



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

Marine Terminal Operations Support System (TOSS)

CATS TORFP Project Number: J03P7200001

**Maryland Department of Transportation
Maryland Port Administration**

ISSUE DATE: August 17, 2006

TABLE OF CONTENTS

NOTICE TO MASTER CONTRACTORS	6
SECTION 1 – ADMINISTRATIVE INFORMATION	7
1.1 Responsibility for TORFP and Task Order Agreement	7
1.2 Task Order Agreement	7
1.3 Task Order Proposal Submissions	7
1.4 Minority Business Enterprise(MBE)	7
1.5 eMARYLANDMARKETPLACE Fee	7
1.6 Conflict of Interest	8
1.7 Non-Disclosure Agreement	8
1.8 Limitation of Liability	8
SECTION 2 – SCOPE OF WORK	9
2.1 Purpose, Agency Information & Background	9
2.2 TO Contractor Personnel Duties & Responsibilities	9
2.3 Work Practices	10
2.4 Deliverables	10
2.5 Required Project Policies, Guidelines & Methodologies	11
2.6 TO Contractor Expertise Required	11
2.7 Contractor Minimum Qualifications	11
2.8 Performance Evaluation	14
2.9 Non Performance of Personnel	14
2.10 Substitution of Personnel	14
2.11 Invoicing	14
2.12 MBE Reporting	15
2.13 Change Orders	15
SECTION 3 – TASK ORDER PROPOSAL FORMAT & SUBMISSION REQUIREMENTS	16
3.1 Required Response	16
3.2 Format	16
SECTION 4 – PROCEDURE FOR AWARDING A TASK ORDER AGREEMENT	19
4.1 Evaluation Criteria	19
4.2 Technical Criteria	19
4.3 Selection Procedures	19
4.4 Commencement of Work Under a Task Order Agreement	20

ATTACHMENTS

1	Sample Price Proposal – Labor Categories	21
2	MBE Forms	22
3	Task Order Agreement	31
4	Conflict of Interest Affidavit & Disclosure	34
5	Labor Classification Personnel Resume Summary	35
6	Directions to Pre-Task Order Proposal Conference	37
7	Notice to Proceed	38
8	Non-Disclosure Agreement (Offeror)	39
9	Non-Disclosure Agreement (Task Order Contractor)	41
10	Performance Evaluation	43
Exhibit A	Task Order Contractor’s Employees & Agents who will be given Access to Confidential Information Sign Sheet	51

KEY INFORMATION SUMMARY SHEET

This Consulting and Technical Services (CATS) Task Order Request for Proposals (TORFP) is issued to obtain the services necessary to satisfy the requirements defined in Section 2, Scope of Work. All CATS Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. Those Master Contractors deciding not to submit a TO Proposal are required to submit the reason(s) why per Section 3.1 of the TORFP. 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 Budget and Management (DBM), Office of Information Technology (OIT) and subsequent Master Contract Project Number 050R5800338, including any amendments.

Although information from the Contractors must be sent to concurrent individuals as stated in this Key Information Summary Sheet, all correspondence from MDOT to the Contractors shall be sent only by the MDOT Contracts Manager or designee.

TORFP Name:	MPA Marine Terminal Operations Support System (TOSS)
Functional Area:	FA6 Systems/Facilities Management & Maintenance
TORFP Issue Date:	August 17, 2006
Closing Date and Time:	September 8, 2006, 12:00 pm, noon local time.
TORFP Issuing Office:	Maryland Department of Transportation (MDOT) Maryland Port Administration (MPA) Information Services Department (ISD)
Questions and Proposals are to be sent to: Questions must be submitted no later than 10 working days prior to TORFP closing date.	TO Contract Manager - Lucille Flanigan Email Address: lflanigan@mdot.state.md.us MDOT Contracts Manager – Peter Arrey Email Address: parrey@mdot.state.md.us Telephone Number: 410-865-1372 MDOT Contracts Administrator – Carl Stein Email Address: cstein@mdot.state.md.us Telephone Number: 410-865-1315
TO Procurement Manager:	Lucille Flanigan, Manager of ISD Office Phone: 410-631-1214 FAX: 410-631-1093
TO Manager:	Ki Choi, TOSS Project Manager Office Phone: 410-631-1080 FAX: 410-631-1093
Project Number:	J03P7200001
TO Type:	Time and Materials
Period of Performance:	Two years with one 1-year renewal option
MBE Goal:	30%

Primary Place of Performance:	2310 Broening Highway, Room 282 Baltimore, Maryland
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:	August 25, 10:00 am MDOT Headquarters – Harry Hughes Conference Room 7201 Corporate Center Drive Hanover, MD 21076 (See Attachment 6 for directions)

NOTICE TO MASTER CONTRACTORS

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. Those Master Contractors deciding not to submit a TO Proposal are required to submit the reason(s) why per Section 3.1 of the TORFP. If you have chosen not to propose to this TORFP, you must complete and email this notice to the TO Procurement Officer. If you are submitting a TO Proposal, we also ask that you take a few minutes and provide comments and suggestions regarding the enclosed TORFP.

TORFP Title: Marine Terminal Operations Support System (TOSS)
TORFP No.: J03P7200001

1. If you have responded with a "not submitting Task Order Proposal", please indicate the reason(s) below:

- Other commitments preclude our participation at this time.
- The subject of the TORFP is not something we ordinarily provide.
- We are inexperienced in the services required.
- Specifications are unclear, too restrictive, etc. (Explain in REMARKS section.)
- The scope of work is beyond our present capacity.
- Doing business with the State of Maryland is too complicated. (Explain in REMARKS section.)
- We cannot be competitive. (Explain in REMARKS section.)
- Time allotted for completion of a Task Order Proposal is insufficient.
- Start-up time is insufficient.
- Bonding/Insurance requirements are too restrictive. (Explain in REMARKS section.)
- TORFP requirements (other than specifications) are unreasonable or too risky. (Explain in REMARKS section.)
- MBE requirements. (Explain in REMARKS section.)
- Prior State of Maryland contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section.)
- Payment schedule too slow.
-

Other: _____.

