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

Help Desk Support Management

CATS+ TORFP # J03B3400011

Maryland Port Administration (MPA)
Maryland Department of Transportation (MDOT)

ISSUE DATE: September 5, 2013
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KEY INFORMATION SUMMARY SHEET

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

<table>
<thead>
<tr>
<th>TORFP NAME:</th>
<th>Help Desk Support Management</th>
</tr>
</thead>
<tbody>
<tr>
<td>FUNCTIONAL AREA:</td>
<td>Systems Facility Management and Maintenance (SFMM) Functional Area 6</td>
</tr>
<tr>
<td>TORFP ISSUE DATE:</td>
<td>09/05/2013</td>
</tr>
<tr>
<td>Closing Date and Time:</td>
<td>10/10/2013 at 2:00 PM Eastern Time</td>
</tr>
<tr>
<td>TORFP Issuing Office:</td>
<td>Maryland Department of Transportation (MDOT) Maryland Port Administration (MPA) Information Services Department (ISD)</td>
</tr>
</tbody>
</table>
| Questions and Proposals are to be sent to: | Yamillette C. Waite TO Procurement Officer  
ycollett@mdot.state.md.us  
Questions are due: 9/19/2013 at 2:00 PM Eastern Time |
| TO Procurement Officer | Yamillette C. Waite  
Office Phone: 410-865-1123  
Office Fax: 410-865-1388 |
| TO Manager:          | Ray McKinney, Assistant Director II of ISD  
Office Phone: 410-385-4880  
FAX: 410-347-0770 |
| Project Number:      | J03B3400011                                                                                   |
| TO Type:             | Time and Material                                                                             |
| Period of Performance: | From Notice to Proceed through December 31, 2019                                            |
| MBE Goal:            | 0 %                                                                                            |
| Small Business Reserve (SBR): | No                                                                                      |
| Primary Place of Performance: | Maryland Port Administration  
401 East Pratt Street, Suite 1324  
Baltimore, Md. 21202 |
| State Furnish Work Site and/or Access to Equipment, Facilities or Personnel: | Office space (either cubicle or office) office furniture, office supplies, access to telephone and fax equipment (local use only), access to photocopier and printers, access to PC with email and internet services, system hardware & software to perform testing, parking. |
| TO Pre-Proposal Conference: | N/A                                                                                      |
SECTION 1 - ADMINISTRATIVE INFORMATION

1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT

The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement (TOA) scope issues, and for authorizing any changes to the TOA.

The TO Manager has the primary responsibility for the management of the work performed under the TOA; administration functions, including issuing written directions; ensuring compliance with the terms and conditions of the CATS+ Master Contract; and, in conjunction with the selected Master Contractor, achieving on budget/on time/on target (e.g., within scope) completion of the Scope of Work.

1.2 TO AGREEMENT

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

1.3 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the date and exact time stated in the Key Information Summary Sheet above. The date and time of submission is determined by the date and time of arrival in the TO Procurement Officer’s e-mail box. The TO Proposal is to be submitted via e-mail, not to exceed 8 MB, as two (2) attachments in MS Word format. The “subject” line in the e-mail submission shall state the TORFP # J03B3400011. The first file will be the TO Proposal technical response to this TORFP and titled, “CATS+ TORFP # J03B3400011Technical”. The second file will be the financial response to this CATS+ TORFP and titled, “CATS+ TORFP # J03B3400011Financial”. The following proposal documents shall be submitted with required signatures as .PDF files with signatures clearly visible:

- Attachment 1 – Price Proposal
- Attachment 4 - Conflict of Interest and Disclosure Affidavit
- Attachment 5 – Labor Category Personnel Resume Summary
- Certifications (If Applicable)
- Attachment 7 – Non-Disclosure Agreement (Offeror)
- Attachment 10 – Living Wage Affidavit of Agreement
- Attachment 12 – Criminal Background Check
- Attachment 13 – Iranian Non-Investment Certification

1.4 ORAL PRESENTATIONS/INTERVIEWS

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

1.5 TO PRE-PROPOSAL CONFERENCE

There will be no pre-proposal conference for this TORFP.

1.6 MINORITY BUSINESS ENTERPRISE (MBE)

Although an MBE subcontracting goal was not established for this solicitation, Minority Business Enterprises are highly encouraged to respond to this TORFP.
1.7 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.

1.8 CONFLICT OF INTEREST
The TO Contractor awarded the TOA shall provide Information Technology (IT) consulting services for State agencies or component programs within those agencies, and must do so impartially and without any conflict of interest. Each Master Contractor shall complete and include a Conflict of Interest Affidavit in the form included as Attachment 4 of 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.

1.9 NON-DISCLOSURE AGREEMENT
Certain system documentation may be available for potential Offerors to review at a reading room at the Maryland Port Administration 401 E. Pratt St., Baltimore, Md. 21202. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement in the form of Attachment 7. Please contact the TO Procurement Officer of this TORFP to schedule an appointment.

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

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

1.11 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES
The DoIT is responsible for contract management oversight on the CATS+ Master Contract. As part of that oversight, DoIT has implemented a process for self-reporting contract management activities of CATS+ task orders (TO). This process shall typically apply to active TOs for operations, maintenance, and support valued at $1 million or greater, but all CATS+ TOs are subject to review.

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

1.12 IRANIAN NON-INVESTMENT
A proposal submitted by an Offeror shall be accompanied by a completed Certification Regarding Investments in Iran. A copy of this Certification is included as Attachment 13 of this TORFP.
1.13 **LIVING WAGE**

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

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

1.14 **CHANGE ORDERS**

If the TO Contractor is required to perform work beyond the scope of Section 2 of this TORFP, or there is a work reduction due to unforeseen scope changes, a TO Change Order will be initiated. The TO Contractor and TO Manager shall negotiate a mutually acceptable price modification based on the TO Contractor’s proposed rates in the Master Contract and scope of the work change. No scope of work changes shall be performed until a change order is approved by DoIT and executed by the TO Procurement Officer.

1.15 **TRAVEL REIMBURSEMENT**

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

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SECTION 2 – SCOPE OF WORK

2.1 PURPOSE

The MPA is issuing this CATS+ TORFP to obtain one (1) resource under the Consulting and Technical Services Plus Master Contract. The information provided is necessary to prepare and submit proposals to meet MPA’s requirements for the system/facilities management and maintenance expertise and labor related to computer hardware and software installations, upgrades and help desk management as described in this TORFP.

MPA depends on this resource to play a leadership role and provide senior level expertise. Offerors responding to this scope of work shall only submit resumes of resources that possess proven experience and knowledge of the Transportation Business Unit’s (TBU) required tasks, software and hardware.

