



Consulting and Technical Services Plus (CATS+)

TASK ORDER REQUEST FOR PROPOSALS (TORFP)

SHA TECHNOLOGY PLANNER / ENTERPRISE ARCHITECT

CATS+ TORFP #J02B3400059

MARYLAND DEPARTMENT OF TRANSPORTATION (MDOT)

STATE HIGHWAY ADMINISTRATION (SHA)

SMALL BUSINESS RESERVE ONLY

ISSUE DATE: TUESDAY, OCTOBER 15, 2013

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KEY INFORMATION SUMMARY SHEET

This CATS+ TORFP J02B3400059 is issued to obtain the services necessary to satisfy the requirements defined in Section 2 - Scope of Work. All CATS+ Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. Master Contractors choosing not to submit a proposal shall submit a Master Contractor Feedback form. The form is accessible via your CATS+ Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu. In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS+ RFP issued by the Maryland Department of Information Technology (DoIT) and subsequent Master Contract Project Number 060B2490023, including any amendments.

TORFP Title:	SHA Technology Planner/Enterprise Architect
TO Project Number:	J02B3400059
Functional Area:	Functional Area 2 - Web and Internet Systems
TORFP Issue Date:	Tuesday October 15, 2013
Questions Due Date and Time:	Thursday, October 24, 2013 at 2:00 p.m. EST
Closing Date and Time:	Wednesday, November 6, 2013 at 2:00 p.m. EST
TORFP Issuing Agency:	MDOT SHA Office of Information Technology (OIT)
Send Questions and Proposals to:	TO Procurement Officer: Joseph Palechek Telephone Number: 410-865-1129 Email Address: jpalechek@mdot.state.md.us
TO Procurement Officer:	Joseph Palechek Office Phone: 410-865-1129 Email Address: jpalechek@mdot.state.md.us
TO Manager:	Brian B. Alula Office Phone: 410-545-8691 Email Address: kteitt@sha.state.md.us
TO Type:	Time and Material
Period of Performance:	Notice to Proceed until Not to Exceed (NTE) Five (5) years
MBE Goal:	0%
Small Business Reserve (SBR):	Yes
Primary Place of Performance:	SHA Headquarters, Office of Information Technology 707 N. Calvert St., Baltimore, MD 21202
TO Pre-Proposal Conference:	No Pre-Proposal Conference will 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, achieving on budget/on time/on target (e.g., within scope) completion of the Scope of Work.

1.2 TO AGREEMENT

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

1.3 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the date and exact time stated in the Key Information Summary Sheet above. The date and time of submission is determined by the exact 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) or .PDF. **Please note that the MDOT email system has an 8 MB limit on email transmission.** You may submit your proposal in two or more email submissions, if necessary, as long as you clearly indicate the total number of email submissions to be received. The "subject" line in the e-mail submission shall state the TORFP #J02B3400059. The first file will be the TO Technical Proposal to this TORFP and titled, "CATS+ TORFP # J02B3400059 Technical". The second file will be the TO Financial Proposal to this CATS+ TORFP and titled, "CATS+ TORFP #J02B3400059 Financial". The following proposal documents shall be submitted with required signatures as .PDF files with signatures clearly visible:

Attachment 1 – Price Proposal

Attachment 2 – MBE Forms D1 and 2 (if applicable)

Attachment 4 - Conflict of Interest and Disclosure Affidavit

Attachment 5 – Labor Category Personnel Resume Summary

Attachment 6 – Non Disclosure Agreement (Offeror) – (Required prior to Proposal Submission)

Attachment 11 – Knowledge Skills and Abilities Traceability Matrix for Proposed Resources

Attachment 13 – Certification Regarding Investments in Iran

Attachment 14 – Living Wage Affidavit

Attachment 15 – Small Business Reserve Affidavit

Certifications – (if applicable)

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

1.4 ORAL PRESENTATIONS/INTERVIEWS

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

The TO Manager will determine if the interview will be conducted in person or via telephone. However, to ensure consistency in the evaluation, only one option will be selected for this TORFP after bids are received and all bidders will be required to participate in oral presentations through the same method.

1.5 MINORITY BUSINESS ENTERPRISE (MBE) (If Applicable)

A Master Contractor that responds to this TORFP shall complete, sign, and submit all required MBE documentation (Attachment 2 - Forms A and B) 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 shall do so impartially and without any conflicts of interest. Each Master Contractor shall complete and include a Conflict of Interest Affidavit in the form included as Attachment 4 this TORFP with its TO Proposal. If the TO Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of COMAR 21.05.08.08A, the TO Procurement Officer may reject a Master Contractor's TO Proposal under COMAR 21.06.02.03B.

Master Contractors 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 is available for potential Offerors to review at a reading room at the State Highway Administration (SHA) Headquarters, 707 N. Calvert Street, Baltimore, Maryland 21202 address located in the Office of Information Technology (OIT), 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

DoIT is responsible for contract management oversight on the CATS+ Master Contract. As part of that oversight, DoIT has implemented a process for self-reporting contract management activities of CATS+ TOs. This process shall typically apply to active TOs for operations 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.

1.9 IRANIAN NON-INVESTMENT

All proposals shall be accompanied by a completed Certification Regarding Investments in Iran. A copy of this Certification is included as Attachment 13 of this TORFP.

1.10 LIVING WAGE

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

A proposal submitted by an Offeror shall be accompanied by a completed Living Wage Affidavit of Agreement. See Attachment 14 for a copy of the Living Wage Affidavit Agreement.

1.11 QUESTIONS

All questions shall 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.

