



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

**IBM MAINFRAME MULTIPLE VIRTUAL SYSTEMS (MVS)  
SYSTEMS PROGRAMMING SUPPORT**

**CATS + TORFP #J01B3400033**

Maryland Department of Transportation (MDOT)/Office of  
Transportation Technology Services (OTTS)

**ISSUE DATE: May 28, 2013**

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## KEY INFORMATION SUMMARY SHEET

This 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. 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>	IBM Mainframe MVS Systems Programming Support
<b>Functional Area:</b>	FA6 System Operations, Maintenance & Support
<b>TORFP Issue Date:</b>	May 28, 2013
<b>Closing Date and Time:</b>	Thursday, June 30, 2013 by 2:00 PM (EST)
<b>TORFP Issuing Office:</b>	Maryland Department of Transportation (MDOT) Office of Transportation Technology Services (OTTS)
<b>Questions and Proposals are to be sent to:</b>	Joy Abrams jabrams@mdot.state.md.us
<b>TO Procurement Officer</b>	Joy Abrams Office Phone: 410-865-1133 Office Fax: 410-865-1388
<b>TO Manager:</b>	Cathy Caster MDOT OTTS System Software Support Office Phone: (410) 787-7868 Office Fax: (410) 424-3752 <a href="mailto:Ccaster@mdot.state.md.us">Ccaster@mdot.state.md.us</a>
<b>Project Number:</b>	<b>J01B3400033</b>
<b>TO Type:</b>	Time and Material
<b>Period of Performance:</b>	June 1, 2014 – May 31, 2019
<b>MBE Goal:</b>	0% Goal
<b>Small Business Reserve (SBR):</b>	No
<b>Primary Place of Performance:</b>	One Orchard Road Glen Burnie, Maryland 21060
<b>State Furnish Work Site and/or Access to Equipment, Facilities or Personnel:</b>	Office desk space and networked PC with email and software applications for on-site staff.
<b>TO Pre-Proposal Conference:</b>	No Pre-proposal Conference will be held

## SECTION 1 - ADMINISTRATIVE INFORMATION

### 1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT

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

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

### 1.2 TO AGREEMENT

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

### 1.3 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the date and exact time stated in the Key Information Summary Sheet above. The date and time of submission is determined by the date and time of arrival in the TO Procurement Officer's e-mail box. The TO Proposal is to be submitted via e-mail, not to exceed 8 MB, as two (2) attachments in MS Word format. The "subject" line in the e-mail submission shall state the TORFP #J01B3400033. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS+ TORFP #J01B3400033 Technical." The second file will be the financial response to this CATS+ TORFP and titled, "CATS+ TORFP #J01B3400033 Financial." The following proposal documents shall be submitted with required signatures as .PDF files with signatures clearly visible:

- Attachment 1 – Price Proposal (**separate file**)
- Attachment 2 - MBE Forms D-1 and D-2 (if applicable)
- Attachment 4 - Conflict of Interest and Disclosure Affidavit
- Attachment 5 – Labor Classification Personnel Resume
- Attachment 6 – Non-Disclosure Agreement (Offeror)
- Certifications- (if applicable)

### 1.4 ORAL PRESENTATIONS/INTERVIEWS

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

### 1.5 MINORITY BUSINESS ENTERPRISE (MBE) (IF APPLICABLE)

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

### 1.6 CONFLICT OF INTEREST

The TO Contractor awarded the TOA shall provide IT consulting services for State agencies or component programs with those agencies, and shall do so impartially and without any conflicts of interest. Each Master Contractor shall complete and include a Conflict of Interest Affidavit in the form included as Attachment 4 this TORFP with its TO Proposal. If the TO Procurement Officer makes a determination that facts or circumstances

exist that give rise to or could in the future give rise to a conflict of interest within the meaning of COMAR 21.05.08.08A, the TO Procurement Officer may reject a Master Contractor's TO Proposal under COMAR 21.06.02.03B.

Master Contractors 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 7201 Corporate Center Drive, PO BOX 548, Hanover, Maryland 21076. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement in the form of Attachment 6. Please contact the TO Manager of this TORFP to schedule an appointment.

In addition, certain documentation may be required by the TO Contractor awarded the 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.

### **1.8 LIMITATION OF LIABILITY CEILING**

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

### **1.9 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES**

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

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

## **SECTION 2 – SCOPE OF WORK**

### **2.1 PURPOSE**

The MDOT/OTTS is issuing this CATS+ TORFP to continue to provide an IT computing infrastructure management program that is consistent with the State of Maryland and well-known Information Technology best practices and standards. MDOT is issuing this CATS + TORFP to acquire the services from a TO Contractor for technical support of the OTTS IBM mainframe. The TO Contractor shall be accountable for effectively and efficiently maintaining high availability, reliability and integrity of the operating system, sub-systems, and Independent Software Vendor (ISV) program products for the IBM zSeries mainframe. These services shall include the planned installation, testing, and maintenance of system software with the appropriate versions, releases and maintenance levels by senior-level personnel. The Master Contractor shall provide only two full-time resources in response to this TORFP.