2.2 REQUESTING AGENCY INFORMATION

The Maryland Port Administration (MPA) is located at 401 East Pratt Street, Baltimore, Maryland 21202. The MPA is a business unit of MDOT and is responsible for the promotion of waterborne commerce in and out of the Port of Baltimore. The MPA operates the Dundalk Marine Terminal, Seagirt Marine Terminal, and North and South Locust Point Marine Terminals as well as two corporate offices at Dundalk Marine Terminal and the World Trade Center. The MPA is focusing its approach to effective and efficient delivery of government services through the implementation of Managing for Results, which is a management approach that focuses on results as well as processes.

2.3 MANAGEMENT ROLES AND RESPONSIBILITIES

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

TO Manager - The TO Manager has the primary responsibility for the management of the work performed under the TO Agreement; administration functions, including issuing written directions; ensuring compliance with the terms and conditions of the CATS + Master Contract; and, in conjunction with the selected Master Contractor(s), achieving on budget/on time/on target (i.e., within scope) completion of the Scope of Work.

The TO Manager will manage and coordinate all TO Contractor activities required by this TORFP. The TO Manager will oversee the activities and performances of all TO Contractor proposed resources provided by the Master Contractor(s) in support of this project.

TO Contractor - The TO Contractor’s primary point of contact for the project shall be identified by the TO Contractor. The TO Contractor’s primary point of contact shall, during the first week of every month, provide the TO Manager with original signed time sheet for the TO Contractor support personnel activities for the previous month.

MDOT Contract Management Office (CMO) – The CMO is responsible for management of the contract after award.
2.4 SYSTEM BACKGROUND AND DESCRIPTION

The MPA supports over three hundred (300) personal computers, laptops and other peripherals at three (3) main locations and three (3) remote sites. The operating environment includes Windows 2008, 2003, and 2000 Servers running VMWare, workstations running Microsoft 7, XP and related software and peripherals associated with computer networks and stand alone systems. The selected Contractor shall work with MPA employees to support user problems reported to the MPA’s Help Desk and the continuing evolution of equipment replacement (5 Year Cycle) and upgrades procured through the agency.

2.5 PROFESSIONAL DEVELOPMENT

Computer technology and software products continuously change. The TO Contractor shall ensure continuing education opportunities for the personnel provided. This education would be associated with the technologies currently utilized by the MPA or anticipated to be implemented by the MPA in the near future. With the TO Manager’s prior approval, the time allocated to these continuing education activities for staff deployed to the MPA on a full-time basis may be charged to this task order. Actual course costs are the responsibility of the TO Contractor.

2.6 REQUIREMENTS

2.6.1 TO CONTRACTOR PERSONNEL DUTIES AND RESPONSIBILITIES

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

1. Possess the required knowledge, skills, and abilities to support (install, configure, troubleshoot, and administer/manage) applications, systems, and/or hardware at the MPA.
2. Provide disaster recovery planning and documentation
3. Respond to outages, physical infrastructure issues and other equipment issues
4. Work with application group on network issues related to Oracle, Java, and various In House software applications. Work with DBA on database issues and problems.
5. Provide operations and maintenance support.
6. Coordinate with the NOC monitoring of system operations, security patches, system back-ups, troubleshooting of systems.
7. Develop requirements/specifications for hardware, software, and/or services.
8. Perform miscellaneous application installations and support
9. Perform server, workstation, device and application patching
10. Provide systems and application integration support
11. Perform backups, check backups, monitor jobs, add jobs Network Managed Services (NMS)
12. Perform Uninterruptible Power Supply (UPS) administration and services including:
   - Battery replacement
   - Configuration
13. Utilize Shavlik NetChk for patch management and McAfee EPO for anti-virus management.
14. Manage Active Directory to include creating and managing objects, group policies, login scripts, and profiles.
15. Develop project plans for current and future needs of the departmental infrastructure.
16. Be responsible for systems analysis, design, documentation, implementation of systems and applications. Including planning, acceptance testing, and security for computing platforms and networks.
17. Use MDOT’s service desk / asset management software to manage service, incident and change requests following MDOT / NMS standards and procedures.
18. Provide technical cross training as necessary.
19. Develop and maintain a life-cycle management program for all hardware and software applications.
20. Analyze and evaluate new and emerging technologies/products for their applicability and feasibility.
21. Ensure servers are current with firmware, drivers, patches and security updates.
22. Secure a server for local and remote access.
23. Create and manage network printers and files servers.
24. Assist, in certain instances and as requested by TO Manager, the MDOT’s current NMS Contractor on server problems.
25. Repair, install, upgrade, or reconfigure any of these items utilized within the agency.

2.7 WORK HOURS

A) The TO Contractor’s assigned personnel will work an eight-hour day, Monday through Friday except for State holidays. Once assigned, and personnel demonstrates an understanding of the MPA infrastructure, he/she will also be required to participate in a rotating emergency on-call schedule, providing non-business hours support.
B) Services may also involve some evening and/or weekend hours performing planned system upgrades in addition to core business-day hours. Hours performing system upgrades would be billed on actual time worked at the rates proposed.

2.8 SERVICE LEVEL AGREEMENT

The MPA Service Level Agreement (SLA) requires that 80% of monthly help desk tickets be resolved within 24 hours. The user shall be contacted within 1 hour of the ticket being assigned. All notes pertaining to the problem shall be documented in Maximo to the satisfaction of the TO Manager or designated supervisor.

<table>
<thead>
<tr>
<th>Service Levels</th>
<th>Phone Response</th>
<th>On-Site Response</th>
<th>Response Availability</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Urgent</td>
<td>15 minutes</td>
<td>1 hour</td>
<td>7 days/week, 24 hrs a day</td>
<td></td>
</tr>
<tr>
<td>High</td>
<td>1 hour</td>
<td>4 hours</td>
<td>7 days/week, 24 hrs a day</td>
<td></td>
</tr>
<tr>
<td>Normal</td>
<td>1 hour</td>
<td>1 work day</td>
<td>5 days/week, Mon-Fri, 8AM-5PM</td>
<td>On-site response to calls after 1PM may be by 9AM the next morning</td>
</tr>
</tbody>
</table>
2.8.1 PERFORMANCE EVALUATION
- TO Contractor personnel will be evaluated by the TO Manager on a quarterly basis for each assignment performed during that period. The established performance evaluation and standards are quality and expertise of services delivered per the requirements in Attachment 11.
- Assigned activities are completed in a timely and appropriate manner, ensuring minimum disruption to the customer, and in accordance with vendor licensing agreements and established policies.
- All connectivity, supporting hardware, and applications, including databases are performing as expected.
- Procedures are kept current and documented for distribution upon request. Information related to assign Support Service Requests is current and available for distribution upon request. Status of open Assigned Service Requests are documented and reported to affected customers.
- Hardware, databases and operating system patches are kept current.
- Interactions with staff and external vendors are done in a professional and non-disruptive manner.