1.12 TRAVEL REIMBURSEMENT

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

1.13 SMALL BUSINESS RESERVE (SBR) PROCUREMENT

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

SECTION 2 - SCOPE OF WORK

2.1 PURPOSE

MDOT, on behalf of the SHA, is issuing this CATS+ TORFP to obtain assistance in providing a Technology Planning/Enterprise Architecture function within the SHA OIT. The role of the Technology Planner/Enterprise Architect will be to plan, coordinate and facilitate research and deployment of information technologies throughout SHA. There may also be the opportunity for the resource to work, perform research, and attend meetings or other events related to State initiatives in locations other than Headquarters or Hanover complexes.

The goal of this TORFP is to acquire the services of one (1) qualified resource to provide Technology Planning/Enterprise Architecture.

In 2005, SHA undertook an IT strategic planning initiative. A recommendation that came from that effort was for SHA to establish a function called Technology Planning, “whose role is to plan, coordinate and deploy technology throughout SHA.” The responsibilities include “examining emerging technologies and determining how to best leverage them at SHA, implementing existing and new technologies, reviewing new technology & its architecture to ensure that there is no conflict with existing applications, and defining a process to test the new technology.” Establishing this function will provide the following benefits to SHA:

- “To be proactive in deploying emerging technologies that will benefit SHA”
- “Leverage existing and new technologies across SHA to obtain maximum benefit”
- “Maximize benefits of new technologies”
- “Make best use of funds for the benefit of the entire organization.”

Examples of technologies which are new to SHA and will have an SHA-wide impact, and which therefore require the services of a Technology Planner/Enterprise Architect, include the research and planning in the use of secured mobile technologies to improve the delivery of services to SHA personnel and customers and the research and planning in the use of Network, Data & Application Security Management Tools and Programs, Open Source and “Cloud Computing” technologies. **These are examples only.** SHA desires a Technology Planning/Enterprise Architect to proactively identify and evaluate new technologies for their potential applicability to SHA.

2.2 REQUESTING AGENCY BACKGROUND

The SHA, as one entity within MDOT, is responsible for all aspects of planning roadway improvements; designing new highways, bridges and reconstruction jobs; managing construction projects after contracts are awarded; and performing maintenance on 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. It includes the following information pertinent to SHA:

*SHA Headquarters is located at 707 North Calvert Street in Baltimore. The Administration has seven district offices, with at least one maintenance shop in every county. SHA’s maintenance activities include bridge and pavement repairs, snow removal, mowing, and upkeep of signs, markings and lighting on all state highways.

*SHA, in conjunction with the Maryland State Police, manages an intelligent transportation system called Coordinated Highways Action Response Team (CHART). The system uses closed-circuit television cameras, variable message signs, radar speed sensors, traveler advisory radio, emergency traffic patrols, pavement weather sensors and other computerized equipment all connected to Maryland’s 24-hour

Statewide Operations Center (SOC) in Hanover, near Baltimore Washington International Airport. The SOC is located between SHA's Office of Traffic and Safety and SHA's Office of Maintenance. All traffic engineering systems and safety programs are coordinated through the Office of Traffic and Safety.

*SHA OIT provides strategic direction and coordination of information technology (IT) resources within SHA. This includes guiding the research, acquisition and deployment of new information technologies within SHA. In an effort to ensure that IT initiatives within SHA mesh with SHA's business plan and have executive level support, an IT Steering Committee was formed in 2005, composed of the SHA Administrator, the three Deputy Administrators, and a cross-section of Senior Managers, including a District Engineer. This Committee meets monthly to review requests for IT systems/applications; to prioritize new requests and existing efforts based upon their level of support to SHA's Business Plan, cost-benefit analysis, risk assessment, and available resources; and to review and prioritize technology research efforts.

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.
- *TO Contractor Key Management Personnel* – Representative of the TO Contractor who oversee their personnel assigned under this TO. This representative will be the point of contact for managing and correcting any disputes related to this TO. This representative will also be responsible for the preparation and submittal of invoices by the due date defined in this TO as well as any other correspondence relating to this TO and its activities.
- *MDOT Contract Management Office (CMO)* – The CMO is responsible for management of the contract after award.

2.4 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 the resource proposed.

In addition to the TO Contractor resource professional development training, each TO Contractor resource assigned to work on-site at an SHA facility and or SHA project site, for a period of three months or longer, regardless of the number of days worked per week, shall be required to take the following four (4) MANDATORY TRAINING COURSES given to all SHA employees and on-site TO Contractors:

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

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

The on-site TO Contractor resource shall be required to provide certification of training completion. 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 all training certificates to the TO Contractor for their 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 eight (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

2.5.1 FUNCTIONAL/BUSINESS REQUIREMENT

At a minimum, the work to be accomplished by the TO Contractor personnel under this TORFP shall include the following business & technical requirements:

ID #	Functional / Business Requirements
2.5.1.1	Research and evaluate emerging technologies and determine how to best leverage them at SHA
2.5.1.1.1	Identify and research new technologies, evaluating their applicability to SHA business functions
2.5.1.1.2	Examine their compatibility with existing technology, ensuring consistency with the State and MDOT’s enterprise architecture
2.5.1.1.3	Provide technology briefings to the IT Steering Committee (ITSC) & Project Review Committee (PRC) on emerging technology
2.5.1.1.4	Perform cost-benefit analyses
2.5.1.1.5	Review new technology, ensuring that there is no conflict with existing applications or recommending a migration path as a part of implementing the new technology.
2.5.1.1.6	Provide recommendations to the ITSC & PRC on whether or not to pursue implementation of specific technology, demonstrating linkage between investment in that technology and the SHA Business Plan
2.5.1.1.7	Recommend development, and implementation priorities for multiple initiatives
2.5.1.1.8	Shall work with the Project Manager, conduct training for end users, assist in Information Security programs including data classification efforts as necessary.
2.5.1.2	Implement existing and new technologies
2.5.1.2.1	Establish detailed short-term and long-term plans for implementation of new technology, including providing input to the budget requests for the acquisition and implementation of the technology
2.5.1.2.2	Form Technology Task Force(s) from a cross-section of SHA business areas and/or MDOT Transportation Business Units (TBUs) to guide implementation of new technology
2.5.1.2.3	Provide periodic status briefings to the IT Steering Committee (ITSC) & Project

	Review Committee (PRC)
2.5.1.2.4	Provide guidance to OIT staff developing RFP and/or TORFP requirements for acquisition and implementation of technology
2.5.1.2.5	Define processes to test new technologies for potential use at SHA
2.5.1.2.6	Coordinate with appropriate OIT staff to define training needs and to acquire/provide training
2.5.1.2.7	Participate in the OIT's Level of Effort (LOE) meetings to estimate the size of new requested IT initiatives
2.5.1.2.8	Enter information into OIT's portfolio management software (Innotas) including status updates and time spent on projects
2.5.1.2.9	Author, contribute to, or review documents pertaining to future architecture, target architecture for specific projects, and system design for potential projects.
2.5.1.2.10	Contribute to requirements, development and design efforts as necessary for projects assigned.
2.5.1.3	Solicit input from SHA business areas
2.5.1.3.1	Establish two-way communications with SHA business areas to understand business functions and pain-points which may be alleviated through implementation of new technology
2.5.1.3.2	Solicit suggestions for technologies to investigate, possibly based upon R & D efforts within those functional areas of other State DOTs
2.5.1.4	<p>Represent SHA on various MDOT Information Technology Groups, including the MDOT Security Working Group (SWG) and the Network Architecture Working Group (NAWG)</p> <p>The SWG is responsible for assessing the security impact of all requested changes to the MDOT enterprise network. As such it is important that the Technology Planner/Enterprise Architect have a deep understanding of information security protocols.</p> <p>The NAWG is responsible for planning the long-term network architecture that will be supported for the MDOT enterprise.</p>
2.5.1.5	Support Disaster Recovery Planning and Execution as directed and following the SHA Disaster Recovery Plan.

2.5.2 NON-FUNCTIONAL, NON-TECHNICAL REQUIREMENT

At a minimum, the work to be accomplished by the TO Contractor personnel under this TORFP shall include the following non-functional and non-technical requirements:

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 per Section 2.4.
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 writers' documentation for correctness
2.5.2.7	TO Contractor personnel shall maintain workstations, including cleaning and reinstalling after a re-image
2.5.2.8	TO Contractor personnel shall perform quarterly/bi-annual/annual tasks associated with technology planning projects
2.5.2.9	TO Contractor personnel shall attend technology training outlined in Section 2.4 "Professional Development", as the business need requires.

2.5.3 WORK HOURS

- A. 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).
- B. In addition to "A." above, services may also involve some evening and/or weekend hours performing planned system upgrades in addition to core business-day hours. Hours performing system upgrades shall be billed on actual time worked at the rates proposed.
- C. In the event of a reduction in State revenues and a subsequent reduction in allocated budget, the TO Contractor personnel shall be required to participate in the State mandated Service Reduction Days as well as State Furlough Days. In this event, the TO Master 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.

2.6 BACKUP/DISASTER RECOVERY

The SHA outlines its complete application restoration strategy for each application in its Disaster Recovery Plan. The Technology Planner/Enterprise Architect 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):

- A. Assist OIT staff, including developers & network engineers who attempt to restore the application installation directly from the Business Day Backup archive.
- B. If "A." is not feasible, assist retrieving the source code from Team Foundation Server and reinstall/configure the application manually.
- C. In either case, once the application has been re-implemented / restored, the Technology Planner/Enterprise Architect helps the developer reconnect the application to its data center, either its normal data center, or to a version restored from Business Day Backups by the Database Administration section.
- D. Assist in any additional modules or connections required for normal operation are re-implemented / restored.
- E. Assist the developer testing the application for correctness and declares it ready for operational use if no further corrective action is required.

2.7 HARDWARE, SOFTWARE, AND MATERIALS

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

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

2.9 PERFORMANCE PROBLEM MITIGATION

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

- The TO Manager will notify the TO Contractor and MDOT Contract Management Office (CMO) in writing describing the problem and delineating remediation requirements;
- The TO Contractor shall 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.

2.10 SUBSTITUTION OF PERSONNEL

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

2.11 DELIVERABLES

2.11.1 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.

2.11.2 DELIVERABLE DESCRIPTIONS/ACCEPTANCE CRITERIA

ID #	Deliverable Description	Acceptance Criteria	Due Date / Frequency
2.11.2.1	Deliverable A – Weekly Status Reports	A MS Word document that shall document: <ul style="list-style-type: none"> • Activities completed • Activities in progress • Next week’s planned activities • Activities on hold/issues • Activities requiring overtime • Action Items 	Receipt by close of business Friday following the previous week.
2.11.2.2	Deliverable B – Monthly Invoices	Contains content defined in Section 2.15.1 and accurately reflects time worked.	Receipt by the 10th day of each month with specified content.