### **2.2 REQUESTING AGENCY INFORMATION**

The MDOT/ OTTS provides enterprise-wide infrastructure support to the MDOT Transportation Business Units (TBUs) and to its external mainframe customers, including Public Safety, the Comptroller's Office, and the Court System, among others. OTTS provides mainframe and network support at the enterprise level. Additionally, support is provided for a variety of PC and web-based applications that interface with the mainframe.

### **2.3 MANAGEMENT ROLES AND RESPONSIBILITIES**

TO Procurement Office – MDOT representative is responsible for managing the TO solicitation and award process, change order process, and resolution of TOA scope issues.

TO Manager - The TO Manager will assign tasks to the personnel being provided and will track and monitor the work being performed. Through the monthly accounting of hours deliverable for work types, actual work produced will be reconciled with the hours reported.

TO Contract Manager - The TO Contract Manager will serve as first line contact with the TO Manager to regularly discuss progress of tasks, upcoming projects, historical performance, and resolve any issues that may arise pertaining to the contractor staff. The TO Contractor manager will serve as liaison between the TO Manager and the senior Contractor management.

TO Contractor Management will receive status reports and time reports from the TO Contractor Personnel, and will provide invoices to MDOT as specified under Section 2.16. TO Contractor Management is responsible for making payments to the TO Contractor Personnel.

### **2.4 SYSTEM BACKGROUND AND DESCRIPTION**

OTTS operates a twenty-four (24) hours a day, seven (7) days a week data center and is tasked with providing all information technology services for all TBUs within the MDOT. This includes but is not limited to State Highway Administration (SHA), Maryland Port Administration (MPA), Motor Vehicle Administration (MVA), MDOT Secretary's Office (TSO) including the Financial Management Information System (FMIS), Human Resources (HR), and Employee Management Information System (EMIS) Payroll and many others. OTTS is responsible for the delivery and technical support of various software and hardware platforms including the system programming and maintenance support of an IBM mainframe zSeries enterprise server system, direct-access storage devices (DASD), tape subsystems, and all associated peripherals. OTTS implements MDOT's information technology vision, standards, architecture, and planning processing, along with providing internal data, information, and communications services to our clients.

The OTTS data center services are mainframe-centric and the support services necessary shall include but not be limited to, the delivery of requisite systems programming/administrative skills and expertise to ensure high

availability, reliability, security, and performance of the operating systems, sub-systems and ISV program products for the IBM z/OS mainframe platform.

The current mainframe operating system is z/OS Version 1 Release 13. Below is a description of the supported software environment:

#### IBM Software Product Environment:

- z/OS Version 1.13
- DB2 Universal DataBase for zOS Version 9
- Customer Information Control System (CICS) Transaction Server for zOS Version 3.2
- WebSphere Message Queuing for zOS Version 7.0.1
- Enterprise COBOL Version 4
- Query Management Facility Classic Edition Version 9.10
- Fault Analyzer Version 11.1
- File Manager Version 11.1
- Debug Tool Utilities & Advanced Functions Version 11.1
- Print Services Facility Version 4.4
- IBM Tivoli Omegamon suite including:
  - ✓ DE Version 4.2,
  - ✓ XE for CICS Version 4.2,
  - ✓ XE for Networks Version 4.2,
  - ✓ XE on zOS Version 4.2,
  - ✓ XE for DB2PM Version 5.1,
  - ✓ Management Console Version 4.1
- DB2 Tools suite including:
  - ✓ DB2 Log Analysis Tool Version 1.3
  - ✓ DB2 Utilities Suite Version 9.1
  - ✓ DB2 Table Editor Version 4.3
  - ✓ DB2 Administration Tool Version 10.1
- IBM Sterling Commerce GenTran Plus Version 6.0
- IBM Sterling Commerce Supertrac Version 4.2

#### Independent Software Vendor (ISV) Product Environment:

- Allen Systems Group JCL-Prep Version 6.8
- Allen systems Group ViewDirect Version 6.5.3
- Computer Associates Advantage Datacom/AD Version 11
- Computer Associates AllFusion Endeavor Change manager Version 15.1
- Computer Associates AllFusion InterTest Batch Version 8.5
- Computer Associates AllFusion InterTest for CICS Version 8.5
- Computer Associates BrightStor CA-1 Tape Management Version 12
- Computer Associates CA90's Common Services Version 14.1
- Computer Associates e-Trust ACF2 Security Version 14
- Computer Associates eTrust Examine Auditing Version 12
- Computer Associates Unicenter Easytrieve Plus Report Generator Version 6.4
- Computer Associates Unicenter Jobtrack Version 11
- Computer Associates Unicenter Spool Print Manager Version 11.7
- Compuware FileAid Version 9.3.1
- Information Builders iWay Reporting Server Version 5.2.1