Performance issues identified by the Agency are subject to the mitigation process described in Section 2.8.2 below.

2.8.2 PERFORMANCE PROBLEM MITIGATION

In the event the Agency is not satisfied with the performance of TO Contractor personnel, the mitigation process is as follows:
- The TO Manager will notify the TO Contractor and MDOT Contract Management Office in writing describing the problem and delineating remediation requirements;
- The TO Contractor shall have three (3) business days to respond with a written Remediation Plan;
- The Remediation Plan shall be implemented immediately upon acceptance by the TO Manager;
- Should performance issues persist, the TO Manager will notify MDOT CMO; and
- MDOT CMO will give written notice to the TO Contractor to request immediate removal, or substitution of the individual whose performance is at issue.

2.8.3 SUBSTITUTION OF PERSONNEL

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

After award, the Master Contract shall submit requests to the TO Manager and MDOT CMO. MDOT CMO and the TO Manager will perform a concurrent review of the request as follows:
- The TO Contractor may not substitute or temporarily reassign any TO Contractor personnel without the prior approval of the TO Manager.
- To replace any personnel, the TO Contractor shall submit resumes of the proposed personnel specifying their intended approved labor category.
- All proposed substitute personnel shall have qualifications equal to or better than those of the replaced personnel and shall be approved by the TO Manager.
- The TO Manager shall have the option to interview the proposed substitute personnel.
• After the interview, the TO Manager shall notify the TO Contractor of acceptance or denial of the requested substitution.

2.8.4 BACKUP / DISASTER RECOVERY

The TO Contractor shall perform backups of the web, application, and database servers on a regular basis. This shall include daily incremental backups and full weekly backups of all volumes of servers. Daily backups shall be retained for one month, and weekly backups shall be retained for two years, by the TO Contractor. Daily backups will be stored off-site by the TO Contractor. System backups for each of the listed servers will be on a quarterly basis, with two additional during the year, for a total of 6 system backups per server.

2.8.5 HARDWARE, SOFTWARE, AND MATERIALS

The TO Contractor will not be responsible for acquiring any hardware, software, or materials.

2.9 DELIVERABLES

<table>
<thead>
<tr>
<th>Deliverables</th>
<th>Acceptance Criteria</th>
<th>Due Date /Frequency</th>
</tr>
</thead>
</table>
| Deliverable A - Support Tickets    | The TO Contractor personnel will be provided access to the MPA’s service desk software where the TO Manager (or designee) will assign tickets for the TO Contractor personnel to complete.  
TO Contractor personnel shall be expected to:  
• Follow the SLA’s as defined in section 2.8  
• Resolve tickets in a timely manner (timeframes will vary depending on the complexity of the request)  
• Accurate time reporting on each service request (includes start and end times)  
• Update status of all assigned tickets on a daily basis  
• Enter complete resolution information into the work log of the ticket  
• Follow MPA’s procedures and policies regarding tickets  
• Accurate detailed reporting to include every task performed pertaining to each service request (no spelling or grammatical errors) | Daily               |
The TO Contractor personnel shall be required to enter all time spent in the service desk reporting system.

- The TO Contractor personnel will provide a weekly status/time report (from the service desk reporting system) to the TO Manager. The Service Desk status/time report shall be consistent with the timecard. If acceptable the TO Manager will sign for concurrence. The TO Contractor will submit these reports as part of the invoice backup.

### 2.10 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES

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

- The State’s System Development Life Cycle (SDLC) methodology
- The State Information Technology Security Policy and Standards
- The State of Maryland Enterprise Architecture.

### 2.11 TO CONTRACTOR PERSONNEL MINIMUM QUALIFICATIONS

The TO Contractor’s proposed resource shall meet the qualifications of the labor category(s) as identified in Section 2.10 of the CATS+ Master Contract. Failure to meet the qualifications of the labor category will disqualify a candidate from further evaluation.

Required knowledge, skills, and abilities include, but are not limited to, the support (install, configure, troubleshoot, and administer/manage) the following applications, systems, and/or hardware.

MDOT requires that all resources shall work in the best interest of MDOT with a spirit of cooperation. The TORFP contract resource may be assigned by MDOT to tasks managed by MDOT direct employees or external contractors engaged through other state contract vehicles.

Additionally, the personnel provided by the TO Contractor shall have a minimum of four (4) years recent experience with the following minimum qualifications that are mandatory to perform the specific duties of each TBU:

- Dell PCs, Panasonic laptops, stand-alone and networked printers, standalone and networked scanners, modems, and jet direct cards.
- Syncsort Backup Express 3.2
- IBM NetApp Storage
- VMware ESX 4.x
- VMware v Center
- Virtual Desktop Infrastructure
2.12 TO CONTRACTOR EXPERTISE REQUIRED

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

The TO Contractor’s staff shall demonstrate expertise in Microsoft software and network systems, including Windows Server 2000 and higher, Windows 2000 and higher Operating Systems. The TO Contractor’s staff shall be able to install and properly configure all operating systems.

The TO Contractor’s staff shall be proficient in TCP/IP, Microsoft Office 2000 Professional and later, Microsoft Outlook 2003 and later, MS Visio, MS Project, Internet browser (Microsoft Internet Explorer 6.x and higher), Attachmate, Adobe Acrobat, Photo Editor, Cisco VPN software and imaging software.

The TO Contractor’s staff may have the following preferred requirements:

- HP SAN fabric switches.
- HP SAN Creating LUNs and zones.
- HP Storage Area Networks. Configuring Command View EVA.
- Microsoft Windows Network Operating Systems to include Clustering Services
- Cisco Systems Catalyst 6500 Series Multi-Layer Switches, Sup 720
- Cisco Systems 2900 and 3700 Series Switches
- LAN DESK Management Suite
- Web server performance and tuning
- Administrations of IIS 6 and higher
- Occasional Tier 1 Coverage due to absence of MPA IT personnel
- SSL Support in Certificate management.
- CITRIX Metaframe

2.13 INVOICE SUBMISSION

Invoices will be submitted by the TO Contractor on a monthly basis by the 15th business day of each month for all work completed in the previous month. Invoices for O&M work shall be submitted within the first 5 business days of each month for the work performed in the previous month.

