



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

**IT Service Desk and Desktop Field Support**

**J03B5400001**

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

## TABLE OF CONTENTS

<b>SECTION 1 - ADMINISTRATIVE INFORMATION.....</b>	<b>5</b>
1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT.....	5
1.2 TO AGREEMENT.....	5
1.3 TO PROPOSAL SUBMISSIONS.....	5
1.4 ORAL PRESENTATIONS/INTERVIEWS.....	5
1.5 TO PRE-PROPOSAL CONFERENCE.....	5
1.6 MINORITY BUSINESS ENTERPRISE (MBE).....	6
1.7 QUESTIONS.....	6
1.8 CONFLICT OF INTEREST.....	6
1.9 NON-DISCLOSURE AGREEMENT.....	6
1.10 LIMITATION OF LIABILITY CEILING.....	6
1.11 IRANIAN NON-INVESTMENT.....	6
1.12 LIVING WAGE.....	6
1.13 CHANGE ORDERS.....	7
1.14 TRAVEL REIMBURSEMENT.....	7
<b>SECTION 2 – SCOPE OF WORK.....</b>	<b>8</b>
2.1 PURPOSE.....	8
2.2 REQUESTING AGENCY INFORMATION.....	8
2.3 MANAGEMENT ROLES AND RESPONSIBILITIES.....	8
2.4 SYSTEM BACKGROUND AND DESCRIPTION.....	9
2.5 PROFESSIONAL DEVELOPMENT.....	9
2.6 REQUIREMENTS.....	9
2.6.1 TO CONTRACTOR PERSONNEL DUTIES AND RESPONSIBILITIES.....	9
2.7 WORK HOURS.....	10
2.8 SERVICE LEVEL AGREEMENT.....	10
2.8.1 PERFORMANCE EVALUATION.....	11
2.8.2 PERFORMANCE PROBLEM MITIGATION.....	11
2.8.3 SUBSTITUTION OF PERSONNEL.....	11
2.8.4 HARDWARE, SOFTWARE, AND MATERIALS.....	12
2.9 DELIVERABLES.....	12
2.10 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES.....	12
2.11 TO CONTRACTOR PERSONNEL MINIMUM QUALIFICATIONS.....	13
2.12 INVOICE SUBMISSION.....	14
2.12.1 INVOICE FORMAT.....	14
2.13 PREMISES AND OPERATIONAL SECURITY.....	14
<b>SECTION 3 - TO PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS.....</b>	<b>16</b>
3.1 REQUIRED RESPONSE.....	16
3.2 FORMAT.....	16
<b>SECTION 4 - PROCEDURE FOR AWARDING A TO AGREEMENT.....</b>	<b>18</b>
4.1 EVALUATION CRITERIA.....	18
4.2 TECHNICAL CRITERIA.....	18
4.3 SELECTION PROCEDURES.....	18
4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT.....	18
<b>ATTACHMENT 1 - PRICE PROPOSAL.....</b>	<b>19</b>

**ATTACHMENT 2 – MBE FORMS .....20**  
**ATTACHMENT 3 - TASK ORDER AGREEMENT.....21**  
**ATTACHMENT 4 - CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE.....24**  
**ATTACHMENT 5 - LABOR CATEGORY PERSONNEL RESUME SUMMARY .....25**  
**ATTACHMENT 6 – PRE-PROPOSAL CONFERENCE .....27**  
**ATTACHMENT 7 - NON-DISCLOSURE AGREEMENT (OFFEROR).....28**  
**ATTACHMENT 8 - NON-DISCLOSURE AGREEMENT (TO CONTRACTOR) .....29**  
**ATTACHMENT 9 – TO CONTRACTOR SELF-REPORTING CHECKLIST.....31**  
**ATTACHMENT 10 – LIVING WAGE AFFIDAVIT OF AGREEMENT .....32**  
**ATTACHMENT 11 – PERFORMANCE EVALUATION .....33**  
**ATTACHMENT 12 - CRIMINAL BACKGROUND CHECK AFFIDAVIT .....43**  
**EXHIBIT A.....44**  
**ATTACHMENT 13 CERTIFICATION REGARDING INVESTMENTS IN IRAN .....45**