- Information Builders WebFOCUS Web Components Version 5.2.5
- MacKinney CICS/JSUB Version 1.1
- MacKinney Listcat Plus Version 7.2
- MacKinney Batch to CICS Version 1.4
- PKWare PKZip for zSeries Version 11.1i
- SAS Version 9.1.3
- Oracle(StorageTek) Enterprise Library Software (ELS) Version 7
- SyncSort for zOS Version 1.4.0
- Williams Data Systems FTP Alert/ZEN Version 4.3

## **2.5 PROFESSIONAL DEVELOPMENT**

The IBM mainframe platform is continuously evolving to support not only existing legacy workload but new and emerging technologies. It is expected that the TO Contractor shall ensure continuing education opportunities for the personnel provided. This education and the skills acquired should be directly associated and precisely in-line with the technologies and practices currently utilized by MDOT OTTS or anticipated to be implemented by MDOT OTTS in the near future. Actual course costs and time allocated 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, but not be limited to, the following recurring duties:

#### **2.6.1.1 Operating Environment Software Support:**

- Install, configure, customize, maintain and use operating systems and network control software (i.e., zOS, TCP/IP, VTAM, Netview, etc.).
- Monitor zOS software environment, using available monitoring tools.
- Troubleshoot and conduct problem determination.
- Maintain Hardware Management Console (HMC) environment.
- Develop and support system exits and utility programs.
- Maintain site-specific reporting system on mainframe configuration changes.
- Conduct periodic audits of software configuration using CA-Examine.
- Develop technical procedures, processes, and standards.
- Produce implementation plan and other technical/user documentation.

#### **2.6.1.2 CICS Support:**

- Install, configure, and maintain CICS software, parameters and tables.
- Monitor CICS online systems for performance issues and enhancements.
- Develop and enhance regions in accordance with required application support.
- Troubleshoot and conduct problem determination in CICS online transaction-based application systems.
- Produce implementation plan and other technical/user documentation.

#### **2.6.1.3 Disaster Recovery Technical Planning and Support:**

- Examine the current mainframe disaster recovery processes.

- Make recommendations based on business continuity best practices and MDOT OTTS requirements.
- Perform periodic and regular disaster recovery and fail-over tests to ensure adequacy of plan.
- Recommend changes to plan based on results.
- Produce updates to the existing DR backup and restore documents.

#### **2.6.1.4 Capacity Planning, Performance Tuning and Statistical Reporting:**

- Monitor system performance and collect data for analysis.
- Customize and manage workload performance using IBM's Workload Manager software and policies.
- Perform data analysis and reporting, using IBM and other products and tools.
- Recommend changes to the operating system or sub-systems after statistical analysis.
- Identify opportunities to improve overall performance.
- Present documented findings to and discuss with technical management.

#### **2.6.1.5 Database Software and Management Support for DB2 Databases, and VSAM files:**

- Install, configure and maintain DB2 database software.
- Support database resource allocation.
- Support database backup and recovery for DB2 databases and VSAM files.
- Troubleshoot and conduct problem determination on database application access issues.
- Produce implementation plan and other technical/user documentation.

#### **2.6.1.6 IBM and ISV Software Installation, Configuration, and Maintenance Support:**

- Install, configure, customize, maintain, support and use IBM and ISV software products (see 2.4 within this Scope of Work).
- Provide expertise and special emphasis on mission-critical products:
  - ✓ IBM Websphere Message Queuing for zOS
  - ✓ IBM File Manager
  - ✓ IBM CICS Webservices
  - ✓ CA-Datcom
  - ✓ CA-ACF2
  - ✓ CA-JobTrac
  - ✓ CA-1 Tape Management
  - ✓ CA-Spool Print Manager
  - ✓ Compuware FileAid
  - ✓ SyncSort
- Troubleshoot and conduct problem determination.
- Produce implementation plan and other technical/user documentation.

#### **2.6.1.7 Storage and Recovery Management Support:**

- Assist in the design and maintenance of MDOT's DASD management strategy.
- Manage storage utilization for DASD and tape volumes and perform tuning.
- Produce reports of DASD utilization.
- Install, configure, and maintain Storage Management Subsystem (SMS) software, policies, standards, processes and procedures.
- Install, configure, and maintain Hierarchical Storage Management (HSM) software, policies, standards, processes and procedures.
- Manage backup and recovery processes and procedures.

- Install, configure, and maintain tape management software.
- Produce implementation plan and other technical/user documentation.

#### **2.6.1.8 Peripheral Hardware Support:**

- Provide recommendations, configure and maintain DASD and tape hardware.
- Install, configure, and maintain tape (real/virtual) management system software.
- Research, install, customize and maintain any software changes to support hardware.
- Identify opportunities to improve overall performance.
- Produce implementation plan and other technical/user documentation.
- Support distributed printing.

#### **2.6.1.9 Personnel Support:**

The TO Contractor's personnel shall interface daily with OTTS System Software Support staff and also shall work with the following:

##### **2.6.1.9.1 OTTS Personnel (i.e., Operations, Network Support, Configuration Management, etc.):**

- Research and resolve production system problems.
- Plan and document all changes to the production environment.
- Install, maintain, and upgrade hardware and software on a pre-determined and approved schedule.
- Create procedures and documentation for system programming and support.