2.12 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 Transportation Enterprise Data Network standards and MDOT Configuration Control Board procedures.
- The State of Maryland Policies and Procedures for Vehicle Fleet Management at www.dbm.maryland.gov – keyword: Fleet Management (View Subfolder “Fleet Management Services”).
- The State IT 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.

2.13 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.

2.14 TO CONTRACTOR PERSONNEL MINIMUM QUALIFICATIONS

The SHA is issuing this CATS+ TORFP to obtain a minimum of one (1) highly qualified Technology Planner/Enterprise Architect resource.

2.14.1 MANDATORY MINIMUM QUALIFICATIONS

The Master Contractor’s proposed staff shall demonstrate for each proposed resource expertise in the following:

- A. The TO Contractor’s proposed staff shall possess at least a Bachelor’s degree in Information Technology or a related field.
- B. The TO Contractor’s proposed staff shall demonstrate at least five (5) years of experience as an Information Technology Planner/Enterprise Architect. Planning experience shall include:
 - Structured research and evaluation of emerging technologies.
 - Cost-benefit / return-on-investment analysis of technology.
 - Developing detailed short-term and long-term plans for research, development, and implementation.
 - Establishing strategies for linking proposed investments in IT to corporate business plans.
- C. The TO Contractor’s proposed staff shall have excellent verbal and written communication skills, and coordination and organizational skills. Attachment 5 shall demonstrate at least three (3) years of experience where these skills were applied.

2.14.2 ADDITIONAL PREFERRED SECONDARY QUALIFICATIONS:

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

- Experience with SharePoint 2010
- Salesforce Platform
- VMWare
- Windows Server 2012
- MS SQL Server 2008
- MS SQL Server 2012
- QlickView Development
- SQL Server Reporting Services (SSRS)
- Crystal Reports Development
- ArcGIS, ArcServer, ArcSDE, and ArcMobile Development
- Python
- XML
- AJAX
- Flex
- Silverlight
- HTML
- HTML5
- Visual Basic 6.0
- Visual Basic.NET
- ASP.NET
- ASP 3.0
- Delphi 6 and / or 2005

It is desirable that the TO Contractor's proposed staff hold certifications in enterprise architecture (e.g. TOGAF, CEA, FEA(F), etc.) and information security (e.g. CISM, CISSPP, etc).

2.15 INVOICE PROCESSING

2.15.1 SUBMISSION

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 SUBMISSION PROCEDURE.

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 documenting charges for labor in accordance with the Financial proposal for the Master Contract.

Invoices and all required documentation shall reflect the first day of the month through the last day of the month, **only**. Any piece of documentation showing hours worked the days before or after any given documented month will be incorrect and the contractor will be required to re-submit the entire package. Any documentation received after the 10th day of any month will be late and payment to the Master Contractor will be delayed. If the 10th of any month falls on a weekend,

government holiday, or State of Maryland Service Reduction day, all documentation is due the last government business day prior.

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

2.15.2 INVOICE SUBMISSION PROCEDURE

- A. A proper invoice shall identify SHA, labor category, associated TO Agreement number and Title, date of invoice, period of performance covered by the invoice, the SHA issued BPO Number and a TO Contractor point of contact with telephone number.
- B. The TO Contractor shall send the original of each invoice and supporting documentation (itemized billing reference for employees, including detail of work) to:
 1. E-Mail: sha-oit-invoices@sha.state.md.us for OIT assigned resources
 2. The TO Project Manager's name shall be shown on the E-mail Subject Line
- C. Invoices for final payment shall be clearly marked as "FINAL" and submitted when all work requirements have been completed and no further charges are to be incurred under the TO Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.

2.16 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 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. 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.

2.17 PREMISES AND OPERATIONAL SECURITY

Prior to commencement of the work, TO Contractor employees and subcontractors to be assigned to perform work under the resulting TO 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.

NOTE: The Awarded TO Contractor shall submit a notarized Criminal Background Check Affidavit (Attachment 12) prior to the commencement of work; attesting that a CJIS background has been conducted on all resources selected to work on this TORFP.

SECTION 3 - TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1 REQUIRED RESPONSE

Each Master Contractor receiving this CATS+ TORFP shall respond within the submission time designated in the Key Information Summary Sheet. Each Master Contractor is required to submit one of two possible responses: 1) a proposal; or 2) a completed Master Contractor Feedback Form. The feedback form helps the State understand for future contract development why Master Contractors did not submit proposals. The form is accessible via 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. If not point shall be deducted. 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 Attachment 5 – Labor Category Resume Summary for all TO proposed personnel by labor category (maximum of two (2) resources). The summaries shall include the dates from and to which must equal or exceed each identified mandatory time requirement. 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. Dates shall include month and year (MM/YYYY). The Master Contractor can submit up to 2 resources for consideration; however, only one (1) resource will be selected to fulfill the requirements of this TORFP. The Attachment 5 shall demonstrate prominently the required level of expertise required under Section 2.5, the minimum required qualifications as specified in Section 2.14.1, and any other preferred experience as specified in Section 2.14.2. 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.
2. Complete and provide Attachment 11 - Knowledge Skills and Abilities Traceability Matrix for Proposed Resources.

C. MBE, SBE, and VSBE Participation

The Master Contractor shall be a Small Business Enterprise (SBE) certified entity.

D. Subcontractors

Identify all proposed subcontractors, including MBEs, and their roles in the performance of Section 2 - Scope of Work.