## 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.

<b>TORFP NAME:</b>	J03B5400001 IT Service Desk and Desktop Field Support
<b>FUNCTIONAL AREA:</b>	Systems Facility Management and Maintenance (SFMM) Functional Area 6
<b>TORFP ISSUE DATE:</b>	09/08/2014
<b>Closing Date and Time:</b>	09/29/2014 at 4:00 P.M.
<b>TORFP Issuing Office:</b>	Maryland Department of Transportation (MDOT) Maryland Port Administration (MPA) Information Services Department (ISD)
<b>Questions and Proposals are to be sent to:</b>	Yamillette C. Waite TO Procurement Officer <a href="mailto:ycollett@mdot.state.md.us">ycollett@mdot.state.md.us</a> Questions are due: 9/18/2014 at 2:00 PM Eastern Time
<b>TO Procurement Officer</b>	Yamillette C. Waite Office Phone: 410-865-1123 Office Fax: 410-865-1388
<b>TO Manager:</b>	Ken Kolarik Office Phone: 410-385-4886 FAX: 410-347-0770
<b>Project Number:</b>	<b>J03B5400001</b>
<b>TO Type:</b>	Time and Material
<b>Period of Performance:</b>	Five (5) Years from Notice to Proceed
<b>MBE Goal:</b>	0 %
<b>Small Business Reserve (SBR):</b>	No
<b>Primary Place of Performance:</b>	Maryland Port Administration 401 East Pratt Street, Suite 1324 Baltimore, Md. 21202
<b>State Furnish Work Site and/or Access to Equipment, Facilities or Personnel:</b>	Furnished cubicle or office, supplies, access to telephone, fax (local use only), photocopier, printers, PC with email and internet services, system hardware & software to perform testing, parking.
<b>TO Pre-Proposal Conference:</b>	September 15, 2014 – MDOT Hughes I Conference Room 7201 Corporate Center Dr. Hanover, MD 21076

## **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 (i.e.. 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 # J03B5400001. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS+ TORFP # J03B5400001Technical". The second file will be the financial response to this CATS+ TORFP and titled, "CATS+ TORFP # J03B5400001Financial". 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 13 – Iranian Non-Investment Certification

### **1.4 ORAL PRESENTATIONS/INTERVIEWS**

Offerors' proposed resource maybe required to make an oral presentation to State representatives in the form of interview. Significant representations made by an Offeror 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**

A Pre-proposal Conference will be held at the time, date, and location indicated on the Key Information Summary Sheet. Attendance at the pre-proposal conference is not mandatory, but all offerors are encouraged to attend in order to facilitate the preparation of their proposals. Seating at the pre-proposal conference will be limited to two (2) attendees per company. Attendees should bring a copy of the TORFP and a business card to help facilitate the sign-in process. As promptly as is feasible and subsequent to the pre-proposal conference, the attendance record and pre-proposal summary will be distributed via e-mail to all Master Contractors known to have received a copy of 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 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.

## **1.12 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.

### **1.13 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 MPA and MDOT and executed by the TO Procurement Officer.

### **1.14 TRAVEL REIMBURSEMENT**

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

**The remainder of this page is intentionally left blank.**

## 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. The MPA will initiate a change order to obtain any additional resources, if as required after award of this TO.

MPA depends on this resource to play a leadership role and provide senior level expertise. Offerors responding to this scope of work shall submit one (1) resume for a proposed resource that possesses 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 (4 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 the support (install, configure, troubleshoot, and administer/manage) applications, systems, and/or hardware at the MPA.
2. Respond to outages, physical infrastructure issues and other equipment issues.
3. 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.
4. Provide operations and maintenance support.
5. Coordinate with the NOC monitoring of system operations, security patches, system back-ups, troubleshooting of systems.
6. Develop requirements/specifications for hardware, software, and/or services.
7. Perform miscellaneous application installations and support.
8. Perform workstation, device and application patching.
9. Provide systems and application integration support.
10. Manage Active Directory to include creating and managing objects, group policies, login scripts, and profiles.
11. Be responsible for systems analysis, design, documentation, implementation of systems and applications.
12. Use MDOT's service desk / asset management software to manage service, incident and change requests following MDOT / NMS standards and procedures.
13. Provide technical cross training as necessary.
14. Develop and maintain a life-cycle management program for all hardware and software applications.
15. Analyze and evaluate new and emerging technologies/products for their applicability and feasibility.
16. Create and manage network printers.