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

2.13.1 INVOICE FORMAT

A) A proper invoice shall identify the MPA labor category, associated TOA number, date of invoice, period of performance covered by the invoice, and a TO Contractor point of contact with telephone number.
B) The TO Contractor shall send the original of each invoice and supporting documentation (itemized billing reference for employees, including detail of work hours) submitted for payment to MPA at the following address:

Maryland Port Administration (MPA)
401 E. Pratt Street
Baltimore, Md. 21202
Attn: Accounts Payable – 11th Floor

C) Proper invoices for final payment shall be clearly marked as “FINAL” and submitted when all work requirements have been completed and no further charges are to be incurred under the TOA. In no event shall any invoice be submitted later than 60 calendar days from the TOA termination date.

2.14 PREMISES AND OPERATIONAL SECURITY

Prior to commencement of work, the TO Contractor employees and subcontractors to be assigned to perform work under the resulting Contract shall be required to submit background check certification to MVA from recognized Law Enforcement Agencies, including the FBI. The 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. MVA reserves the right to disqualify any TO Contractor employees or subcontractors whose background checks suggest conduct, involvements, and/or associations that MVA determines, in its sole discretion, may be inconsistent with the performance and/or security requirements set forth in this RFP. MVA reserves the right to perform additional background checks on the TO Contractor and subcontractor employees.

Further, the TO Contractor employees may be subject to random security checks during entry and leaving State secured areas. The State reserves the right to require the TO Contractor employees to be accompanied while in secured premises.

The TO Contractor employees shall, while on State premises, display their State issued identification cards without exception.

The 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.

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

The cost of complying with all security requirements specified herein are the sole responsibilities and obligations of the TO Contractor and its subcontractors and no such costs shall be passed through to or reimbursed by the State or any of its agencies or units.
NOTE: Awarded TO Contractor shall submit notarized affidavit (Attachment 12) prior to the commencement of work; stating that a CJIS background has been conducted on all resources selected to work on this RFP.
SECTION 3- TO 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 future contract development why Master Contractors did not submit proposals. The form is accessible via your CATS+ Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu.

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

3.2.1 THE TECHNICAL PORTION OF THE TO PROPOSAL SHALL INCLUDE:

A) Proposed Services

1) Requirements: A detailed discussion of the Master Contractor’s understanding of the work and the Master Contractor’s capabilities, approach and solution to address the requirements outlined in Section 2.

2) Assumptions: A description of any assumptions formed by the Master Contractor in developing the Technical Proposal.

B) Proposed Personnel

1) Identify and provide resumes for all proposed personnel by labor category.

2) Documentation certifying that all proposed personnel meet the minimum required qualifications and possess the required certifications in Section 2.6.1

3) Complete and provide at the interview, Attachment 5 – Labor Classification Personnel Resume Summary.

4) Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under this TOA.

C) MBE Participation

1) Not applicable to this TORFP. The Procurement Officer shall be contacted if the Master Contractor wishes to submit MBE participation.

D) Subcontractors

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

E) Master Contractor and Subcontractor Experience and Capabilities

1) Provide three (3) examples of work assignments that the proposed personnel have completed that were similar in scope to the one defined in this TORFP. Each of the three (3) examples, to be provided at the interview, shall include a reference complete with the following:

   a) Name of organization.

   b) Name, title, and telephone number of point-of-contact for the reference.
c) Type and duration of contract(s) supporting the reference.
d) The services provided, scope of the contract and performance objectives satisfied as they relate to the scope of this TORFP.
e) Whether the proposed personnel are still providing these services and, if not, an explanation of why services are no longer provided to the client organization.

2) State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five (5) years with any government entity of the State of Maryland. For each identified contract, the Master Contractor shall provide:

   a) The State contracting entity,
   b) A brief description of the services/goods provided,
   c) The dollar value of the contract,
   d) The term of the contract,
   e) Whether the contract was terminated prior to the specified original contract termination date,
   f) Whether any available renewal option was not exercised,
   g) The State employee contact person (name, title, telephone number and e-mail address.

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

F) State Assistance

   1) Provide an estimate of expectation concerning participation by State personnel.

G) Confidentiality

   1) A Master Contractor 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, should not be disclosed by the State under the Public Information Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland. Contractors are advised that, upon request for this information from a third party, the TO Procurement Officer will be required to make an independent determination regarding whether the information may be disclosed.

3.2.2 THE FINANCIAL RESPONSE OF THE TO PROPOSAL SHALL INCLUDE:

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

   B) Completed Financial (Price) Proposal - Attachment 1 including:

      The Master Contractor shall indicate on Attachment 1 the appropriate Labor Category being proposed, and the Fixed Hourly Labor Category Rate. Proposed rates are fully loaded and not to exceed the rates defined in the Master Contract.
SECTION 4 - PROCEDURE FOR AWARDING A TO AGREEMENT

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

4.2 TECHNICAL CRITERIA
The following are technical criteria for evaluating a TO Proposal in descending order of importance:
- The Master Contractor’s proposed solution and understanding of the TORFP Scope of Work based on the required response in Section 3.2.1.A.
- Personnel experience required in Section 3.2.1.B.

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

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

4.3.3 The State will conduct interviews of all personnel proposed in each TO Proposal that meets minimum qualifications.

4.3.4 Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.

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

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

PRICE PROPOSAL FOR CATS+ TORFP # J03B3400011
LABOR CATEGORY

<table>
<thead>
<tr>
<th>Labor Categories</th>
<th>A</th>
<th>B</th>
<th>C</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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</tr>
<tr>
<td><strong>Master Contractor shall insert proposed Labor Categories for this TORFP</strong></td>
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<td></td>
<td></td>
</tr>
<tr>
<td><strong>Year 1 (1/1/2014 – 12/31/2014)</strong></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Resource #1, Labor Category</td>
<td>$</td>
<td>1920</td>
<td>$</td>
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<tr>
<td><strong>Total Year #1</strong></td>
<td>$</td>
<td></td>
<td></td>
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<tr>
<td><strong>Year 2 (1/1/2015 – 12/31/2015)</strong></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Resource #1, Labor Category</td>
<td>$</td>
<td>1920</td>
<td>$</td>
</tr>
<tr>
<td><strong>Total Year #2</strong></td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Year 3 (1/1/2016 – 12/31/2016)</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Resource #1, Labor Category</td>
<td>$</td>
<td>1920</td>
<td>$</td>
</tr>
<tr>
<td><strong>Total Year #3</strong></td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Year 4 (1/1/2017 – 12/31/2017)</strong></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Resource #1, Labor Category</td>
<td>$</td>
<td>1920</td>
<td>$</td>
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<tr>
<td><strong>Total Year #4</strong></td>
<td>$</td>
<td></td>
<td></td>
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<tr>
<td><strong>Year 5 (1/1/2018 – 12/31/2018)</strong></td>
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<tr>
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</tr>
<tr>
<td><strong>Total Year #5</strong></td>
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<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Evaluated Price</strong></td>
<td>$</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Authorized Individual Name ____________________________

Company Name ____________________________

Title ____________________________

Company Tax ID# ____________________________

The Hourly Labor Rate is the actual rate that 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. Hourly Labor Rate shall be assumed to be an all inclusive rate which shall include any travel expenses. The total hours listed above are to be considered as estimates only, and not to be construed as a guaranteed billable hours. Actual hours will be compensated at the total number of hours performed.