##### **2.6.1.9.2 Application programming and client personnel:**

- Research and resolve problems in development or production applications.
- Troubleshoot and support distributed applications when interfacing with mainframe.
- Assist in the design of applications from a technical perspective.
- Test and evaluate new system features.
- Answer any system-related questions.
- Provide technical training where possible and necessary.
- Produce documentation.

##### **2.6.1.9.3 Database Management personnel:**

- Maintain and upgrade DB2 database software.
- Troubleshoot database access issues.
- Provide storage support.

##### **2.6.1.9.4 MDOT management personnel:**

- Answer technical inquiries.
- Respond to, analyze and solve operating system, database, CICS, network, application and security problems in a timely manner.
- Suggest better techniques or strategies to reach MDOT goals.
- Ensure adequate system backups are performed and recovery strategy maintained.
- Assist in evaluation of new products or technologies, providing recommendations.
- Make recommendations for system enhancements.
- Respond to requests for special project involvement.
- Conduct technical research for system upgrades, inquiries, and special requests.

- Attend and participate in meetings and discussions.
- Produce status reports.
- Provide 24 hour, seven-day a week technical support on a rotating basis.

#### **2.6.1.9.5 Service Desk personnel:**

- Respond to Service Requests.
- Provide follow up information.
- Provide documentation.

#### **2.6.1.10 General Responsibilities:**

The following are general responsibilities, pursuant to other MDOT guidelines, for which the TO Contractor and TO Contractor's personnel shall be responsible:

- Providing the services in conformance with the requirements of this TORFP.
- Conforming to changes in laws, regulations, policies and technology.
- Reporting performance against prescribed service level requirements.
- Coordinating all changes to the information technology infrastructure that may affect the service levels of any other service area.
- Maintaining a consistent level of service such as providing backup personnel in the event of illness, vacation, etc., and responding to "on call" service issues immediately.

#### **2.6.1.11 Planning Support Responsibilities:**

The TO Contractor shall provide planning, staff and supporting activities needed to successfully assist the current State staff in providing uninterrupted mainframe system availability to MDOT Customers. The TO Contractor shall demonstrate the understanding and ability to assume existing contract responsibilities without negative impact to current operations and capabilities.

At a minimum, the TO Contractor shall provide the following services:

- Plan for, monitor of, and report on mainframe-centric activities.
- Identify and mitigate risk to the MDOT mainframe environment.
- Commit qualified staff at the beginning of and throughout the life of the task order.
- Coordinate and work with existing TO Contractor's personnel during the transitional period, if necessary.
- Acquire an understanding of MDOT's business activities, application systems and IT infrastructure.
- Acquire knowledge of the State's existing MDOT Enterprise software, tools, and supporting resources, and identify any additional software, tools, and supporting resources as needed.

#### **2.6.1.12 Technology Refresh:**

The selected TO Contractor shall provide systems management for the current technology at all times. As the TO Contractor and/or MDOT identify new technologies, the TO Contractor shall assist in creating a plan for migrating to targeted technology. Technology refresh of the mainframe environment shall include timely action to acquire new releases of and "fixes" for any software on MDOT's current inventory.

Operating system software shall always be at the current release unless funding or other operational issues warrant otherwise (e.g., new hardware is required to support current release of operating system). The TO Contractor shall be proactive in understanding technology capabilities and related impacts to MDOT platforms and provide all necessary assistance and support in maintaining platform currency and consistency, subsequent to the review and approval by MDOT management.

#### **2.6.1.13 Service Levels and Performance Management:**

The TO Contractor's personnel shall monitor and report on service level targets. Performance management procedures shall include monthly reports on DASD usage and system performance. Reporting shall include provisions for anomaly reporting and escalation if performance falls short of agreed-upon service levels. MDOT OTTS will provide the format for reporting on the service levels to the TO Contractor at the beginning of the task work.

#### **2.6.1.14 Software, Tools and Supporting Resources:**

The TO Contractor's personnel shall utilize available MDOT software, tools, and supporting resources to deliver services in support of the MDOT mainframe.

#### **2.6.1.15 Testing:**

The TO Contractor's personnel shall develop all strategic and tactical plans and methodologies for verifying all changes applied to systems hardware and software. Plans shall include detailed scenarios, approach, responsibilities, configuration prerequisites, expected outcomes, back out and recovery procedures. A detailed regression plan shall be documented and maintained to ensure systems integrity. All testing shall initially be performed in an environment independent of all production workloads, e.g. in a test logical partition (LPAR), with similar validation testing when changes are migrated into the production LPAR

#### **2.6.1.16 Training:**

The TO Contractor's personnel shall train appropriate State staff on proper system programming techniques and technical issues of the various software products. It is the responsibility of the TO Contractor to ensure that its personnel are trained adequately to perform the functions in the scope, and according to the standards of performance of this TORFP, at no additional cost to the State.