E. Master Contractor and Subcontractor Personnel 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, email 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 (MM/YY to MM/YY). If the Master Contractor is no longer providing the services, explain why not.

2. State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any entity of the State of Maryland. For each identified contract, the Master Contractor shall provide:
 - a. Name of organization.
 - b. Point of contact name, title, email 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 (MM/YY to MM/YY). If the Master Contractor is no longer providing the services, explain why not.
 - e. Dollar value of the contract.
 - f. Whether the contract was terminated before the original expiration date.
 - g. Whether any renewal options were not exercised.

Note: State of Maryland experience can be included as part of E 1 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 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 TO Financial Proposal, all rates fully loaded, pricing valid for 120 days. Attachment shall not be altered in any way.
- C. Proposed rates are not to exceed the rates defined in the Master Contract.
- D. Submit as a separate file.

SECTION 4 – TASK ORDER AWARD PROCESS

4.1 OVERVIEW

The TO Contractor resource will be selected from among all eligible Master Contractors' resources within the appropriate functional area responding to the CATS+ TORFP. In making 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.

4.2 TECHNICAL PROPOSAL EVALUATION CRITERIA

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

- A. Personnel experience required in Section 3.2.1 B and E.
- B. Experience with multiple programming languages specified in Section 2.14.2.
- C. The Master Contractor and Subcontractor Resources Experience and Capabilities as specified in Section 3.2.1.E1 and E2.
- D. The Master Contractor's understanding of the TORFP Scope of Work based on the required response in Section 3.2.1.A.
- E. 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 qualifications in Section 2.14.1 and quality of responses to Section 3.2.1 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 will conduct interviews of all personnel proposed in each TO Proposal that meets minimum qualification. Interviews will be conducted in person.
- C. Qualified TO Proposal responses deemed technically qualified will have their TO Financial Proposal considered and their TO Financial Proposals will 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.

4.4 COMMENCEMENT OF WORK UNDER A TASK ORDER 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, a Purchase Order, and by a Notice to Proceed authorized by the TO Manager.

ATTACHMENT 1 – PRICE PROPOSAL

PRICE PROPOSAL FOR CATS+ TORFP #J02B3400059 LABOR CATEGORIES

Labor Categories	A	B	C
	Hourly Labor Rate	Total Class Hours	Total Proposed CATS+ TORFP Price
Technology Planner/Enterprise Architect (Master Contractor to insert Proposed labor category for this TORFP)		Estimated *Hours adjusted based on State Holidays and State mandated service reduction days.	
<u>Proposed Resource:</u>			
TO Term #1 June 1, 2014 - April 21, 2015 (Year 2 Master Contract rates apply here):			
(Resource Name / Labor Category) #1	\$	1715	\$
		Total Price Term 1	\$
<u>Proposed Resource:</u>			
TO Term #2 April 22, 2015 – April 21, 2016 - (Year 3 Master Contract rates apply here):			
(Resource Name / Labor Category) #1	\$	1960	\$
		Total Price Term 2	\$
<u>Proposed Resource:</u>			
TO Term #3 April 22, 2016 – April 21, 2017 - (Year 4 Master Contract rates apply here):			
(Resource Name / Labor Category) #1	\$	1960	\$
		Total Price Term 3	\$

<u>Proposed Resource:</u>			
TO Term #4 April 22, 2017 – April 21, 2018 - (Year 5 Master Contract rates apply here):			
(Resource Name / Labor Category) #1	\$	1960	\$
		Total Price Term 4	\$
<u>Proposed Resource:</u>			
TO Term #5 April 22, 2018 – April 21, 2019 - (Year 6 Master Contract rates apply here):			
(Resource Name / Labor Category) #1	\$	1960	\$
		Total Price Term 5	\$
<u>Proposed Resource:</u>			
TO Term #6 April 22, 2019 – May 31, 2019 - (Year 7 Master Contract rates apply here):			
(Resource Name / Labor Category) #1	\$	245	\$
		Total Price Term 6	\$
Total Evaluated Price for Term 1 through Term 6			\$

Authorized Individual Name	Company Name
Title	Company Tax ID #

The Hourly Labor Rate is the actual rate the State will pay for services and shall be recorded in dollars and cents. The Hourly Labor Rate cannot exceed the Master Contract Rate, but may be lower. Rates shall be fully loaded and include all direct and indirect costs and profit for the Master Contractor to perform under the TASK ORDER AGREEMENT. The total hours listed above are to be considered as estimates only and not to be construed as guaranteed billable hours. Actual hours will be compensated at the total number of hours performed. Pricing shall be valid for 120 days. This form shall not be altered.

SUBMIT AS A .PDF FILE WITH THE TO FINANCIAL PROPOSAL

ATTACHMENT 2 – MBE FORMS

TO CONTRACTOR DISADVANTAGED BUSINESS ENTERPRISE REPORTING REQUIREMENTS

CATS+ TORFP #J02B3400059

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
PAGE 1 OF 2

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

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

1. MBE Participation (PLEASE CHECK ONLY ONE)

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

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

OR

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

2. Additional MBE Documentation

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

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

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

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 <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. <u>TOTAL PERCENTAGE TO BE PAID TO THE SUBCONTRACTOR (STATE THIS PERCENTAGE AS A PERCENTAGE OF THE TOTAL CONTRACT VALUE- EXCLUDING PRODUCTS/SERVICES FROM SUPPLIERS, WHOLESALERS OR REGULAR DEALERS).</u> _____ % <u>(Percentage for purposes of calculating achievement of MBE Participation goal and subgoals, if any)</u> 3.2 <u>TOTAL PERCENTAGE TO BE PAID TO THE SUBCONTRACTOR FOR ITEMS OF WORK WHERE THE MBE FIRM IS BEING USED AS A SUPPLIER, WHOLESALER AND/OR REGULAR DEALER) (STATE THE PERCENTAGE AS A PERCENTAGE OF THE TOTAL CONTRACT VALUE AND THEN APPLY THE 60% RULE PER SECTION 6(E) IN PART 1 - INSTRUCTIONS).</u> _____ % Total percentage of Supplies/Products x _____ <u>60% (60% Rule)</u> _____ % <u>(Percentage for purposes of calculating achievement of MBE Participation goal and subgoals, if any)</u>