2. If you have submitted a Task Order Proposal, but wish to offer suggestions or express concerns, please use the Remarks section below.

Remarks:

Master Contractor

Name: _____ Date: _____

Contact Person: _____ Phone ____-____-____ email _____

SECTION 1 - ADMINISTRATIVE INFORMATION

1.1 RESPONSIBILITY FOR TORFP AND TASK ORDER AGREEMENT

The MDOT Contracts Manager and the Task Order Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of Task Order Agreement scope issues, and for authorizing any changes to the Task Order Agreement. See Section 2.12 for information on change orders.

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

1.2 TASK ORDER AGREEMENT

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

1.3 TASK ORDER PROPOSAL SUBMISSIONS

The Task Order Procurement Officer and the MDOT Contracts Manager will not accept submissions after the stated date and exact time. The time will be local time as determined by zMPA's e-mail system time stamp. The Task Order Proposal is to be submitted via e-mail as two attachments in MS Word format. The "subject" line in the e-mail submission shall state the TORFP #J03P7200001. The first file will be the Task Order Proposal technical response to this TORFP and titled, "CATS TORFP #J03P7200001 Technical". The second file will be the financial response to this CATS TORFP#J03P7200001 and titled, "CATS TORFP #J03P7200001 Financial". The proposal documents that must be submitted with a signature, Attachment 2 - MBE Forms D-1 and D-2 and Attachment 4 - Conflict of Interest and Disclosure Affidavit, must be submitted as .PDF files with signatures clearly visible.

1.4 MINORITY BUSINESS ENTERPRISE (MBE)

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

1.5 eMARYLANDMARKETPLACE FEE

COMAR 21.02.03.06 requires that each Master Contractor that wins a Task Order Agreement under this TORFP pay a fee to support the operation of eMarylandMarketplace. The fee will be due on each Task Order Agreement that exceeds \$25,000. The applicable fee will be based

on Task Order value, including any options. Contractors shall pay the fee as provided by COMAR 21.02.03.06 and in accordance with guidelines issued by the Maryland Department of General Services. A copy of COMAR 21.02.03.06 and the guidelines issued by the Maryland Department of General Services can be found on the eMarylandMarketplace website at www.eMarylandMarketplace.com.

The rate(s) or price(s) of the proposal/bid shall include the appropriate fee as per the COMAR 21.02.06.03 fee schedule. Fees may not be quoted as a separate add-on price. A total Task Order Agreement value that is other than an even dollar amount will be rounded to the nearest whole dollar to determine the appropriate fee level. For example, a total Task Order Agreement value of \$50,000.49 will be rounded to \$50,000 and a Level 1 fee will apply. A total Task Order Agreement value of \$50,000.50 will be rounded to \$50,001 and a Level 2 fee will apply.

1.6 CONFLICT OF INTEREST

The TO Contractor awarded the Task Order Agreement shall provide IT consulting services for State agencies or component programs with those agencies, and must do so impartially and without any conflicts of interest. Each Master Contractor shall complete and include a Conflict of Interest Affidavit in the form included as Attachment 4 in this TORFP with its Task Order Proposal. If the Task Order 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 Task Order Procurement Officer may reject a Master Contractor's Task Order Proposal under COMAR 21.06.02.03B.

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

1.7 NON-DISCLOSURE AGREEMENT

Certain system documentation may be available for potential Offerors to review at a reading room at MPA, 2310 Broening Highway, Baltimore, Maryland. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement in the form of Attachment 8. Please contact the Task Order Procurement Officer of this TORFP to schedule an appointment.

In addition, certain documentation may be required by the TO Contractor awarded the Task Order Agreement in order to fulfill the requirements of the Task Order Agreement. The Task Order 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 9.

1.8 Limitation of Liability Ceiling

Pursuant to Section 28(C) of the CATS Master Contract, the limitation of liability per claim under this TORFP shall not exceed the total TO Agreement amount established.

SECTION 2 – SCOPE OF WORK

2.1 PURPOSE, AGENCY INFORMATION AND BACKGROUND

2.1.1 PURPOSE

The Maryland Department of Transportation (MDOT) Maryland Port Administration (MPA) Information Services Department (ISD) is issuing this CATS TORFP to obtain the necessary expertise, labor, and supervision for system/facilities management and maintenance services related to the Terminal Operations Support System (TOSS) for the Seagirt and Dundalk marine terminals operated by this agency.

2.1.2 AGENCY INFORMATION

This Task Order Request for Proposals (TORFP) is issued by the Maryland Department of Transportation (MDOT), Maryland Port Administration (MPA) located at 2310 Broening Highway Baltimore, Maryland 21224. The MPA is a modal administration 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 Point Breeze and the World Trade Center.

2.1.3 BACKGROUND

The MPA implemented the NAVIS, LLC marine terminal control and planning system at Seagirt, Dundalk/MIT terminals on October 1999.

The MPA Terminal Operations Support System, now referred to as TOSS uses two NAVIS components, EXPRESS and SPARCS. EXPRESS is terminal information management system, a companion system to the SPARCS suite of graphical yard and vessel planning and control tools. EXPRESS handles terminal business transactions such as Import/Export Processing, Booking, Gate Activity, Equipment Management, Billing and EDI support. Using RDT (Radio Data Terminal), equipment damage status, and seal information are directly updated to the EXPRESS system by the International Longshoremen who work on the terminal. The SPARCS system integrates real-time terminal planning and operational control, optimizing utilization of labor, yard space, and handling equipment to maximize productivity, efficiency, and profitability. SPARCS has the RDT Yard clerk option, RDT Chassis Tracking option and Equipment Control Module with RDT Control & Optimization option. The MPA provides Web access capability to the TOSS system for Steamship Lines and the Intermodal community.

2.2 TO CONTRACTOR PERSONNEL DUTIES AND RESPONSIBILITIES

The TO Contractor will supply support staff consisting of one database manager, one senior computer programmer, one subject matter expert, one testing specialist and one senior network technician.

