Requires direct supervision while performing all aspects of routine assignments
Problem Solving	Anticipates potential problems and acts accordingly; makes an effort to prevent recurring problems	Recognizes and analyzes complex problems and takes appropriate action or recommends effective, creative solutions	Recognizes and analyzes routine problems and takes appropriate action	Occasionally recognizes problems; experiences some difficulty with analysis; requires some assistance to develop workable solutions	Rarely recognizes problems; experiences extreme difficulty with analysis; recommends ineffective solutions or unable to recommend solutions
Accuracy	Work performed at the highest level of accuracy; errors extremely rare, always minor	Work performed at a high level of accuracy; errors usually minor in nature	Work performed at an acceptable level of accuracy	Work performed occasionally at an unacceptable level of accuracy; frequent errors	Work performed with frequent and recurrent errors in routine assignments
Work Process/ Product/Services	Develops highest quality work product or demonstrates highest quality of services	Thoroughly researches, analyzes, and prepares high quality work product or provides high quality services	Thoroughly researches and efficiently prepares product at acceptable standards or provides services at acceptable	Has difficulty with work process/product/ services; occasionally unable to meet an acceptable standard of quality	Rarely meets acceptable standards of quality

Working Under Pressure	Efficiently and effectively performs all assignments regardless of distractions or pressure situations	Frequently handles difficult pressure situations and distractions without affecting performance; reprioritizes workload as needed	Appropriately handles routine pressure situations and distractions of the job while maintaining normal workload	Low tolerance to some pressure situations or distractions which hinder job performance	Rarely able to work under pressure situations or handle distractions
JOB QUANTITY	Evaluation				
	Far Exceeds Standards	Exceeds Standards	Meets Standards	Below Standards	Far Below Standards
Volume of Work	Always produces more than required	Frequently produces more than required	Produces the required volume of work	Occasionally fails to meet requirements	Rarely meets requirements

**ATTACHMENT 10 – SAMPLE STATUS REPORT
SHA Web Support Services Task Order**

Week Ending:	Date:
Report Prepared by:	Task Number:
TO Contractor:	
Task Name: SHA Web Support Services	

Name	Labor Category	Hours Expended for the Week	Cumulative Hours Expended

ACTIVITIES COMPLETED:

Resource 1 Name:

Project 1 or Task 1: (Hours spent)

- Subtasks of project or task.

Project 2 or Task 2: (Hours spent)

- Subtasks of project or task.

Resource 2 Name:

Project 1 or Task 1: (Hours spent)

- Subtasks of project or task.

Project 2 or Task 2: (Hours spent)

- Subtasks of project or task.

ACTIVITIES IN PROGRESS:

Resource 1 Name:

- Activity

Resource 2 Name:

- Activity

NEXT WEEK'S PLANNED ACTIVITIES:

Resource 1 Name:

- Activity

Resource 2 Name:

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- Activity

ACTIVITIES ON HOLD/ISSUES:

Resource 1 Name:

- Activity / Issue

Resource 2 Name:

- Activity / Issue

ACTIVITIES REQUIRING OVERTIME AND TIME USED:

Resource	Date	Hours	Comments

ACTION ITEMS:

Resource	Item	Status	Comments

ATTACHMENT 11 - KNOWLEDGE SKILLS AND ABILITIES
Traceability Matrix for Proposed Resources

INSTRUCTIONS:

1. Attachment 11 – Knowledge Skills and Abilities Traceability Matrix for Proposed Resources is contained in a separate Microsoft Excel file and attached to the solicitation. TO Contractors must submit this completed MS Excel file along with their Technical Proposal.
2. General Requirements apply to all four (4) resources and this entire section needs to be complete. Where there is a time requirement such as three months experience, you must provide the dates from and to showing an amount of time that equals or exceeds mandatory time requirement; in this case, three months. If a resource has a separation of work experience for a particular requirement, you must enter multiple dates from and to for each work experience to account for the requirement that can be verified from the resources resume.
3. The Specific Requirements apply to only those resources required for the specialized technology. Example: Where the requirement is for three (3) resources to have five (5) years of experience with Microsoft IIS Administration, three (3) resources and no more than three (3) must be identified and required to have this data completed.

Where there is a time requirement such as three months experience, you must provide the dates from and to showing an amount of time that equals or exceeds mandatory time requirement; in this case, three months. If a resource has a separation of work experience for a particular requirement, you must enter multiple dates from and to for each work experience to account for the requirement that can be verified from the resources resume.

4. In addition to the minimum qualifications specified in the general requirements and specific language requirements sections, additional evaluation points would be awarded to those TO Contractors who propose candidates that satisfy the preferred secondary requirements.
5. Where resources have experienced in the multiple languages identified in the specific requirements beyond what language they are primarily being proposed under, their secondary skill sets should be identified in the first section under the preferred secondary requirements “Experience with multiple primary programming languages specified in Section 2.12”.

ATTACHMENT 12 – SAMPLE WORK ORDER

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

ATTACHMENT 13 - CERTIFICATION REGARDING INVESTMENTS IN IRAN

Authority: State Finance & Procurement, §§17-701 – 17-707, Annotated Code of Maryland [Chapter 447, Laws of 2012].

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: _____

ATTACHMENT 14 – LIVING WAGE AFFIDAVIT OF AGREEMENT

Contract No. _____
Name of Contractor _____
Address _____
City _____ State _____ Zip Code _____

If the Contract is Exempt from the Living Wage Law

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

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

If the Contract is a Living Wage Contract

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

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

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

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

Name of Authorized Representative: _____
Signature of Authorized Representative: _____
Date: _____ Title: _____
Witness Name (Typed or Printed): _____
Witness Signature & Date: _____

Attachment 15 - CRIMINAL BACKGROUND CHECK AFFIDAVIT

AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

A. I hereby affirm that _____ (Master Contractor) _____ has complied with Section 2.4, Security Requirements of the Department of Information Technology’s Consulting Technical Services Master Contract Number 060B2490023 (CATS +) hereto as Exhibit A.

B. I hereby affirm that the _____ (Master Contractor) _____ has provided _____ (Agency) _____ with a summary of the security clearance results for all of the candidates that will be working on Task Order _____ (Title and Number) _____ and all of these candidates have successfully passed all of the background checks required under Section 2.4.3.2 of the CATS + Master Contract. Master Contractors hereby agrees to provide security clearance results for any additional candidates at least seven (7) days prior to the date the candidate commences work on this Task Order.

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

Master Contractor

Typed Name

Signature

Date