SUBMIT WITH THE FINANCIAL RESPONSE
This Task Order Agreement (“TO Agreement”) is made this day of Month, 200X by and between MASTER CONTRACTOR and the STATE OF MARYLAND, TO Requesting Agency.

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 TO Requesting Agency, as identified in the CATS+ TORFP # J03B3400011.
   b. “CATS+ TORFP” means the Task Order Request for Proposals # J03B3400011, dated MONTH DAY, YEAR, including any addenda.
   c. “Master Contract” means the CATS+ Master Contract between the Maryland Department of Information Technology and MASTER CONTRACTOR dated ______.
   d. “TO Procurement Officer” means TO Procurement Officer. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
   e. “TO Agreement” means this signed TO Agreement between the TO Requesting Agency and MASTER CONTRACTOR.
   f. “TO Contractor” means the CATS+ Master Contractor awarded this TO Agreement, whose principal business address is ___________________.
   g. “TO Manager” means TO Manager of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
   h. “TO Proposal - Technical” means the TO Contractor’s technical response to the CATS+ TORFP dated date of TO Proposal – Technical.
   i. “TO Proposal – Financial” means the TO Contractor’s financial response to the CATS+ TORFP dated date of TO Proposal - FINANCIAL.

2. Scope of Work

2.1. This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supercede the Master Contract.

2.2. The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS+ TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
   a. The TO Agreement,
   b. Exhibit A – CATS+ TORFP
   c. Exhibit B – TO Proposal-Technical
   d. Exhibit C – TO Proposal-Financial

CATS+ TORFP Template for O&M, Final 9-5-13
2.3 The TO Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the TO Agreement. No other order, statement or conduct of the TO Procurement Officer or any other person shall be treated as a change or entitle the TO Contractor to an equitable adjustment under this section. Except as otherwise provided in this TO Agreement, if any change under this section causes an increase or decrease in the TO Contractor’s cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the TO Agreement price shall be made and the TO Agreement modified in writing accordingly. The TO Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the TO Contractor shall be allowed if asserted after final payment under this TO Agreement. Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause of the Master Contract. Nothing in this section shall excuse the TO Contractor from proceeding with the TO Agreement as changed.

3. Time for Performance.

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

4. Consideration and Payment

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

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

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

By: insert name, TO Procurement Officer ____________________________ Date

Witness: _______________________

CATS+ TORFP Template for O&M, Final 9-5-13
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:______________________________________

(Approved Representative and Affiant)
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 Technical proposal may be proposed under the CATS+ TORFP process.

3. For each person proposed in any of the labor categories, complete one Labor Category Personnel Resume Summary to document how the proposed person meets each of the minimum requirements. The summary is required at the time of the interview.

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

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

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

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

<table>
<thead>
<tr>
<th>LABOR CATEGORY TITLE – (INSERT LABOR CATEGORY NAME)</th>
<th>How does the proposed individual meet each requirement?</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Education:</strong></td>
<td>(Insert the education description from the CATS+ RFP from section 2.10 for the applicable labor category.)</td>
</tr>
<tr>
<td><strong>Experience:</strong></td>
<td>(Insert the experience description from the CATS+ RFP from section 2.10 for the applicable labor category.)</td>
</tr>
<tr>
<td><strong>Duties:</strong></td>
<td>(Insert the duties description from the CATS+ RFP from section 2.10 for the applicable labor category.)</td>
</tr>
</tbody>
</table>

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

**Contractor’s Contract Administrator:**

Signature ___________________________ Date __________________

**Proposed Individual:**

Signature ___________________________ Date __________________
ATTACHMENT 7 - NON-DISCLOSURE AGREEMENT (OFFEROR)

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

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS+ TORFP # J03B3400011 for TORFP Title. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to _____________________. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as “Confidential Information”. As a condition for its receipt and access to the Confidential Information referenced above, OFFEROR agrees as follows:

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

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

3. OFFEROR shall return the Confidential Information to the State within five business days of the State’s Notice of recommended award. If the OFFEROR does not submit a Proposal, the OFFEROR shall return the Confidential Information to 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

CATS+ TORFP Template for O&M, Final 9-5-13
ATTACHMENT 8 - NON-DISCLOSURE AGREEMENT (TO Contractor)

THIS NON-DISCLOSURE AGREEMENT ("Agreement") is made as of this ___ day of ______________, 200___, by and between the State of Maryland ("the State"), acting by and through its TO Requesting Agency (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 Help Desk Management TORFP No. J03B340001 dated ______________ (the “TORFP) issued under the Consulting and Technical Services Plus procurement issued by the Department, Project Number 060B2490023; and

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

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

1. Confidential Information means any and all information provided by or made available by the State to the TO Contractor in connection with the TO Agreement, regardless of the form, format, or media on or in which the Confidential Information is provided and regardless of whether any such Confidential Information is marked as such. Confidential Information includes, by way of example only, information that the TO Contractor views, takes notes from, copies (if the State agrees in writing to permit copying), possesses or is otherwise provided access to and use of by the State in relation to the TO Agreement.

2. TO Contractor shall not, without the State’s prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information provided by the State except for the sole and exclusive purpose of performing under the TO Agreement. TO Contractor shall limit access to the Confidential Information to the TO Contractor’s Personnel who have a demonstrable need to know such Confidential Information in order to perform under the TO Agreement and who have agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information. The names of the TO Contractor’s Personnel are attached hereto and made a part hereof as Exhibit A. Each individual whose name appears on Exhibit A shall execute a copy of this Agreement and thereby be subject to the terms and conditions of this Agreement to the same extent as the TO Contractor. TO Contractor shall update Exhibit A by adding additional names as needed, from time to time.