2.3 WORK PRACTICES

The TO Contractor's personnel will report to the Maryland Port Administration office at 2310 Broening Highway, Room 282 and may be required to report the Seagirt Marine Terminal Computer Services Support area located at 2200 Broening Highway.

Assignments will be given and reviewed by the TO Manager and the Director of the Information Services Division.

Working hours will range from 6:00 am to 9:00 pm Monday thru Friday, depending upon terminal operations support requirements. The State Holiday Schedule will be followed.

Request for leave should be submitted to the TO Manager at least three weeks in advance. The TO Manager reserves the right to request a temporary replacement, if leave extends longer than two consecutive weeks.

The work involves travel between MPA's Point Breeze location and the Seagrit Marine Terminal and occasionally to other MDOT office locations. The TO Contractor's personnel must have a valid driver's license and own transportation, and must comply with all identification requirements of marine terminal workers.

2.4 DELIVERABLES

2.4.1 Personnel

The TO Contractor shall be responsible for providing, on a continual basis for all assigned tasks, the personnel required in this TORFP within the timeframe required as specified by the Task Order Manager.

2.4.2 Weekly Status Report

At the conclusion of each workweek, the TO Contractor shall be responsible for compiling and submitting to the TO Manager a status report that summarizes the following:

- Emergency work efforts and issues identified.
- Hours worked by individual TO Contractor personnel.
- Work accomplished during the weekly period.
- Deliverable progress, as a percentage of completion.
- Problem areas, including scope creep or deviation from the work plan.
- Planned activities for the next reporting period.

2.5 REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES

The TO Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting information technology projects, which may be created or changed periodically. The TO Contractor shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards and guidelines affecting project execution. These may include, but are not limited to:

- a. The State's System Development Life Cycle (SDLC) methodology at: www.dbm.maryland.gov - keyword: SDLC.
- b. The State Information Technology Security Policy and Standards at: www.dbm.maryland.gov - keyword: Security Policy.
- c. The State Information Technology Project Oversight at: www.dbm.maryland.gov - keyword: IT Project Oversight.
- d. The State of Maryland Enterprise Architecture at www.dbm.maryland.gov - keyword: MTAF Guiding Principles.
- e. The Transportation Enterprise Data Network standards and MDOT Configuration Control Board procedures.
- f. The TO Contractor shall follow the project management methodologies that are consistent with the Project Management Institute's Project Management Body of Knowledge Guide. Task Order Contractor's staff and subcontractors are to follow a consistent methodology for all Task Order activities.

2.6 TO CONTRACTOR EXPERTISE REQUIRED

The TO Contractor shall be capable of furnishing all necessary services required to successfully complete all tasks and work requirements and produce high quality deliverables described herein. The TO 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.

2.7 CONTRACTOR MINIMUM QUALIFICATIONS

The following minimum qualifications are mandatory.

The TO Contractor must demonstrate that its proposed personnel has at least 5 years experience supporting NAVIS, LLC Express and Sparcs applications or equivalent using an Oracle database platform on an IBM AIX operating system as well as windows based operating systems. Additionally, the TO Contractor's proposed personnel must demonstrate that they have experience migrating NAVIS applications or equivalent from one release to another and has supported a variety of NAVIS ready applications or equivalent.

Database Manage must have:

Six years experience supporting NAVIS Oracle environment.
6+ years Database Administration experience, 3+ years in an Oracle 9i and/or 10g database production environment; thorough knowledge of Oracle 9i and 10g environments; experience with Microsoft SQL Server; strong database implementation, patching experience and troubleshooting skills in mission critical environments; strong knowledge of Oracle database tuning; strong knowledge of PL/SQL and stored procedures; expertise with database security; expertise in database backup and recovery; excellent written and oral communication skills; exceptional customer support skills and experience; expertise in database disaster recovery strategies: e.g. backup and recovery, log shipping, etc.

Senior Computer Programmer must have:

Six years experience programming of Unix, Oracle, and/or J2EE; experience supporting and maintaining marine terminal support applications; good customer service and verbal communication skills.

Subject Matter Expert must have:

Six years experience managing technical teams that support NAVIS and Marine terminal operations support applications, including managing and organizing work and personnel in determining logical solutions to complicated problems; excellent troubleshooting and problem solving skills and extensive expertise in Unix and web based applications, project management, applications systems development and deployment.

Testing specialist:

Five years experience troubleshooting and debugging complex application systems; preferably with marine terminal applications.

Senior Network Technician:

Five years experience supporting IBM's AIX and Windows operating systems, troubleshooting experience must include SAMBA and network cards on UNIX machines.

The TO Contractor must be able to provide personnel who can perform the following work:

Database Support

Develop and implement new Database management polices, procedures and, standards.

Prepare statistical and narrative reports of Database management activities and special projects.

Train database system users for efficient use of Database management systems.

Coordinate the installation and implementation of Database management system software and related software tools with vendors, other data processing staff and systems users.

Develop Database recovery plans.

Maintain security and integrity of data access policies, standards, and method, by establishing recovery plans to minimize data losses and system downtime and by performing back up routines for the Database management system software and for the stored data.

Monitor Database performance and make modifications as needed to optimize response time.
Monitor capacity and allocate space according to overall needs of systems users.

Coordinate the Database management system interfaces with other data processing units.

Troubleshoot problems related to availability of data to system users, space, Database software, data flow, and data storage or data access.

Manage, migrate and debug application software.

Build test plans for new upgrades.

Design and build web architectures.

Develop and implement web enabled services for port operations.

Administrate and manage trouble shoot web services.

Manage web database securities.

Perform other related duties.

Programming Support

Develop forms and reports using Oracle 6i or above.

Write PL/SQL, SQL scripts for building reports and ASCII files.

Write AIX scripts to support TOSS automated application support.

Provide backup Database Administrative support functions.

Terminal Operations System Support

Support UNIX technology in a heterogeneous inter-network, which currently includes Microsoft Window servers, AIX servers and RedHat Linux servers. Oversee all networking, servers, desktops, and system administration, ensuring uptime and availability.