#### **2.6.1.17 Configuration/Change Management :**

The TO Contractor's personnel shall conform to all MDOT policies, standards and procedures relating to configuration and change management. This will include participation in change management meetings, architecture and design reviews, representing MDOT's perspective in the identification and buy-in of all technical requirements, and collaborating in identification of system and environmental impacts including the identification and mitigation of all risks. The TO Contractor's personnel shall fulfill any and all duties and responsibilities outlined in this TORFP in conformance with said policies and procedures. The TO Contractor's personnel shall make recommendations to and create, provide and maintain complete documentation of any changes to hardware, software, or configuration. This documentation will be provided to the TO Manager, will also be maintained in appropriate system documentation files, and will be audited on a regular basis. The TO Contractor's personnel shall make no changes to any of the mainframe system without the express approval of the TO Manager.

### 2.6.1.18 Security and Operational Compliance:

The TO Contractor’s personnel shall conform to all State, MDOT, and OTTS policies relating to IT and physical security, leave and work hours, teleworking and other privileges, team requirements, etc. by which MDOT OTTS State employees are governed.

## 2.7 WORK HOURS AND SERVICE LEVEL AGREEMENT

Work hours are to be billed on actual time worked at the rates proposed:

- **Business Hours Support:** The TO Contractor’s personnel shall work closely with the OTTS staff to develop work plans to provide technical coverage in delivering all related technical system management services. The TO Contractor’s assigned personnel will work an eight-hour day Monday through Friday, not including most State holidays and any State-imposed budgetary service reduction days or State closings. Contractor personnel may occasionally be required to work on some State holidays. Specific work hours will be established to provide daytime coverage between the hours of 7:00 a.m. until 16:30 p.m. A typical workday may also result in more than eight hours; see “Emergency Support.”
- **Non-Business Hours Support:** Once assigned, and personnel have demonstrated an understanding of the System Software Support infrastructure, the TO Contractor’s personnel will also be required to participate in a rotating emergency on-call schedule providing non-business hours support. Typically, personnel assigned to System Software Support are required to be on-call 24 hours a day for a seven-day period, one week out of every six weeks.
- **Scheduled Overtime Support:** Services may also involve some evening and/or weekend hours performing planned system upgrades in addition to core business hour support. Some Sunday mornings between the hours of 6:00 a.m. and 10:00 a.m. shall be required workdays.
- **Emergency Support:** In emergencies where time is of the essence for system repair or restoration, TO Contractor personnel shall provide support as needed, within reason, until the emergency is resolved.

Service Levels	Phone Response	On-Site Response	Response Availability	Comments
Non Business— Hours & Emergency Support	10 minutes	1.0 hour (if necessary)	7 days/week, 24 hrs a day on a rotating basis (see above)	Resolution expected either by on-site or remote dial in response
Scheduled Overtime Support	N/A	At or before 6:00 a.m. on selected Sundays	When necessary for project completion or problem resolution	Coordination with Manager and team required.

## 2.8 PERFORMANCE EVALUATION

TO Contractor personnel will be evaluated by the TO Manager on an annual basis for tasks performed. The established performance evaluation and standards are included as Attachment 9. Performance issues identified by the agency at any time throughout the duration of the contract are subject to the mitigation process described in Section 2.9 below

## 2.9 PERFORMANCE PROBLEM MITIGATION

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

- The TO Manager will notify the TO Contractor and MDOT Contract Management Office in writing describing the problem and delineating remediation requirements;
- The TO Contractor will have three business days to respond with a written Remediation Plan;
- The Remediation Plan will be implemented immediately upon acceptance by the TO Manager;
- Should performance issues persist, the TO Manager will notify MDOT CMO; and
- MDOT CMO will give written notice to the TO Contractor to request immediate removal, or substitution of the individual whose performance is at issue.

## 2.10 SUBSTITUTION OF PERSONNEL

### 2.10.1 Substitution of Personnel Prior to Award.

- A) Individuals proposed as personnel for TORFPs are expected to remain dedicated throughout the TORFP process. Substitutions will be allowed only when the Procurement Officer specifically agrees to the substitution in writing or due to an emergency circumstance as described in Section B) of this Section. All proposed substitutes of personnel must have qualifications at least equal to that of the person initially proposed in the TORFP. The burden of illustrating this comparison shall be the Master Contractor's. If approved, the substitution may require the re-evaluation of the Master Contractor's proposal based on the changed condition of substituted personnel. The resumes of the initially proposed personnel shall become the minimum requirement for qualifications for successor personnel for the duration of the total TO Agreement term. If one or more of the personnel become unavailable for consideration of and work under a TORFP and subsequent TO Agreement, the Master Contractor shall immediately notify the State Procurement Officer and propose to replace personnel with personnel of equal or better qualifications within 15 calendar days of notification to the State Procurement Officer. All substitutions shall be made in accordance with this provision.
- B) No substitutions of personnel will be permitted unless such substitutions are necessitated by an individual's sudden illness, death, or as otherwise approved by the Procurement Officer. In any of these events, the Master Contractor shall immediately notify the Procurement Officer and provide the information required by paragraph C). All proposed substitutions of personnel for other than emergency situations must be submitted in writing, at least 15 business days in advance of the proposed substitution, to the Procurement Officer, with the information required in paragraph C). The Procurement Officer must agree to the substitution in writing before such substitution shall become effective.
- C) All requests for substitutions must provide a detailed explanation of the circumstances necessitating the proposed substitutions, a resume of the proposed substitute (see paragraph D), and any other information requested by the Procurement Officer to make a determination as to the appropriateness of the proposed substitution. All proposed substitutes must have educational qualifications and work experience equal to or better than the resume initially proposed for personnel; the burden of illustrating this comparison shall be the Master Contractor's. The State reserves the right to conduct an interview with personnel submitted as a substitute.
- D) Resumes shall be signed by all substituting individuals and their formal supervisor, and the official resume of the previous employee shall be provided for comparison purposes.