3. If the TO Contractor intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the TO Contractor’s performance of the TORFP or who will otherwise have a role in performing any aspect of the TORFP, the TO Contractor shall first obtain the written consent of the State to any such dissemination. The State may grant, deny, or condition any such consent, as it may deem appropriate in its sole and absolute subjective discretion.

4. TO Contractor hereby agrees to hold the Confidential Information in trust and in strictest confidence, to adopt or establish operating procedures and physical security measures, and to take all other measures necessary to protect the Confidential Information from inadvertent release or disclosure to unauthorized third parties and to prevent all or any portion of the Confidential Information from falling into the public domain or into the possession of persons not bound to maintain the confidentiality of the Confidential Information.

5. TO Contractor shall promptly advise the State in writing if it learns of any unauthorized use, misappropriation, or disclosure of the Confidential Information by any of the TO Contractor’s Personnel or the TO Contractor’s former Personnel. TO Contractor shall, at its own expense, cooperate with the State in seeking injunctive or other equitable relief against any such person(s).

6. TO Contractor shall, at its own expense, return to the Department, all copies of the Confidential Information in its care, custody, control or possession upon request of the Department or on termination of the TO Agreement.
7. A breach of this Agreement by the TO Contractor or by the TO Contractor’s Personnel shall constitute a breach of the TO Agreement between the TO Contractor and the State.

8. TO Contractor acknowledges that any failure by the TO Contractor or the TO Contractor’s Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the TO Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The TO Contractor consents to personal jurisdiction in the Maryland State Courts. The State’s rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages from the TO Contractor and the TO Contractor’s Personnel for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys’ fees and disbursements) that are attributable, in whole or in part to any failure by the TO Contractor or any of the TO Contractor’s Personnel to comply with the requirements of this Agreement, the TO Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.

9. TO Contractor and each of the TO Contractor’s Personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement and the TO Contractor shall provide originals of such executed Agreements to the State.

10. The parties further agree that:
   a. This Agreement shall be governed by the laws of the State of Maryland;
   b. The rights and obligations of the TO Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;
   c. The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;
   d. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;
   e. Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures; and
   f. The Recitals are not merely prefatory but are an integral part hereof.

Contractor/Contractor’s Personnel:                     TO Requesting Agency:

Name:__________________________           Name: _____________________________
Title:___________________________    Title:_______________________________
Date: ___________________________   Date: ______________________________

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP
ATTACHMENT 9 – TO CONTRACTOR SELF-REPORTING CHECKLIST

The purpose of this checklist is for CATS+ 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.

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

Section 1 – Task Orders with Invoices Linked to Deliverables

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

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

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

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

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

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

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

Section 3 – Substitution of Personnel

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

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

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

CATS+ TORFP Template for O&M, Final 9-5-13
<table>
<thead>
<tr>
<th>Question</th>
<th>Answer</th>
</tr>
</thead>
<tbody>
<tr>
<td>D) Was the substitute approved by the agency in writing?</td>
<td>Yes □ No □ (If no, explain why) _____</td>
</tr>
</tbody>
</table>

### Section 4 – MBE Participation

<table>
<thead>
<tr>
<th>Question</th>
<th>Answer</th>
</tr>
</thead>
<tbody>
<tr>
<td>A) What is the MBE goal as a percentage of the TO value? (If there is no MBE goal, skip to Section 5)</td>
<td>%</td>
</tr>
<tr>
<td>B) Are MBE reports D-5 and D-6 submitted monthly?</td>
<td>Yes □ No □ (If no, explain why) _____</td>
</tr>
</tbody>
</table>
| 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)) |
| D) Is this consistent with the planned MBE percentage at this stage of the project? | Yes □ No □ (If no, explain why) _____ |
| E) Has the Master Contractor expressed difficulty with meeting the MBE goal? | Yes □ No □  
  (If yes, explain the circumstances and any planned corrective actions) _____ |

### Section 5 – TO Change Management

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

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

If the Contract is Exempt from the Living Wage Law

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

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

If the Contract is a Living Wage Contract

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

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

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

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

Name of Authorized Representative: ______________________________________________
Signature of Authorized Representative: ____________________________________________
Date: ______________ Title: __________________________
Witness Name (Typed or Printed): _________________________________________________
Witness Signature & Date: ________________________________________________________
# ATTACHMENT 11 – PERFORMANCE EVALUATION

## DEPENDABILITY

<table>
<thead>
<tr>
<th></th>
<th>Far Exceeds</th>
<th>Exceeds</th>
<th>Meets</th>
<th>Below</th>
<th>Far Below</th>
<th>Raw Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lateness, Punctuality</td>
<td>5</td>
<td>3</td>
<td>2</td>
<td>1</td>
<td>1</td>
<td>+</td>
</tr>
<tr>
<td>Compliance with TO Manager’s Requirements for Pre-Approval of Leave</td>
<td>5</td>
<td>3</td>
<td>2</td>
<td>1</td>
<td>1</td>
<td>+</td>
</tr>
</tbody>
</table>

Total Raw Score

<table>
<thead>
<tr>
<th></th>
<th>Raw Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Raw Score</td>
<td>10</td>
</tr>
</tbody>
</table>

### Rating for Dependability

|                          | Far Exceeds | Exceeds | Meets | Below | Far Below | Raw Score |

## INITIATIVE

<table>
<thead>
<tr>
<th></th>
<th>Far Exceeds</th>
<th>Exceeds</th>
<th>Meets</th>
<th>Below</th>
<th>Far Below</th>
<th>Raw Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contribution</td>
<td>5</td>
<td>4</td>
<td>3</td>
<td>2</td>
<td>1</td>
<td>+</td>
</tr>
<tr>
<td>Advancement in the field</td>
<td>5</td>
<td>4</td>
<td>3</td>
<td>2</td>
<td>1</td>
<td>+</td>
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Total Raw Score

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<tbody>
<tr>
<td>Total Raw Score</td>
<td>10 - 9</td>
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</tbody>
</table>

### Rating for Initiative

|                          | Far Exceeds | Exceeds | Meets | Below | Far Below | Raw Score |

## INTERPERSONAL RELATIONSHIPS

<table>
<thead>
<tr>
<th></th>
<th>Far Exceeds</th>
<th>Exceeds</th>
<th>Meets</th>
<th>Below</th>
<th>Far Below</th>
<th>Raw Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Customer Service</td>
<td>5</td>
<td>4</td>
<td>3</td>
<td>2</td>
<td>1</td>
<td>+</td>
</tr>
<tr>
<td>Communication</td>
<td>5</td>
<td>4</td>
<td>3</td>
<td>2</td>
<td>1</td>
<td>+</td>
</tr>
<tr>
<td>Cooperation</td>
<td>5</td>
<td>4</td>
<td>3</td>
<td>2</td>
<td>1</td>
<td>+</td>
</tr>
<tr>
<td>Tact</td>
<td>5</td>
<td>4</td>
<td>3</td>
<td>2</td>
<td>1</td>
<td>+</td>
</tr>
<tr>
<td>Adaptability to Change</td>
<td>5</td>
<td>4</td>
<td>3</td>
<td>2</td>
<td>1</td>
<td>+</td>
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Total Raw Score