- 17. Assist, in certain instances and as requested by TO Manager, the MDOT's current NMS Contractor on server problems.
- 18. Repair, install, upgrade, or reconfigure any of these items utilized within the agency.

**2.6.1.1** The TO Contractor resources shall have valid driver's license, a TWIC (Transportation Worker Identification Credential) card, and own transportation, which are the responsibility of the TO Contractor. The MPA will not reimburse TO Contractor for travel expenses. Travel expenses shall be inclusive in the hourly rate of proposed personnel.

**2.7 WORK HOURS**

- A) The TO Contractor's assigned personnel will work an eight-hour day, Monday through Friday, 8am to 5pm with 60 minutes for a lunch break. Said personnel will not be required to work on State holidays, service reduction days, or other State closures. Once 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.
- C) The position does involve travel between sites in the MPA facilities. TO Contractor personnel shall have valid driver's license, a TWIC and own transportation.
- D) For purpose of estimating, assume that TO Contractor staff shall perform 1920 hours of work over the course of one year. Please note that hours listed is an estimate only and shall not be construed as actual billable hours. TO Contractor resources are not to exceed 40 hours per week, unless authorized by the TO Manager.

**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.

Service Levels	Phone Response	On-Site Response	Response Availability	Comments
Urgent	15 minutes	1 hour	7 days/week, 24 hrs a day	
High	1 hour	4 hours	7 days/week, 24 hrs a day	
Normal	1 hour	1 work day	5 days/week, Mon-Fri, 8AM-5PM	On-site response to calls after 1PM may be by 9AM the next morning

### **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 must be 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 must be 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**

- A. In conjunction with Section 2.9.6 of the CATS+ Master Contract, the policy of the Department of Information Technology stated below is provided for your information regarding substitution of personnel.
- B. Post Award – Section labeled “Substitution of Personnel” applies to substitutions after the TO Agreement has been awarded. Once awarded, the Master Contractor/s are required to replace resources named in the TO Proposal, if necessary.
- C. Pre-Award – Substitutions of proposed personnel during the evaluation period, prior to award, is prohibited. Substitutions of any kind, post proposal due date, but prior to award is considered to be the equivalent of an alternate proposal and is prohibited.

## 2.8.4 HARDWARE, SOFTWARE, AND MATERIALS

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

## 2.9 DELIVERABLES

Deliverables	Acceptance Criteria	Due Date /Frequency
Deliverable A - Support Tickets	<p>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.</p> <p>TO Contractor personnel shall be expected to:</p> <ul style="list-style-type: none"> <li>• Follow the SLA’s as defined in section 2.8</li> <li>• Resolve tickets in a timely manner (timeframes will vary depending on the complexity of the request)</li> <li>• Accurate time reporting on each service request (includes start and end times)</li> <li>• Update status of all assigned tickets on a daily basis</li> <li>• Enter complete resolution information into the work log of the ticket</li> <li>• Follow MPA’s procedures and policies regarding tickets</li> <li>• Accurate detailed reporting to include every task performed pertaining to each service request (no spelling or grammatical errors)</li> </ul>	Daily
Deliverable B - Status/Time Reporting	<p>The TO Contractor personnel shall be required to enter all time spent in the service desk reporting system.</p> <ul style="list-style-type: none"> <li>• 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.</li> </ul>	Weekly/Friday

## 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> 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 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, repair and administer/manage) network connected personal computer systems, and peripherals. Also, the resource must possess experience working with VMware Horizon Mirage software.

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.

### **General Experience**

Five (5) years experience in a computer-related field are required.