### **2.10.2 Substitution of Personnel After Award.**

The TO Contractor shall only propose staff available at the time of the TO Proposal and during the evaluation process that satisfy the personnel qualifications specified in the TO Proposal. After award, the substitution of personnel shall comply with Section 2.9.6 of the CATS + Master Contract, and be submitted to the TO Manager and MDOT CMO. MDOT CMO and the TO Manager will perform a concurrent review of the request.

- The TO Contractor may not substitute or temporarily reassign any TO Contractor personnel without the prior approval of the TO Manager.
- To replace any personnel, the TO Contractor shall submit resumes of the proposed personnel specifying their intended approved labor category.
- All proposed substitute personnel shall have qualifications equal to or better than those of the replaced personnel and shall be approved by the TO Manager.
- The TO Manager shall have the option to interview the proposed substitute personnel.
- After the interview, the TO Manager shall notify the TO Contractor of acceptance or denial of the requested substitution.

### **2.11 PREMISES AND OPERATIONAL SECURITY**

- Prior to commencement of the work, TO Contractor employees and subcontractors to be assigned to perform work under the resulting Contract shall be required to submit background check certification to MDOT from recognized law enforcement agencies, including the FBI. Contractor shall be responsible for ensuring that its employees' and subcontractors' background check certifications are renewed annually, and at the sole expense to the Contractor. MDOT reserves the right to disqualify any TO Contractor employees or subcontractors whose background checks suggest conduct, involvements, and/or associations that MDOT determines, in its sole discretion, may be inconsistent with the performance and/or security requirements set forth in this TORFP. MDOT reserves the right to perform additional background checks on TO Contractor and subcontractor employees.
- Further, TO Contractor employees may be subject to random security checks during entry and leaving State secured areas. The State reserves the right to require TO Contractor employees to be accompanied while in secured premises.
- TO Contractor employees shall, while on State premises, display their State issued identification cards without exception.
- TO Contractor shall require its employees to follow the State of Maryland and Maryland Transportation Information Technology Security Policy and Standards throughout the term of the Contract.
- The State reserves the right to request that the Contractor submit proof of employment authorization of non-United States Citizens, prior to commencement of work under the resulting Contract.
- Contractor shall remove any employee from working on the resulting Contract where the State of Maryland provides evidence to the Contractor that said employee has not adhered to the security requirements specified herein.
- Resources proposed to perform services for Maryland Aviation Administration shall be capable of qualifying for and obtaining a BWI Airport Security badge to include US Customs Seal and

Transportation Identifications. Resources proposed to perform services for MDOT Port Administration (MPA) shall comply with all MPA security requirements.

- The cost of complying with all security requirements specified herein are the sole responsibilities and obligations of the contractor and its subcontractors and no such costs shall be passed through to or reimbursed by the State or any of its agencies or units.

## 2.12 DELIVERABLES

### 2.12.1 DELIVERABLE CRITERIA/PROCESS

<b>ID</b>	<b>Deliverables</b>	<b>Acceptance Criteria</b>	<b>Timeline</b>
2.12.1.1	<b>Personnel</b>	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 TO Manager. Annual evaluations will demonstrate acceptance or rejection.	Annual performance review on anniversary of start date.
2.12.1.2	<b>Monthly DASD utilization reports</b>	OTTS will provide a template and procedure to create the reports. The TO Contractor personnel will gather required data and update the spreadsheet monthly to provide a high-level management report that indicates the DASD utilization for the prior month to be used for planning purposes.	Monthly; to be received by the 5 <sup>th</sup> workday of each month.
2.12.1.3	<b>Monthly System Utilization Reports – Prime Time</b>	OTTS will provide a template and procedure to create the reports. The TO Contractor personnel will gather required data and update the spreadsheet monthly to provide a high-level management report that indicates daily system utilization for prime time hours.	Monthly; to be received by the 5 <sup>th</sup> workday of each month.
2.12.1.4	<b>Monthly System Utilization Reports – Non Prime Time</b>	OTTS will provide a template and procedure to create the reports. The TO Contractor personnel will gather required data and update the spreadsheet monthly to provide a high-level management report that indicates daily system utilization for non-prime time hours.	Monthly; to be received by the 5 <sup>th</sup> workday of each month.
2.13.1.5	<b>Monthly Status Report per Resource</b>	OTTS will provide a template. The TO Contractor personnel will provide to the TO Manager a monthly status/activity report of projects and tasks assigned, work completed, and outstanding assignments.	Monthly; to be received by the 5 <sup>th</sup> workday of each month.
2.13.1.6	<b>Monthly Timesheet per Resource</b>	OTTS will provide a means of reporting time for each resource that will show hours spent on tasks and activities per month. These hours will be compared to the monthly invoice.	Monthly; to be received by the 5 <sup>th</sup> workday of each month.