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</table>

### Rating for Interpersonal Relationships

|                          | Far Exceeds | Exceeds | Meets | Below | Far Below | Raw Score |

## WORK HABITS

<table>
<thead>
<tr>
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<th>Far Exceeds</th>
<th>Exceeds</th>
<th>Meets</th>
<th>Below</th>
<th>Far Below</th>
<th>Raw Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Meeting Target &amp; Timetables</td>
<td>5</td>
<td>4</td>
<td>3</td>
<td>2</td>
<td>1</td>
<td>+</td>
</tr>
<tr>
<td>Communication with TO Manager</td>
<td>5</td>
<td>4</td>
<td>3</td>
<td>2</td>
<td>1</td>
<td>+</td>
</tr>
<tr>
<td>Use of Time</td>
<td>5</td>
<td>4</td>
<td>3</td>
<td>2</td>
<td>1</td>
<td>+</td>
</tr>
<tr>
<td>Organization of Work Environment</td>
<td>5</td>
<td>3</td>
<td>2</td>
<td>1</td>
<td>1</td>
<td>+</td>
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</table>

Total Raw Score

<table>
<thead>
<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td>Total Raw Score</td>
<td>20 - 18</td>
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</tbody>
</table>

### Rating for Work Habits

|                          | Far Exceeds | Exceeds | Meets | Below | Far Below | Raw Score |

35
<table>
<thead>
<tr>
<th>JOB KNOWLEDGE</th>
<th>Far Exceeds</th>
<th>Exceeds</th>
<th>Meets</th>
<th>Below</th>
<th>Far Below</th>
<th>Raw Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Policies, Procedures, Practices</td>
<td>5</td>
<td>4</td>
<td>3</td>
<td>2</td>
<td>1</td>
<td>+</td>
</tr>
<tr>
<td>Organizational Skills</td>
<td>5</td>
<td>4</td>
<td>3</td>
<td>2</td>
<td>1</td>
<td>+</td>
</tr>
<tr>
<td>Equipment / Technology</td>
<td>5</td>
<td>4</td>
<td>3</td>
<td>2</td>
<td>1</td>
<td>+</td>
</tr>
<tr>
<td>Terminology</td>
<td>5</td>
<td>4</td>
<td>3</td>
<td>2</td>
<td>1</td>
<td>+</td>
</tr>
<tr>
<td>Total Raw Score</td>
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<td>17 - 14</td>
<td>13 - 10</td>
<td>9 - 6</td>
<td>5 - 4</td>
<td></td>
</tr>
<tr>
<td>Rating for Job Knowledge</td>
<td>Far Exceeds</td>
<td>Exceeds</td>
<td>Meets</td>
<td>Below</td>
<td>Far Below</td>
<td>Raw Score</td>
</tr>
<tr>
<td>JOB QUALITY</td>
<td>Far Exceeds</td>
<td>Exceeds</td>
<td>Meets</td>
<td>Below</td>
<td>Far Below</td>
<td>Raw Score</td>
</tr>
<tr>
<td>Timely Completion of Assignments</td>
<td>5</td>
<td>4</td>
<td>3</td>
<td>2</td>
<td>1</td>
<td>+</td>
</tr>
<tr>
<td>Problem Solving</td>
<td>5</td>
<td>4</td>
<td>3</td>
<td>2</td>
<td>1</td>
<td>+</td>
</tr>
<tr>
<td>Accuracy</td>
<td>5</td>
<td>4</td>
<td>3</td>
<td>2</td>
<td>1</td>
<td>+</td>
</tr>
<tr>
<td>Work Process / Product / Services</td>
<td>5</td>
<td>4</td>
<td>3</td>
<td>2</td>
<td>1</td>
<td>+</td>
</tr>
<tr>
<td>Working Under Pressure</td>
<td>5</td>
<td>4</td>
<td>3</td>
<td>2</td>
<td>1</td>
<td>+</td>
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<td>Total Raw Score</td>
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<td>22 - 18</td>
<td>17 - 13</td>
<td>12 - 8</td>
<td>7 - 5</td>
<td></td>
</tr>
<tr>
<td>Rating for Job Quality</td>
<td>Far Exceeds</td>
<td>Exceeds</td>
<td>Meets</td>
<td>Below</td>
<td>Far Below</td>
<td>Raw Score</td>
</tr>
<tr>
<td>JOB QUANTITY</td>
<td>Far Exceeds</td>
<td>Exceeds</td>
<td>Meets</td>
<td>Below</td>
<td>Far Below</td>
<td>Raw Score</td>
</tr>
<tr>
<td>Volume of Work</td>
<td>5</td>
<td>4</td>
<td>3</td>
<td>2</td>
<td>1</td>
<td>+</td>
</tr>
<tr>
<td>Total Raw Score</td>
<td>5</td>
<td>4</td>
<td>3</td>
<td>2</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Rating for Job Quantity</td>
<td>Far Exceeds</td>
<td>Exceeds</td>
<td>Meets</td>
<td>Below</td>
<td>Far Below</td>
<td>Raw Score</td>
</tr>
</tbody>
</table>