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/offeree 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. <u>TOTAL PERCENTAGE TO BE PAID TO THE SUBCONTRACTOR (STATE THIS PERCENTAGE AS A PERCENTAGE OF THE TOTAL CONTRACT VALUE- EXCLUDING PRODUCTS/SERVICES FROM SUPPLIERS, WHOLESALERS OR REGULAR DEALERS).</u> _____ % (Percentage for purposes of calculating achievement of MBE Participation goal and subgoals, if any) 3.2 <u>TOTAL PERCENTAGE TO BE PAID TO THE SUBCONTRACTOR FOR ITEMS OF WORK WHERE THE MBE FIRM IS BEING USED AS A SUPPLIER, WHOLESALER AND/OR REGULAR DEALER</u> (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-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 –MDOT MBE FORM D-5
MBE Prime Contractor Paid/Unpaid MBE Invoice Report
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 #: _____ 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:																																													
List all payments made to MBE subcontractor named above during this reporting period: <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 20%;">Invoice#</th> <th style="width: 75%;">Amount</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="2">Total Dollars Paid:</td> <td></td> </tr> <tr> <td colspan="2">\$ _____</td> <td></td> </tr> </tbody> </table>			Invoice#	Amount	1.			2.			3.			4.			Total Dollars Paid:			\$ _____			List dates and amounts of any outstanding invoices: <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 20%;">Invoice#</th> <th style="width: 75%;">Amount</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="2">Total Dollars Unpaid:</td> <td></td> </tr> <tr> <td colspan="2">\$ _____</td> <td></td> </tr> </tbody> </table>			Invoice#	Amount	1.			2.			3.			4.			Total Dollars Unpaid:			\$ _____		
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1.																																													
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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):																																													
(TO MANAGER OF APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS)		(AGENCY MBE LIASION OR APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS)																																											

SUBMIT AS INSTRUCTED IN TORFP.

ATTACHMENT 2 – MDOT MBE FORM D-6
Subcontractor Paid/Unpaid MBE Invoice Report
 Minority Business Enterprise Participation

Report#: _____	Contract#
Reporting Period (Month/Year): _____	Contracting Unit:
Report is due by the 10th of the month following the month the services were performed.	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.		List dates and amounts of any unpaid invoices over 30 days old.
Invoice Amount	Date	Invoice Amount Date
1.		1.
2.		2.
3.		3.
4.		4.
Total Dollars Paid: \$ _____		Total Dollars Unpaid: \$ _____
Prime Contractor:		Contact Person:
**Return one copy of this form to the following address (electronic copy with signature & date is preferred):		
TO MANAGER OF APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS)		(AGENCY MBE LIASION OR APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS)

Signature: _____ Date: _____
 (Required)

SUBMIT AS INSTRUCTED IN TORFP.

ATTACHMENT 3 – TASK ORDER AGREEMENT

CATS+ TORFP #J02B3400059 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, State Highway Administration.

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 #J02B3400059.
 - b. “CATS+ TORFP” means the Task Order Request for Proposals #J02B3400059, dated MONTH DAY, YEAR, including any addenda.
 - c. “Master Contract” means the CATS+ Master Contract between the Maryland Department of Information Technology and TO Contractor dated _____, 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 State Highway Administration 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 Proposal - Financial.
 - j. “TO Proposal” collectively refers to the TO Technical Proposal and TO Financial Proposal.
2. Scope of Work
 - 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supercede the Master Contract.
 - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS+ TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
 - a. The TO Agreement,
 - b. Exhibit A – CATS+ TORFP
 - c. Exhibit B – TO Proposal-Technical
 - d. Exhibit C – TO Proposal-Financial
 - 2.3 The TO Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the TO Agreement. No other order, statement or conduct of the TO Procurement Officer or any other person shall be treated as a change or entitle the TO Contractor to an equitable adjustment under

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

3. Time for Performance

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS+ 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, Year**.

4. Consideration and Payment

- 4.1 The consideration to be paid the TO Contractor shall be done so in accordance with the CATS+ TORFP and shall not exceed \$_____. 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 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. 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 2.10 for the applicable labor category.)	
Experience: (Insert the experience description from the CATS+ RFP from Section 2.10 for the applicable labor category.) Please include MM/YY to MM/YY	
Duties: (Insert the duties description from the CATS+ RFP from Section 2.10 for the applicable labor category.)	