## 2.13 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:

- State of Maryland System Development Life Cycle (SDLC) methodology
- State of Maryland Information Technology Security Policies
- State of Maryland Enterprise Architecture.

## **2.14 TO CONTRACTOR PERSONNEL MINIMUM QUALIFICATIONS**

The following minimum qualifications and experience are mandatory. The Contractor's proposed personnel shall have a minimum of 10 years of solid IBM MVS systems programming experience and most recent experience shall have occurred within the past year.

- Planning, installation, configuration, customization and maintenance of IBM z/OS operating system and various other base and optional features including TSO/E, ISPF/PDF, JES2, SDSF, Communication Server IP and SNA, TCP/IP, etc.
- Installation, definition, configuration, customization and maintenance of IBM zSeries system and OEM peripheral hardware using Hardware Configuration Definitions.
- Creation, configuration, and customization of several PR/SM LPAR environments and maintenance of z/OS images running in them.
- Work with the use and operation of the IBM Hardware Management Console.
- Installation, configuration and customization of z/OS UNIX System Services environment including Hierarchical File System (HFS) and zFS setup and security access.
- Secure Sockets Layer (SSL) and Secure Shell (SSH) installation, configuration, implementation, and security.
- Diagnosing z/OS performance problems and tuning the operating system using IPCS.
- Capacity planning, resource analysis and reporting using RMF.
- Installation, configuration, customization and maintenance of CICS and all associated utilities, tools, and subsystems.
- Work with the implementation and operation of the application program interfaces used by Webservices, XML, SDK/JAVA communicating with various CICS, DB2 and distributed platforms.
- Installation, configuration, customization and maintenance of DB2 database software and all associated utilities and tools.
- Configuration, customization and maintenance of IBM Resource Recovery Services .
- Installation, configuration, customization and maintenance of Websphere MQ software deployed on the mainframe and communicating with other external systems on distributed platform.
- Installation, configuration, customization, maintenance, administration and use of IBM Tivoli Omegamon suite of monitoring products.
- Diagnosing performance problems in DB2 and CICS and tuning those subsystems.
- Implementing and supporting DFSMS/DFHSM storage management systems, DASD management, and reporting.
- Problem determination and reading/analyzing memory dumps produced by z/OS, CICS, DB2, SVC, and other software components using IPCS, IBM Fault Analyzer, and IBM Debug Tool.
- Installation, configuration, customization and maintenance of various Independent Software Vendor (ISV) products (see 2.4 SYSTEM BACKGROUND AND DESCRIPTION for product information).
- Installation, configuration, customization, maintenance, administration, troubleshooting, and rescue of Computer Associates' e-Trust ACF2 Security and associated environment and relationship to equivalent RACF commands and environment.
- Installation, configuration, customization, maintenance and administration of Computer Associates' Brightstore CA-1 Tape Management system.
- Installation, configuration, customization, maintenance and administration of Computer Associates' Unicenter Jobtrac job scheduler software, and Computer Associates' Advantage Datacom/AD database software.

- Installation, configuration, customization, maintenance and understanding of Computer Associates' Unicenter Spool Print Manager.
- Installation, configuration, customization, maintenance and understanding of Computer Associates' AllFusion Endeavor Change management software.
- Installation, configuration, customization, maintenance and understanding of SyncSort site sort default product.
- Work with Enterprise COBOL language programming and application development.
- IBM REXX language programming and application development.
- IBM Command List (CLIST) language programming and application development.
- IBM Netview script programming for automation setup.
- Working knowledge of IBM Assembler Language programming and experience in coding system exits.
- Work with IBM software product packaging with Serverpac and CBPDO and intimate knowledge of using SMP/E and building usermods in installing/customizing the software.
- IBM mainframe Disaster Recovery technical planning, testing and backup/recovery strategies including MVS core environment and DB2 from a log, BSDS (boot strap dataset), and archive perspective.
- Work with the implementation and operation of the IBM Workload Manager (WLM) including policy creation and definition of workloads, service classes, resource groups, application environments, classification groups, etc.
- IBM DB2 SQL and SPUFI.
- Producing project design and implementation plans, system descriptive documentation, user guides, emails, etc. with technical accuracy, professionalism, and completeness.