Additionally, as minimum qualifications in order to perform the specific duties of the position, the personnel provided by the TO Contractor shall have a minimum of Three (3) years recent experience with the following programs/applications:

- Microsoft Network Operating Systems. Management of MS Active Directory policies, objects, login scripts, and profiles.
- Hardware, software configuration, design installation, break/fix and documentation
- Windows Active Directory management.
- Remote Access and VPN Services.
- LANDesk Management Suite (support to include creation of packages, reporting, and rollout and remote workstation support).
- Enterprise network policy and procedures maintenance.
- Hardware, Software troubleshooting and repair.
- Brass installation, configuration and troubleshooting.
- Utilize Maximo for helpdesk functions.
- Microsoft Office Professional, Microsoft Outlook 2003 and later, MS Visio, MS Project, Internet browser (Microsoft Internet Explorer 6.x and higher), Attachmate TN3270 Emulation Software, Adobe Acrobat, Photo Editor, Cisco VPN software and imaging software.
- Computer trouble-shooting, network failures and connectivity issues; diagnoses system problems; analyzes hardware and software functionality; resource must be able to identify, locate, resolve and repair problems within scope of authority, and document calls and results.

Additionally, the proposed resource must have experience performing the following functions:

- Maintaining and updating workstations, equipment, and peripherals;
- Researching and testing new software;
- Installing software upgrades and enhancements;
- Using imaging software to create and deploy desktop computers.

### **2.11.1 Preferred Qualifications**

The TO Contractor's staff may also have experience with the following programs/ applications:

- Microsoft Windows Network Operating Systems to include Clustering Services
- CITRIX Metaframe
- Audio/Video experience to include projectors and PA systems
- Cellular phones to include Apple iPhones and Android
- Experience with VMware Horizon Mirage

## **2.12 INVOICE SUBMISSION**

Invoices shall 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.

### **2.12.1 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 – 11<sup>th</sup> 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.

## **2.13 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 MPA 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. MPA

reserves the right to disqualify any TO Contractor employees or subcontractors whose background checks suggest conduct, involvements, and/or associations that MPA determines, in its sole discretion, may be inconsistent with the performance and/or security requirements set forth in this TORFP. MPA reserves the right to perform additional background checks on the TO Contractor and subcontractor employees (if any).

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 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 (if any) 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 for future contract development why Master Contractors did not submit proposals. The form is accessible via your CATS+ Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu.

### **3.2 FORMAT**

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

#### **3.2.1 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 proposed personnel meet the minimum required qualifications 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 (if any), 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 # J03B5400001  
LABOR CATEGORY

Labor Categories	A	B	C
	Hourly Labor Rate	Total Class Hours Annually	Total Proposed CATS+ TORFP Price
Master Contractor shall insert proposed Labor Categories for this TORFP )			
<b>Year 1</b>			
<i>Resource #1, Labor Category</i>	\$	1920	\$
<b>Total Year #1</b>			\$
<b>Year 2</b>			
<i>Resource #1, Labor Category</i>	\$	1920	\$
<b>Total Year #2</b>			\$
<b>Year 3</b>			
<i>Resource #1, Labor Category</i>	\$	1920	\$
<b>Total Year #3</b>			\$
<b>Year 4</b>			
<i>Resource #1, Labor Category</i>	\$	1920	\$
<b>Total Year #4</b>			\$
<b>Year 5</b>			
<i>Resource #1, Labor Category</i>	\$	1920	\$
<b>Total Year #5</b>			\$
<b>Total Evaluated Price</b>			\$

\_\_\_\_\_  
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

**ATTACHMENT 2 – MBE FORMS**

**Does not pertain to this task order.**

**Remainder of this page is intentionally left blank**

**ATTACHMENT 3 - Task Order Agreement**  
**IT SERVICE DESK AND DESKTOP FIELD SUPPORT**  
**CATS+ TORFP # J03B5400001 OF MASTER CONTRACT # 060B2490023**

This Task Order Agreement (“TO Agreement”) is made this day of Month, 20XX 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 # J03B5400001.
  - b. “CATS+ TORFP” means the Task Order Request for Proposals # J03B5400001, 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.
  - j. “TO Proposal” collectively refers to the TO Proposal – Technical and TO Proposal – Financial.
2. Scope of Work
  - 2.1. This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supersede the Master Contract.
  - 2.2. The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS+ TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
    - a. The TO Agreement,
    - b. Exhibit A – CATS+ TORFP
    - c. Exhibit B – TO 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 [REDACTED], 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 [REDACTED]. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices must be submitted to the Agency TO 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: \_\_\_\_\_