CATS+ TORFP Template for O&M, Final 9-5-13
<table>
<thead>
<tr>
<th>DEPENDABILITY</th>
<th>Evaluation</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Far Exceeds Standards</td>
</tr>
<tr>
<td>Lateness, Punctuality</td>
<td>No lateness, always punctual</td>
</tr>
<tr>
<td>Compliance with TO Manager’s Requirements for Pre-Approval of Leave</td>
<td>Always complies with TO Manager’s requirements for pre-approval of leave</td>
</tr>
<tr>
<td>INITIATIVE</td>
<td>Evaluation</td>
</tr>
<tr>
<td>----------------------------</td>
<td>-------------------------------------------------</td>
</tr>
<tr>
<td></td>
<td>Far Exceeds Standards</td>
</tr>
<tr>
<td>Contribution</td>
<td>Always participates in problem solving and/or making operational improvements; contributes constructive ideas and suggestions that have major impact</td>
</tr>
<tr>
<td>Advancement in the Field</td>
<td>Has applied concepts learned in training to improve operations of the organization/unit</td>
</tr>
<tr>
<td>INTERPERSONAL RELATIONSHIPS</td>
<td>Evaluation</td>
</tr>
<tr>
<td>-----------------------------</td>
<td>------------</td>
</tr>
<tr>
<td></td>
<td>Far Exceeds Standards</td>
</tr>
<tr>
<td>Customer Service</td>
<td>Consistently goes beyond the requirements to ensure that customer needs are met; consistently anticipates service needs of customers; consistently provides additional information or aid without request</td>
</tr>
<tr>
<td>Communication</td>
<td>Facilitates clear and effective communication among involved parties; accurately interprets and transmits communications</td>
</tr>
<tr>
<td>Cooperation</td>
<td>Actively cooperates with others to achieve goals of the organization; readily accepts direction from supervisors; supports team leader; develops and maintains cooperative working relationships with team and with others inside and outside the work unit</td>
</tr>
<tr>
<td>INTERPERSONAL RELATIONSHIPS (Continued)</td>
<td>Evaluation</td>
</tr>
<tr>
<td>----------------------------------------</td>
<td>------------</td>
</tr>
<tr>
<td>Far Exceeds Standards</td>
<td>Exceeds Standards</td>
</tr>
<tr>
<td><strong>Tact</strong></td>
<td>Consistently polite, respectful of others; considers the viewpoints of others; has a positive effect on people</td>
</tr>
<tr>
<td>Adaptability To Change</td>
<td>Present positive out-look on changes and adjustments to work assignments or procedures; always includes suggestions or solutions as part of constructive criticism; motivation and productivity unaffected by unanticipated changes</td>
</tr>
<tr>
<td>WORK HABITS</td>
<td>Evaluation</td>
</tr>
<tr>
<td>-------------</td>
<td>------------</td>
</tr>
<tr>
<td><strong>Meeting Targets &amp; Timetables</strong></td>
<td>Far Exceeds Standards</td>
</tr>
<tr>
<td>Performs at levels better than targets; early with timetables and deadlines</td>
<td>Always meets targets, timetables and deadlines; always prompt and prepared for meetings and other scheduled events</td>
</tr>
<tr>
<td><strong>Communication with TO Manager</strong></td>
<td>Anticipates developments or delays making appropriate adjustments; works independently with little or no supervision</td>
</tr>
<tr>
<td>Completes all regular assigned work plus additional assignments; plans productive activities in advance to fill any idle time</td>
<td>Usually completes additional assigned work and completes all regularly assigned duties; finds productive activities to fill any idle time</td>
</tr>
<tr>
<td><strong>Organization of Work Environment</strong></td>
<td>Always maintains clean, organized work environment; always practices, maintains and promotes safe work habits; always properly maintains and cares for equipment</td>
</tr>
<tr>
<td>JOB KNOWLEDGE</td>
<td>Far Exceeds Standards</td>
</tr>
<tr>
<td>------------------------</td>
<td>-----------------------</td>
</tr>
<tr>
<td>Policies/ Procedures/ Practices</td>
<td>Appropriately uses and interprets correct policies, procedures, and practices and frequently makes recommendations to improve them</td>
</tr>
<tr>
<td>Organizational Skills</td>
<td>Systematically and innovatively manages activities, information and resources and makes recommendations for improvement</td>
</tr>
<tr>
<td>Equipment/ Technology</td>
<td>Develops and uses innovative applications of equipment/technology</td>
</tr>
<tr>
<td>Terminology</td>
<td>Appropriately uses and clearly explains terminology of the administration and unit; keeps abreast of new concepts and terminology</td>
</tr>
<tr>
<td>JOB QUALITY</td>
<td>Evaluation</td>
</tr>
<tr>
<td>--------------------------</td>
<td>---------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td></td>
<td>Far Exceeds Standards</td>
</tr>
<tr>
<td>Completion of Assignments</td>
<td>Works independently with broad direction and little or no follow up; self-motivated to complete assignments</td>
</tr>
<tr>
<td>Problem Solving</td>
<td>Anticipates potential problems and acts accordingly; makes an effort to prevent recurring problems</td>
</tr>
<tr>
<td>Accuracy</td>
<td>Work performed at the highest level of accuracy; errors extremely rare, always minor</td>
</tr>
<tr>
<td>Work Process/Product/Services</td>
<td>Develops highest quality work product or demonstrates highest quality of services</td>
</tr>
<tr>
<td>Working Under Pressure</td>
<td>Efficiently and effectively performs all assignments regardless of distractions or pressure situations</td>
</tr>
<tr>
<td>JOB QUANTITY</td>
<td>Evaluation</td>
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<tr>
<td></td>
<td>Far Exceeds Standards</td>
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<td>Exceeds Standards</td>
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<td>Meets Standards</td>
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<td>Below Standards</td>
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<td>Far Below Standards</td>
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<tr>
<td>Volume of Work</td>
<td>Always produces more than required</td>
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<td>Frequently produces more than required</td>
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<td>Produces the required volume of work</td>
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<td></td>
<td>Occasionally fails to meet requirements</td>
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<td>Rarely meets requirements</td>
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AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

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

B. I hereby affirm that the ____(Master Contractor)________ has provided ______(Agency)____________ with a summary of the security clearance results for all of the candidates that will be working on Task Order J03B3400011 and all of these candidates have successfully passed all of the background checks required under Section 2.4.3.2 of the CATS + Master Contract. Master Contractors hereby agrees to provide security clearance results for any additional candidates at least seven (7) days prior to the date the candidate commences work on this Task Order.

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

___________________________________________
Master Contractor

___________________________________________
Typed Name

___________________________________________
Signature

___________________________________________
Date
EXHIBIT A

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

<table>
<thead>
<tr>
<th>Printed Name and Address of Employee or Agent</th>
<th>Signature</th>
<th>Date</th>
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CATS+ TORFP Template for O&M, Final 9-5-13
ATTACHMENT 13 CERTIFICATION REGARDING INVESTMENTS IN IRAN


List: The Investment Activities in Iran list identifies companies that the Board of Public Works has found to engage in investment activities in Iran; those companies may not participate in procurements with a public body in the State. “Engaging in investment activities in Iran” means:

- Providing goods or services of at least $20 million in the energy sector of Iran; or
- For financial institutions, extending credit of at least $20 million to another person for at least 45 days if the person is on the Investment Activities In Iran list and will use the credit to provide goods or services in the energy of Iran.

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

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

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

CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

(ii) it is not engaging in investment activities in Iran as described in State Finance & Procurement Article, §17-702.

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

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