Create and maintain scripts that assist in the effective administration of UNIX systems.

Oversee hardware configuration, installation, performance tuning and upgrades for any and all TOSS related devices.

Be responsible for troubleshooting and problem resolution for UNIX servers, the network infrastructure related to UNIX and the client/server environment including SAMBA

Handle operational tasks such as problem resolution and backup/recovery.

Understand corporate priorities and make systems improvements and is part of implementations based on best practices to ensure operational excellence.

Develop and implement UNIX systems security methodology while remaining consistent with other corporate systems.

Design and test a disaster recovery plan for UNIX systems

Perform maintenance level and firmware updates according to IBM recommendations and monitoring the error logs

Perform UNIX maintenance and support in accordance with State of Maryland Information Technology Security Policies and Standards

Provide support for IBM's pSeries systems using the Hardware Management Console (HMC).

Maintain Electronic data transmission between MDOT's IBM mainframe and NAVIS system.

Maintain, test and troubleshoot High Availability Components of the IBM AIX operating system.

Provide system support TOSS including Teklogix servers, GMS system, Voice response system, SAVCOR's Container Position Information system, NAVIS SPARCS, and EXPRESS.

Install new versions of the software on the existing servers, troubleshoot issues with the existing application's normal operation, monitor application servers for errors, ensure that applications are communicating normally with related systems (interfaces).

2.8 PERFORMANCE EVALUATION

The TO Contractor personnel will be evaluated by the TO Manager on a schedule consistent with evaluations of MPA personnel for each assignment performed during that period. The established performance evaluation and standards are included as Attachment 10. The TO Contractor personnel must maintain at least an "Exceeds Standards" in each major category of the performance evaluation (i.e., Dependability, Job Knowledge, etc.) and at least a "Meets Standards" in all individual criteria (i.e., Punctuality, Tact, etc.) If prior to a scheduled evaluation the TO Manager has determined there are issues with the performance of TO Contractor personnel, the TO Manager will notify both the TO Contractor and the TO Contractor personnel by email, identifying the issue and the expected action(s) to correct the issue.

2.9 NON PERFORMANCE OF PERSONNEL

In the event that MPA is dissatisfied with the Task Order Contractor's personnel for not performing to the standards specified in Section 2.8, the Task Order Manager, with the approval of the MDOT Contract Manager, may request that Contractor personnel be removed or substituted. Replacement personnel must have qualifications equal to or greater than that of the non performing person initially proposed and evaluated and accepted in the Task Order Agreement. The TO Manager will determine the amount of time the TO Contractor has to provide a replacement.

2.10 SUBSTITUTION OF PERSONNEL

The TO Contractor shall propose only staff available at the time of the Task Order Proposal and that satisfy the personnel qualifications specified in the Master Contract. In addition, the TO Contractor shall abide by the substitution of personnel requirements in the Master Contract.

2.11 INVOICING

Invoices shall be submitted monthly. Invoices will reflect costs for hours worked indicated in the accompanying weekly status report. Upon verification and acceptance of the invoices by the Task Order Manager, payment will be made to the Task Order Contractor.

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

2.11.1 INVOICE SUBMISSION PROCEDURE

This procedure consists of the following requirements and steps:

- A. The invoice shall identify MDOT MPA, associated Task Order Agreement 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 employee including detail of work hours, and copies of the weekly status reports) submitted for payment to MDOT MPA at the following address:

Lucille Flanigan
Manager
Information Services Department
Maryland Port Administration
2130 Broening Highway
Baltimore, Maryland 21224

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

2.12 MINORITY BUSINESS ENTERPRISE

Monthly reporting of MBE participation is required in accordance with the terms and conditions of the CATS Master Contract. The TO Contractor shall provide a completed MBE Participation form (Attachment 2, Form D-5) to ASM at the same time the invoice copy is sent. The TO Contractor shall ensure that each MBE Subcontractor provides a completed MBE Participation Form (Attachment 2, Form D-6). Subcontractor reporting shall be sent directly from the subcontractor to ASM. ASM will monitor both the TO Contractor’s efforts to achieve the MBE participation goal and compliance with reporting requirements. The TO Contractor shall email completed forms to the TO Procurement Officer and TO Manager.

2.13 CHANGE ORDERS

If the TO Contractor is required to perform additional work, or there is a work reduction due to unforeseen scope changes, a Task Order Change Order will be initiated through the MDOT Contract Management Office. The TO Contractor and the Department shall negotiate a mutually acceptable price modification based on the Task Order Contractor’s proposed rates in the Master Contract and scope of the work change. No scope of work modifications shall be performed until a change order is approved by the MDOT Contract Management Office and DBM, and executed by the MDOT Contracts Manager.

SECTION 3 - TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1 REQUIRED RESPONSE

Each Master Contractor receiving this CATS TORFP must respond within the submission time designated in the Key Information Summary Sheet. Each Master Contractor is required to submit one of two possible responses: 1) a proposal or 2) a completed Notice to Master Contractors explaining why the Master Contractor will not be submitting a proposal.

3.2 FORMAT

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

3.2.1 The technical portion of the Task Order Proposal shall include:

A. Proposed Services

- 1) Requirements: A detailed discussion of the Master Contractor understands 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) Certify that all proposed personnel meet the minimum required qualifications in Section 2.7.
- 3) Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under this Task Order Agreement.
- 4) Complete and provide Attachment 5 (may be submitted at oral presentation or staff interview) – Labor Classification Personnel Resume Summary.

MBE Participation

Submit completed MBE documents Attachment 2 - Forms D-1 Certified MBE Utilization and Fair Solicitation Affidavit, and D-2 MBE Participation Schedule

C. Subcontractors

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

D. Master Contractor and Subcontractor Experience and Capabilities

- 1) Provide three examples of projects that you have completed that were similar in scope to the one defined in this TORFP Scope of Work. Each of the three examples must 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 it is no longer providing the services 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 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.