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

TO Contractor’s Contract Administrator:

 Signature Date

Proposed Individual:

 Signature Date

SUBMIT WITH 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 #J02B440003 for TORFP SHA OPPE Application Business Services. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to this project. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information described above, the OFFEROR agrees as follows:

1. OFFEROR will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received, except in connection with the preparation of 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 SECTION 1.7 OF 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. J02B3400059 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 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 DESCRIBED IN THE TORFP INSTRUCTIONS

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 TO 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 TO 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>
Section 4 – MBE Participation
<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>
Section 5 – TO Change Management
<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 style="margin-left: 40px;"> Yes <input type="checkbox"/> No <input type="checkbox"/> Sections for change description, justification, and sign-off 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) Yes <input type="checkbox"/> No <input type="checkbox"/> A formal group charged with reviewing / approving / declining changes (e.g., change control board, steering committee, or management team)</p>
<p>C) Have any change orders been executed? Yes <input type="checkbox"/> No <input type="checkbox"/> (If yes, explain expected or actual impact on TO cost, scope, schedule, risk and quality) _____</p>

D) Is the change management procedure being followed?

Yes No (If no, explain why) _____

ATTACHMENT 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> latenesses have impact upon operations	Frequently not punctual, <u>or</u> latenesses have adverse impact upon operations
Compliance with TO Manager's Requirements for Pre-Approval of Leave	Always complies with TO Manager's requirements for pre-approval of leave		Usually complies with TO Manager's requirements	Inconsistent in compliance with requirements; minor violations of requirements	Frequently does not comply with requirements; several minor violations <u>or</u> a major infraction of requirements

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

INTERPERSONAL RELATIONSHIPS	Evaluation				
	Far Exceeds Standards	Exceeds Standards	Meets Standards	Below Standards	Far Below Standards
Customer Service	Consistently goes beyond the requirements to ensure that customer needs are met; consistently anticipates service needs of customers; consistently provides additional information or aid without request	Frequently goes beyond the requirements to ensure that customer needs are met; frequently anticipates service needs of customers; frequently provides additional information or aid without request	Always courteous and congenial with external and internal customers; provides requested assistance and information to others in a prompt and courteous manner	Marginally courteous; provides requested assistance and information to others in a less than prompt <u>or</u> courteous manner	Occasionally discourteous; occasionally does not provide assistance and information to others in a prompt <u>or</u> courteous manner
Communication	Facilitates clear and effective communication among involved parties; accurately interprets and transmits communications	Communicates clearly and concisely with a high degree of accuracy	Communicates openly; participates in team discussions	Rarely communicates openly; rarely participates in team discussion	Communicates ineffectively and unclearly
Cooperation			Actively cooperates with others to achieve goals of the organization; readily accepts direction from supervisors; supports team leader; develops and maintains cooperative working relationships with team and with others inside and outside the work unit	Reluctantly cooperates with others to achieve goals of the organization; reluctantly accepts direction from supervisors; minimally supports team leader; rarely develops and maintains 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 outlook on changes and adjustments to work assignments or procedures; always includes suggestions or solutions as part of constructive criticism; motivation and productivity unaffected by unanticipated changes	Readily accepts change and adjustments to work assignments or procedures; usually makes suggestions or solutions as part of constructive criticism; motivation and productivity minimally affected by unanticipated changes	Accepts changes and adjustments to work assignments or procedures; criticizes constructively; cooperative in dealing with unanticipated changes	Does not easily accept changes and adjustments to work assignments or procedures; criticism not always constructive; not generally cooperative in dealing with unanticipated changes	Resistant to changes and adjustments to work; criticisms are not warranted; uncooperative in dealing with unanticipated changes

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

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

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

Working Under Pressure	Efficiently and effectively performs all assignments regardless of distractions or pressure situations	Frequently handles difficult pressure situations and distractions without affecting performance; reprioritizes workload as needed	Appropriately handles routine pressure situations and distractions of the job while maintaining normal workload	Low tolerance to some pressure situations or distractions which hinder job performance	Rarely able to work under pressure situations or handle distractions
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 Technology Planner / Enterprise Architect Task Order

Week Ending:	Date:
Report Prepared by:	Task Number:
TO Contractor:	
Task Name: SHA Technology Planner – Enterprise Architect	

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.

ACTIVITIES IN PROGRESS:

Resource 1 Name:

- Activity

NEXT WEEK'S PLANNED ACTIVITIES:

Resource 1 Name:

- Activity

ACTIVITIES ON HOLD/ISSUES:

Resource 1 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 each of the resources proposed and this entire section needs to be complete for each resource proposed, with information being completed for up to two (2) resources. Where there is a time requirement such as three months experience, you shall 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 shall enter multiple dates from and to for each work experience to account for the requirement that can be verified from the resources Attachment 5. If the proposed personnel does not meet the requirement or have the specified experience, you shall specify the word “NONE” across from the description. All items shall be addressed with either a response or the word, none. If an item is not addressed properly, the proposed personnel will be disqualified from further consideration.
3. The Specific Requirements apply to only those resources required for the specialized technology. Example: Where the requirement is for four (4) Salesforce.com Programmers, four (4) resources and no more than four (4) must be identified and required to have this data completed.

Where there is a time requirement such as three months experience, you shall 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 shall enter multiple dates from and to for each work experience to account for the requirement that can be verified from the resources Attachment 5.

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 2.14.2.”