**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 TECHNICAL RESPONSE



## 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.

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

<b>Proposed Individual's Name/Company:</b>	<b>How does the proposed individual meet each requirement?</b>
<b>LABOR CATEGORY TITLE – (INSERT LABOR CATEGORY NAME)</b>	
<b>Education:</b> (Insert the education description from the CATS+ RFP from section 2.10 for the applicable labor category.)	
<b>Experience:</b> (Insert the experience description from the CATS+ RFP from section 2.10 for the applicable labor category.)	
<b>Duties:</b> (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:

**Contractor's Contract Administrator:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Proposed Individual:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

## **ATTACHMENT 6 – PRE-PROPOSAL CONFERENCE**

7201 Corporate Center Drive, Hanover, MD 21076  
Conference Room – Harry Hughes 1

Due to Space Limitations and the potential for a large number of vendors attending, please limit attendance to two (2) representatives from each Master Contractor interested in submitting a proposal.

### **From the South**

From I-97 take MD 100 West to MD 170 North. Take MD 170 North to Stoney Run. Take the ramp that veers to the right. Make a left at the top of the ramp and cross over MD 170. Proceed to the next light this will be the New Ridge Road intersection, turn right Corporate Center Drive begins. MDOT Headquarters is  $\frac{3}{4}$  mile on the right side of the road. Visitor parking is to the left.

### **From the North**

From I-95 or BW Parkway take I-195 to MD 170 South to Stoney Run. Turn left at the light. Make a left at the top of the ramp and cross over MD 170. Proceed to the next light this will be the New Ridge Road intersection, turn right Corporate Center Drive begins. MDOT Headquarters is  $\frac{3}{4}$  mile on the right side of the road. Visitor parking is to the left.

### **Marc Train Service**

Ride the Marc Penn Line Train from both the South and North and exit at the BWI Marc Train Station. When you exit the train follow directions to the crossover (tracks) and you will find an exit door on the second floor leading to a pedestrian bridge. This pedestrian bridge will carry you (1600 ft.) to MDOT

### **Light Rail Service**

Ride the light rail from the North to the BWI Airport Station. There is shuttle service from the BWI Airport to BWI Marc Train Station. Take the crossover (tracks) and on the second floor there is an exit to the Pedestrian Bridge for MDOT. This pedestrian bridge will carry you (1600 ft.) to MDOT.

**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 # J03B5400001 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

## 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. J03B5400001 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**  
**INTENTIONALLY OMITTED**

**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**

<b>DEPENDABILITY</b>		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
<b>Rating for Dependability</b>	Far Exceeds	Exceeds	Meets	Below	Far Below		
<b>INITIATIVE</b>		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
<b>Rating for Initiative</b>	Far Exceeds	Exceeds	Meets	Below	Far Below		
<b>INTERPERSONAL RELATIONSHIPS</b>		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
<b>Rating for Interpersonal Relationships</b>	Far Exceeds	Exceeds	Meets	Below	Far Below		
<b>WORK HABITS</b>		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
<b>Rating for Work Habits</b>	Far Exceeds	Exceeds	Meets	Below	Far Below		

<b>JOB KNOWLEDGE</b>		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		
<b>Rating for Job Knowledge</b>	Far Exceeds	Exceeds	Meets	Below	Far Below		
<b>JOB QUALITY</b>		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		
<b>Rating for Job Quality</b>	Far Exceeds	Exceeds	Meets	Below	Far Below		
<b>JOB QUANTITY</b>		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		
<b>Rating for Job Quantity</b>	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 <u>or</u> learning new technology or processes but accepts training if assigned	Declines offers for training <u>or</u> to learn new technology or processes

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

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

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

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



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

<b>JOB QUANTITY</b>	<b>Evaluation</b>				
	<b>Far Exceeds Standards</b>	<b>Exceeds Standards</b>	<b>Meets Standards</b>	<b>Below Standards</b>	<b>Far Below Standards</b>
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 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 2.13 Premises and Operational Security of CATS + TORFP #J03BXXXXX.
- 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 J03B5400001 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**

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

**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](http://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: \_\_\_\_\_