E. State Assistance

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

F. Confidentiality

- 1) A Master Contractor should give specific attention to the identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland. Contractors are advised that, upon request for this information from a third party, the Task Order 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 Task Order Proposal shall include:

- A. A description of any assumptions on which the Master Contractor's Financial Proposal is based.
- B. Completed Financial Proposal - Attachment 1 including:

The Offer should indicate on Attachment 1 the appropriate Labor Category being proposed and the fixed hourly labor category rate. Proposed rates are not to exceed the rates defined in the Master Contract.

SECTION 4 - PROCEDURE FOR AWARDING A TASK ORDER 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 Task Order Agreement award determination, the MPA will consider all information submitted in accordance with Section 3.

4.2 TECHNICAL CRITERIA

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

- The overall understanding of the work required by the Task Order Contractor.
- The experience of the Master Contractor's proposed personnel performing the duties and responsibilities in Section 2.2.
- Past performance on engagements provided as reference accounts in the Offeror's Technical Proposal to the Task Order, or other engagements not provided in the Technical Proposal but known to the State, especially previous task orders prepared under the Master Contract.

4.3 SELECTION PROCEDURES

- A. Proposed personnel will be assessed for compliance with the minimum qualifications in Section 2.7 of the TORFP. Master Contractors proposing personnel who fail to meet the minimum qualifications will be disqualified and their proposals eliminated from further consideration.
- B. Task Order Proposals deemed technically qualified will have their financial proposal considered. All others will receive e-mail notice from the MDOT Contracts Manager or Contract Administrator of not being selected to perform the work.
- C. The State will require interviews with all qualified personnel proposed by each of the qualified Master Contractors. In order to ensure as timely an evaluation process as possible, the State will begin conducting interviews one week after receipt of proposals. The number of days for interviews will be dependent upon the number of proposals received. The State will notify all Master Contractors by email of specific dates and contact information for scheduling. Master Contractors must ensure that proposed personnel will be available for the interview in order for their technical proposals to be considered for award.
- D. Qualified Task Order Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.

- E. The most advantageous Task Order Proposal offer considering technical and financial submission shall be selected for the work assignment. In making this selection, technical merit will receive greater weight than price.

4.4 COMMENCEMENT OF WORK UNDER A TASK ORDER AGREEMENT

Commencement of work in response to a Task Order Agreement shall be initiated only upon issuance of a fully executed Task Order Agreement, Purchase Order and by a Notice to Proceed authorized by the MDOT Contracts Manager. See Attachment 7 for a sample of a Notice to Proceed.

ATTACHMENT 1 PRICE PROPOSAL

PRICE PROPOSAL FOR CATS TORFP # J03P7200001
LABOR CATEGORIES

Labor Categories	A	B	C
	Hourly Labor Rate	Total Class Hours	Total Proposed CATS TORFP Price
(Insert Proposed Labor Category This TORFP) Include pricing for 1 st year, 2 nd year and optional 3 rd year	\$		\$
Year #1:			
Database Manager	\$	1920	\$
Senior computer programmer	\$	1920	\$
Subject matter expert	\$	1920	\$
Testing specialist	\$	1920	\$
Senior network technician	\$	1920	\$
Year #2:			
Database manager	\$	1920	\$
Senior computer programmer	\$	1920	\$
Subject matter expert	\$	1920	\$
Testing specialist	\$	1920	\$
Senior network technician	\$	1920	\$
Year #3: Optional			
Database manager	\$	1920	\$
Senior computer programmer	\$	1920	\$
Subject matter expert	\$	1920	\$
Testing Specialist	\$	1920	\$
Senior Network Technician	\$	1920	\$
Total Evaluated Price	\$		\$

Authorized Individual Name

Company Name

Title

Company Tax ID #

*The Hourly Labor Rate is the actual rate the State will pay for services and must be recorded in

dollars and cents. The Hourly Rate cannot exceed the Master Contract Rate, but may be lower.

SUBMIT THIS WITH THE FINANCIAL RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING REQUIREMENTS

CATS TORFP # J03P7200001

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

- a. As the TO Contractor, you have entered into a TO Agreement with the State of Maryland. As such, your company/firm is responsible for successful completion of all deliverables under the contract, including your commitment to making a good faith effort to meet the MBE participation goal(s) established for TORFP. Part of that effort, as outlined in the TORFP, includes submission of monthly reports to the State regarding the previous month's MBE payment activity. Reporting forms D-5 (TO Contractor Paid/Unpaid MBE Invoice Report) and D-6 (Subcontractor Paid/Unpaid MBE Invoice Report) are attached for your use and convenience.
- b. The TO Contractor must complete a separate Form D-5 for each MBE subcontractor for each month of the contract and submit one copy to each of the locations indicated at the bottom of the form. The report is due no later than the 15th of the month following the month that is being reported. For example, the report for January's activity is due no later than the 15th of February. With the approval of the TO Manager, the report may be submitted electronically. Note: Reports are required to be submitted each month, regardless of whether there was any MBE payment activity for the reporting month.
- c. The TO Contractor is responsible for ensuring that each subcontractor receives a copy (e-copy of and/or hard copy) of Form D-6. The TO Contractor should make sure that the subcontractor receives all the information necessary to complete the form properly, i.e., all of the information located in the upper right corner of the form. It may be wise to customize Form D-6 (upper right corner of the form) for the subcontractor the same as the Form D-5 was customized by the TO Manager for the benefit of the TO Contractor. This will help to minimize any confusion for those who receive and review the reports.
- d. It is the responsibility of the TO Contractor to make sure that all subcontractors submit reports no later than the 15th of each month, regardless of whether there was any MBE payment activity for the reporting month. Actual payment data is verified and entered into the State's financial management tracking system from the subcontractor's D-6 report only. Therefore, if the subcontractor(s) do not submit their D-6 payment reports, the TO Contractor cannot and will not be given credit for subcontractor payments, regardless of the TO Contractor's proper submission of Form D-5. The TO Manager will contact the TO Contractor if reports are not received each month from either the prime contractor or any of the identified subcontractors. The TO Contractor must promptly notify the TO Manager if, during the course of the contract, a new MBE subcontractor is utilized. Failure to comply with the MBE contract provisions and reporting requirements may result in sanctions, as provided by COMAR 21.11.03.13.

**ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS
FORM D – 1**

Certified MBE Utilization and Fair Solicitation Affidavit

This document shall be included with the submittal of the Offeror's TO Proposal. If the Offeror fails to submit this form with the TO Proposal, the TO Procurement Officer shall determine that the Offeror's TO Proposal is not reasonably susceptible of being selected for award.

In conjunction with the offer submitted in response to TORFP No. J03P7200001, I affirm the following:

1. I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of 30% percent and, if specified in the TORFP, sub-goals of 0% percent for MBEs classified as African American-owned and 0 percent for MBEs classified as women-owned. I have made a good faith effort to achieve this goal.

OR

After having made a good faith effort to achieve the MBE participation goal, I conclude that I am unable to achieve it. Instead, I intend to achieve an MBE goal of [REDACTED] percent and request a waiver of the remainder of the goal. If I am selected as the apparent TO Agreement awardee, I will submit written waiver documentation that complies with COMAR 21.11.03.11 within 10 business days of receiving notification that our firm is the apparent low bidder or the apparent awardee.

- e. I have identified the specific commitment of certified Minority Business Enterprises by completing and submitting an MBE Participation Schedule (Attachment 2 - Form D-2) with the proposal.
- f. I acknowledge that the MBE subcontractors/suppliers listed in the MBE Participation Schedule will be used to accomplish the percentage of MBE participation that I intend to achieve.
- g. I understand that if I am notified that I am the apparent TO Agreement awardee, I must submit the following documentation within 10 working days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier.
 - (a) Outreach Efforts Compliance Statement (Attachment D-3)
 - (b) Subcontractor Project Participation Statement (Attachment D-4)
 - (c) MBE Waiver Documentation per COMAR 21.11.03.11 (if applicable)
 - (d) Any other documentation required by the TO Procurement Officer to ascertain offeror's responsibility in connection with the certified MBE participation goal.

If I am the apparent TO Agreement awardee, I acknowledge that if I fail to return each completed document within the required time, the TO Procurement Officer may determine that I am not responsible and therefore not eligible for TO Agreement award. If the TO Agreement has already been awarded, the award is voidable.

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

I solemnly affirm under the penalties of perjury that the contents of this paper are true to the best of my knowledge, information, and belief.

Offeror Name

Signature of Affiant

Address

Printed Name, Title

Date

SUBMIT AS A .PDF FILE WITH TO RESPONSE

i. ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

ii. FORM D – 2

Minority Business Enterprise Participation Schedule

This document shall be included with the submittal of the TO Proposal. If the Offeror fails to submit this form with the TO Proposal, the TO Procurement Officer shall determine that the TO Proposal is not reasonably susceptible of being selected for award.

TO Prime Contractor (Firm Name, Address, Phone)	Task Order Description
Task Order Agreement Number J03P7200001	
List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	

iii. USE ATTACHMENT D-2 CONTINUATION PAGE AS NEEDED

iv. SUMMARY

TOTAL MBE PARTICIPATION:	_____ %
TOTAL WOMAN-OWNED MBE PARTICIPATION:	_____ %
TOTAL AFRICAN AMERICAN-OWNED MBE PARTICIPATION:	_____ %

Document Prepared By: (please print or type)
 Name: _____ Title: _____

v. ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

vi. FORM D – 2

Minority Business Enterprise Participation Schedule (Continued)

List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	

SUBMIT AS A .PDF FILE WITH TO RESPONSE

**ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS
FORM D – 3**

Outreach Efforts Compliance Statement

In conjunction with the bid or offer submitted in response to TORFP # J03P7200001, I state the following:

2. Offeror identified opportunities to subcontract in these specific work categories:
- i. Attached to this form are copies of written solicitations (with bidding instructions) used to solicit certified MBEs for these subcontract opportunities.

 - j. Offeror made the following attempts to contact personally the solicited MBEs:

 - k. Offeror assisted MBEs to fulfill or to seek waiver of bonding requirements.
(DESCRIBE EFFORTS)

 - This project does not involve bonding requirements.

 - 1. Offeror did/did not attend the pre-proposal conference
 - No pre-proposal conference was held.

	By:	
Offeror Name		Name
Address		Title
		Date

SUBMIT WITHIN 10 WORKING DAYS OF RECEIVING NOTICE OF THE POTENTIAL AWARD

vii. ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

viii. FORM D – 4

Subcontractor Project Participation Statement

SUBMIT ONE FORM FOR EACH CERTIFIED MBE LISTED IN THE MBE PARTICIPATION SCHEDULE

Provided that _____ is awarded the TO Agreement in
(Prime TO Contractor Name)
conjunction with TORFP No. J03P7200001, it and _____,
(Subcontractor Name)

MDOT Certification No. _____, intend to enter into a contract by which the subcontractor shall:

(Describe work to be performed by MBE):

- No bonds are required of Subcontractor
- The following amount and type of bonds are required of Subcontractor:

By: _____
Prime Contractor Signature

By: _____
Subcontractor Signature

Name

Name

Title

Title

Date

Date

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 5

Minority Business Enterprise Participation TO Contractor Paid/Unpaid Invoice Report

Report #: _____	CATS TORFP #J03P7200001
Reporting Period (Month/Year): _____	Contracting Unit _____
Report is due by the 15th of the following month.	Contract Amount _____
	MBE Sub Contract Amt _____
	Contract Begin Date _____
	Contract End Date _____
	Services Provided _____

Prime TO Contractor:		Contact Person:	
Address:			
City:		State:	ZIP:
Phone:	FAX:		
Subcontractor Name:		Contact Person:	
Phone:	FAX:		
Subcontractor Services Provided:			
List all unpaid invoices over 30 days old received from the MBE subcontractor named above:			
1.			
2.			
3.			
Total Dollars Unpaid: \$ _____			

**If more than one MBE subcontractor is used for this contract, please use separate forms.

Return one copy of this form to the following address:

Ki Choi, TOSS Manager MDOT/MPA 2310 Broening Highway Room 282 Baltimore, MD 21224 kchoi@mdot.state.md.us	Luciller Flanigan, Manager ISD 2310 Broening Highway Room 282 Baltimore, MD 21224 lflanigan@mdot.state.md.us
---	--

Signature: _____ Date: _____

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

ix. ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

x. FORM D – 6

Minority Business Enterprise Participation Subcontractor Paid/Unpaid Invoice Report

Report #: _____ Reporting Period (Month/Year): ___/_____ Report Due By the 15th of the following Month.	CATS TORFP #J03P7200001 Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____
MBE Subcontractor Name:	
MDOT Certification #:	
Contact Person:	
Address:	
City:	State: ZIP:
Phone:	FAX:
Subcontractor Services Provided:	
List all payments received from Prime TO Contractor during reporting period indicated above. 1. 2. 3. Total Dollars Paid: \$ _____	List dates and amounts of any unpaid invoices over 30 days old. 1. 2. 3. Total Dollars Unpaid: \$ _____
Prime TO Contractor:	Contact Person:

Return one copy of this form to the following address:

Ki Choi, TOSS Manager MDOT/MPA 2310 Broening Highway Room 282 Baltimore, MD 21224 kchoi@mdot.state.md.us	Lucille Flanigan, Manager of ISD MDOT/MPA 2310 Broening Highway Room 282 Baltimore, MD 21224 lflanigan@mdot.state.md.us
---	--

Signature: _____ Date: _____

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

ATTACHMENT 3

Task Order Agreement

CATS TORFP # J03P7200001
OF MASTER CONTRACT # 050R5800338

This Task Order Agreement (“TO Agreement”) is made this day of Month, 2006 by and between MASTER CONTRACTOR and the STATE OF MARYLAND, Maryland Port Administration.

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

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
 - a. “Agency” means the Maryland Port Administration, as identified in the CATS TORFP #.
 - b. “CATS TORFP” means the Task Order Request for Proposals #, dated February 24, 2006, including any addenda.
 - c. “Master Contract” means the CATS Master Contract between the Maryland Department of Budget and Management and MASTER CONTRACTOR dated December 19, 2005.
 - d. “TO Procurement Officer” means Peter Arrey, MDOT. 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 Maryland Port Administration and MASTER CONTRACTOR.
 - f. “TO Contractor” means the CATS Master Contractor awarded this TO Agreement, whose principal business address is _____ and whose principal office in Maryland is _____.
 - g. “TO Manager” means Ki Choi of the MPA. 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 supercede the Master Contract.

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

- a. The TO Agreement,
- b. Exhibit A – CATS TORFP
- c. Exhibit B – TO Proposal-Technical
- d. Exhibit C – TO Proposal-Financial

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

3. Time for Performance.

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement commences on the date of Notice to Proceed and terminating on December 31, 2010.

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 \$ 811,872 per year. 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.

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 THIS WITH THE TECHNICAL RESPONSE

ATTACHMENT 5

Labor Classification Personnel Resume Summary

INSTRUCTIONS:

1. Master Contractors must comply with all personnel requirements under the Master Contract RFP 050R5800338.
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.

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. In this case, 3 months.

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

ATTACHMENT 5
LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY
(CONTINUED)

Proposed Individual's Name/Company:	How does the proposed individual meet each requirement:
LABOR CLASSIFICATION TITLE – (INSERT LABOR CATEGORY NAME)	
Education: (Insert the education description from the CATS RFP from section 2.5 for the applicable labor category)	
Experience: (Insert the experience description from the CATS RFP from section 2.5 for the applicable labor category.)	
Duties: (Insert the duties description from the CATS RFP from section 2.5 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

ATTACHMENT 6

Directions to the Pre-TO Proposal Conference

MDOT Headquarters
7201 Corporate Center Drive
Hanover, MD 21076
Harry Hughes Conference Room

Due to space limitations and the potential for a large number of vendors attending, please limit attendance to one (1) person from each prime interested in submitting a proposal

Baltimore

From 695: Take Baltimore – Washington Parkway (295) south to I-195 towards the BWI airport. Take I-195 to Md Rte 170 south towards Dorsey. Go to the fifth traffic light and turn left on Stoney Run Road. Take Stoney Run Road through traffic light to stop sign. Turn left on Old Stoney Run Road. Take Old Stoney Run Road to stop sign at Ridge Road and turn right. Take Ridge Road to the traffic circle and turn right on Corporate Center Drive. Take Corporate Center Drive to 7201 on left side of road. Parking is on right side of road.

Washington

From Baltimore-Washington Parkway (295); Take Baltimore-Washington Parkway North to I-195 and exit towards the BWI Airport (East). Take I-195 towards the BWI Airport to Md Rte 170. Take Md Rte 170 south towards Dorsey. Go to the fifth traffic light and turn left on Stoney Run Road. Take Stoney Run Road through traffic light to stop sign. Turn left on Old Stoney Run Road. Take Old Stoney Run Road to stop sign at Ridge Road and turn right. Take Ridge Road to the traffic circle and turn right on Corporate Center Drive. Take Corporate Center Drive to 7201 on left side of road. Parking is on right side of road.

Annapolis

From I-97; Take I-97 North to Rte 100 towards Columbia (west). Take Rte 100 to Rte 170 north towards BWI Airport. Take Rte 170 to third traffic light and turn right on Stoney Run Road. Take Stoney Run Road through traffic light to stop sign. Turn left on Old Stoney Run Road. Take Old Stoney Run Road to stop sign at Ridge Road and turn right. Take Ridge Road to the traffic circle and turn right on Corporate Center Drive. Take Corporate Center Drive to 7201 on left side of road. Parking is on right side of road.