Attachment 11 - Knowledge, Skills and Abilities Traceability Matrix for Proposed Resources

The following minimum qualifications are mandatory!	Name: Resource #1	(Optional) Name: Resource #2
<i>Mandatory Minimum Qualifications</i>		
<ul style="list-style-type: none"> TO Contractor personnel proposed under this TORFP must possess at least a Bachelor's degree in Information Technology or a related field. 	Date From:	Date From:
	Date To:	Date To:
	Details:	Details:
<i>TO Contractor's proposed staff must demonstrate at least 5 (five) years progressive experience as an Information Technology Planner/Enterprise Architect. Planning shall include:</i>		
<ul style="list-style-type: none"> Progressive experience as an Information Technology Planner/Enterprise Architect. (5 years) 	Date From:	Date From:
	Date To:	Date To:
	Details:	Details:
<ul style="list-style-type: none"> Structured research and evaluation of emerging technologies. (5 years) 	Date From:	Date From:
	Date To:	Date To:
	Details:	Details:
<ul style="list-style-type: none"> Cost -benefit/ return-on-investment analysis of technology. (5 years) 	Date From:	Date From:
	Date To:	Date To:
	Details:	Details:
<ul style="list-style-type: none"> Development of detailed short-term and long-term plans for research, development, and implementation. (5 years) 	Date From:	Date From:
	Date To:	Date To:
	Details:	Details:
<ul style="list-style-type: none"> Establishing strategies for linking proposed investments in IT to corporate business plans. (5 years) 	Date From:	Date From:
	Date To:	Date To:
	Details:	Details:
<ul style="list-style-type: none"> TO Contractor's proposed staff must have excellent verbal and written communication, skills, and coordination and organization. Attachment 5 must demonstrate at least 3 (three) years experience where these skills were applied. 	Date From:	Date From:
	Date To:	Date To:
	Details:	Details:
<ul style="list-style-type: none"> It is <u>desirable</u> that the TO Contractor's proposed staff hold certifications in enterprise architecture (e.g. TOGAF, CEA, FEA(F), etc.) and information security (e.g. CISM, CISSPP, etc.) 	Date From:	Date From:
	Date To:	Date To:
	Details:	Details:
<i>Additional Preferred Secondary Qualifications</i>		
<ul style="list-style-type: none"> Experience with Sharepoint 2010 	Date From:	Date From:
	Date To:	Date To:

	Details:	Details:
• Salesforce Platform	Date From:	Date From:
	Date To:	Date To:
	Details:	Details:
• VMWare	Date From:	Date From:
	Date To:	Date To:
	Details:	Details:
• Windows Server 2012	Date From:	Date From:
	Date To:	Date To:
	Details:	Details:
• MS SQL Server 2008	Date From:	Date From:
	Date To:	Date To:
	Details:	Details:
• MS SQL Server 2012	Date From:	Date From:
	Date To:	Date To:
	Details:	Details:
• QlickView Development	Date From:	Date From:
	Date To:	Date To:
	Details:	Details:
• SQL Server Reporting Services (SSRS)	Date From:	Date From:
	Date To:	Date To:
	Details:	Details:
• Crystal Reports Development	Date From:	Date From:
	Date To:	Date To:
	Details:	Details:
• ArcGIS, ArcServer, ArcSDE, and ArcMobile Development	Date From:	Date From:
	Date To:	Date To:
	Details:	Details:
• Python	Date From:	Date From:
	Date To:	Date To:
	Details:	Details:
• XML	Date From:	Date From:
	Date To:	Date To:
	Details:	Details:

• AJAX	Date From:	Date From:
	Date To:	Date To:
	Details:	Details:
• Flex	Date From:	Date From:
	Date To:	Date To:
	Details:	Details:
• Silverlight	Date From:	Date From:
	Date To:	Date To:
	Details:	Details:
• HTML	Date From:	Date From:
	Date To:	Date To:
	Details:	Details:
• HTML 5	Date From:	Date From:
	Date To:	Date To:
	Details:	Details:
• Visual Basic 6.0	Date From:	Date From:
	Date To:	Date To:
	Details:	Details:
• Visual Basic .NET	Date From:	Date From:
	Date To:	Date To:
	Details:	Details:
• ASP.NET	Date From:	Date From:
	Date To:	Date To:
	Details:	Details:
• ASP 3.0	Date From:	Date From:
	Date To:	Date To:
	Details:	Details:
• Delphi 6 and/or 2005	Date From:	Date From:
	Date To:	Date To:
	Details:	Details:

Attachment 12 - 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 2.17, Security Requirements of Contract Number J02B3400059.

- 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 Contract Number J02B3400059, SHA Technology Planner/Enterprise Architect and all of these candidates have successfully passed all of the background checks required under Section 2.17 of Contract Number J02B3400059. 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 Contract.

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

Master Contractor

Typed Name

Signature

Date

ATTACHMENT 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- Small Business CONTRACT AFFIDAVIT

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

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

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

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

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

I AFFIRM THAT:

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

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

SMALL BUSINESS QUALIFICATION NUMBER: _____

Date of Most Recent Qualification: _____

DATE: _____

BY: _____
Signature (Authorized Representative and Affidavit)

NOTICE TO BIDDERS
SMALL BUSINESS RESERVE PROCUREMENT

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

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

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

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

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

Summary of Recommendations

1. Next Steps:

- a. This document is approved for release if MDOT agrees and accepts all final changes and completes remaining item listed

3. Editorial Comments

- a. Update Section cross-references and Attachment references throughout document (Note: Incorrect cross references is the most frequent Contract Amendment!)
- b. Update all highlighted items with solicitation-specific content
- c. Update requirements numbers to ensure requirements are unique and distinct.
- d. Define each acronym the first time it is used, and then use the acronym thereafter.

4. Actions ITPO performed on your behalf (for which change tracking may not have been on)

- a. Changed names from "Web" to "web" and other changes for consistency.
- b. Updated formatting and some grammar for readability.

5. Cleanup actions prior to release

- a. Remove all comments and remove all change tracking
- b. Update table of contents
- c. Update all section cross-references and Attachment references throughout document