ATTACHMENT 7
SAMPLE NOTICE TO PROCEED

Day Month, Year

TO Contractor Name
TO Contractor Mailing Address

Re: CATS Task Order Agreement #J03P7200001

Dear TO Contractor Contact:

This letter is your official Notice to Proceed as of Day Month, Year, for the above-referenced Task Order Agreement. The TOSS Manager, Ki Choi, of the Maryland Port Administration will serve as your contact person on this Task Order. Ki can be reached at 410-631-1080, kchoi@mdot.state.md.us

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

Sincerely,

Peter Arrey
Task Order Procurement Officer

Enclosures (2)

cc: Ki Choi, Maryland Port Administration
Procurement Liaison Office, Office of Information Technology, DBM
Project Management Office, Office of Information Technology, DBM

ATTACHMENT 8

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 #J03P7200001 for TORFP MPA Terminal Operations Support System . 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 described in Section 1.7 of the TORFP, OFFEROR agrees as follows:

OFFEROR will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received under Section 1.7, except in connection with the preparation of its TO Proposal.

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.

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 Gisela Blades (TO Procurement Officer) Department of Budget and Management on or before the due date for Proposals.

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.

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.

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

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.

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 9

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 the Maryland Port Administration (the “Department”), and _____ (“TO Contractor”), a corporation with its principal business office located at _____ and its principal office in Maryland located at _____.

RECITALS

WHEREAS, the TO Contractor has been awarded a Task Order Agreement (the “TO Agreement”) for TORFP MPA Terminal Operations Support System, TORFP No.J03P7200001 dated August 17, 2006, (the “TORFP”) issued under the Consulting and Technical Services procurement issued by the Department, Project Number 050R5800338; 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.

Maryland Port Administration

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

ATTACHMENT 10 – PERFORMANCE EVALUATION

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

Attachment 10 Continued

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

Attachment 10 Continued

RATING FACTORS	Far Exceeds Standards	Exceeds Standards	Meets Standards	Below Standards	Far Below Standards	Point Value
GENERAL FACTORS						
Dependability	5	4	3	2	1	
Initiative	5	4	3	2	1	
Interpersonal Relationships	5	4	3	2	1	
Work Habits	5	4	3	2	1	
					Total A =	
JOB SPECIFIC FACTORS						
Job Knowledge	5	4	3	2	1	
Job Quality	5	4	3	2	1	
Job Quantity	5	4	3	2	1	
					Total B =	

OVERALL RATING	Far Exceeds Standards	Exceeds Standards	Meets Standards	Below Standards	Far Below Standards
Total A + Total B =	35 - 33	32 - 26	25 - 19	18 - 12	11 - 7

Attachment10 Continued

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

Attachment 10 Continued

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 & congenial with external & internal customers; provides requested assistance & information to others in a prompt & courteous manner	Marginally courteous; provides requested assistance and information to others in a less than prompt or courteous manner	Occasionally discourteous; occasionally does not provide assistance & information to others in a prompt or courteous manner
Communication	Facilitates clear and effective communication among involved parties; accurately interprets & transmits communications	Communicates clearly & concisely with a high degree of accuracy	Communicates openly; participates in team discussions	Rarely communicates openly; rarely participates in team discussion	Communicates ineffectively & 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 co-operative working relationships with team or 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 co-operative working relationships with team or with others inside and outside the work unit
Tact			Consistently polite, respectful of others; considers the viewpoints of others; has a positive effect on people	Marginally polite and respectful; reluctantly considers the viewpoint of others	Rude and disrespectful; infrequently considers viewpoint of others; has a negative effect on people
Adaptability To Change	Presents positive outlook on changes and adjustments to work assignments or procedures; always includes suggestions or solutions as part of constructive criticism; motivation and productivity unaffected by unanticipated changes	Readily accepts change and adjustments to work assignments or procedures; usually makes suggestions or solutions as part of constructive criticism; motivation and productivity minimally affected by unanticipated changes	Accepts changes and adjustments to work assignments or procedures; criticizes constructively; cooperative in dealing with unanticipated changes	Does not easily accept changes and adjustments to work assignments or procedures; criticism not always constructive; not generally cooperative in dealing with unanticipated changes	Resistant to changes and adjustments to work; criticisms are not warranted; uncooperative in dealing with unanticipated changes

Attachment 10 Continued

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

Attachment 10 Continued

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

Attachment 10 Continued

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	Independently completes assignments with minimal direction and follow up	Independently completes assignments with routine supervision	Occasionally unable to complete assignments independently; requires frequent supervision and follow up	Requires direct supervision while performing all aspects of routine assignments
Problem Solving	Anticipates potential problems and acts accordingly; makes an effort to prevent recurring problems	Recognizes and analyzes complex problems and takes appropriate action or recommends effective, creative solutions	Recognizes and analyzes routine problems and takes appropriate action	Occasionally recognizes problems; experiences some difficulty with analysis; requires some assistance to develop workable solutions	Rarely recognizes problems; experiences extreme difficulty with analysis; recommends ineffective solutions or unable to recommend solutions
Accuracy	Work performed at the highest level of accuracy; errors extremely rare, always minor	Work performed at a high level of accuracy; errors usually minor in nature	Work performed at an acceptable level of accuracy	Work performed occasionally at an unacceptable level of accuracy; frequent errors	Work performed with frequent and recurrent errors in routine assignments
Work Process/Product/Services	Develops highest quality work product or demonstrates highest quality of services	Thoroughly researches, analyzes, and prepares high quality work product or provides high quality services	Thoroughly researches and efficiently prepares product at acceptable standards or provides services at acceptable standards	Has difficulty with work process/product/services; occasionally unable to meet an acceptable standard of quality	Rarely meets acceptable standards of quality
Working Under Pressure	Efficiently and effectively performs all assignments regardless of distractions or pressure situations	Frequently handles difficult pressure situations and distractions without affecting performance; reprioritizes workload as needed	Appropriately handles routine pressure situations and distractions of the job while maintaining normal workload	Low tolerance to some pressure situations or distractions which hinder job performance	Rarely able to work under pressure situations or handle distractions

JOB QUANTITY	Evaluation				
	Far Exceeds Standards	Exceeds Standards	Meets Standards	Below Standards	Far Below Standards
Volume of Work	Always produces more than required	Frequently produces more than required	Produces the required volume of work	Occasionally fails to meet requirements	Rarely meets requirements

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