## **2.15 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 personnel with required expertise.

## **2.16 INVOICE SUBMISSION**

Invoices will be submitted by the TO Contractor on a monthly basis by the 15th business day of each month for all work completed in the previous month. Invoices for O&M work should be submitted within the first five (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+ 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.

### **2.16.1 INVOICE FORMAT**

- A) A proper invoice shall identify Maryland Department of Transportation Office of Transportation Technology Services, 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.
- 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 MDOT OTTS at the following address:
    - Maryland Department of Transportation
    - One Orchard Road
    - Glen Burnie, Maryland 21060

- ATTN: Linwood Floyd
- Bill Bryant

B) 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.

#### **2.16.2 MBE PARTICIPATION REPORTS (if applicable)**

Monthly reporting of MBE participation is required in accordance with the terms and conditions of the CATS+ Master Contract by the 10<sup>th</sup> day of each month. The TO Contractor shall provide a completed MBE Participation form (Attachment 2, Form D-5) to MDOT 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 MDOT. MDOT will monitor both the TO Contractor’s efforts to achieve the MBE participation goal and compliance with reporting requirements. The TO Contractor shall email all completed forms, copies of invoices and checks paid to the MBE directly to the TO Manager.

## 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 TECHNICAL PORTION OF TO PROPOSAL:

- 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) Documentation certifying that all proposed personnel meets the minimum required qualifications and possesses the required certifications in Section 2.14, as well as Section 2.10 of the CATS + Master Contract.
  - 2) Attachment 5- Labor Classification Personnel Resume. Signature will be required at the time of interview. Do not include resumes.
  - 3) 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 (If applicable)

Submit completed MBE documents Attachment 2 - Forms D-1 and D-2.

D) Subcontractors

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

E) Master Contractor and Subcontractor Experience and Capabilities

- Provide three examples of work assignments that the Master Contractor and the proposed personnel have completed that were similar in scope to the one defined in this TORFP. Each of the three examples, 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.
- 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:
  - f) The State contracting entity,
  - g) A brief description of the services/goods provided,
  - h) The dollar value of the contract,
  - i) The term of the contract,
  - j) Whether the contract was terminated prior to the specified original contract termination date,
  - k) Whether any available renewal option was not exercised,
  - l) 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.

Note: State of Maryland experience can be included as part of Section 3 above as project or contract experience. State of Maryland experience is neither required nor gives more weight in proposal evaluations.

#### F) State Assistance

The nature of this scope of work is very clear on the relationship between the contractor resources and the state resources participating. There is no additional expectation of State Assistance for this scope.

#### G) Confidentiality

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 TO Procurement Officer will be required to make an independent determination regarding whether the information may be disclosed.

### **3.2.2 FINANCIAL PORTION OF TO PROPOSAL:**

- 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 Proposal - Attachment 1 including:

The Master Contractor should 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. Pricing is valid for 120 days.

## PROCEDURE FOR AWARDING A TO AGREEMENT

### 3.3 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, MDOT will consider all information submitted in accordance with Section 3.

### 3.4 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.1.
- Personnel experience required in Section 3.2.1.B.

### 3.5 SELECTION PROCEDURES

- TO Proposals will be assessed throughout the evaluation process for compliance with the minimum personnel qualifications in Section 2.14 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.
- 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.
- The State will conduct interviews of all personnel proposed in each TO Proposal that meets minimum qualifications.
- Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.
- The most advantageous TO Proposal offer considering technical **and** financial submission shall be selected for the work assignment.

### 3.6 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, Background Check Affidavit and by a Notice to Proceed authorized by the TO Manager.

**ATTACHMENT 1 - PRICE PROPOSAL**

PRICE PROPOSAL FOR CATS+ TORFP # J01B3400033  
LABOR CATEGORIES

Labor Categories	A	B	C
	Full Loaded Hourly Labor Rate	Total Class Hours Annually	Total Proposed CATS + TORFP Price
(Agency to insert description of work and number of hours actual or for financial evaluation. Master Contractor <b>shall</b> insert Proposed Labor Categories for this TORFP)			
<b>Year 1 (June 1, 2014 – May 31, 2015)</b>	\$		\$
<i>Name of Resource #1 – Labor Category</i>	\$	2340	\$
<i>Name of Resource #2 – Labor Category</i>	\$	2340	\$
<b>Year 2 (June 1, 2015 – May 31, 2016)</b>	\$		\$
<i>Name of Resource #1 – Labor Category</i>	\$	2340	\$
<i>Name of Resource #2 – Labor Category</i>	\$	2340	\$
<b>Year 3 (June 1, 2016 – May 31, 2017)</b>	\$		\$
<i>Name of Resource #1 – Labor Category</i>	\$	2340	\$
<i>Name of Resource #2 – Labor Category</i>	\$	2340	\$
<b>Year 4 (June 1, 2017 – May 31, 2018)</b>	\$		\$
<i>Name of Resource #1 – Labor Category</i>	\$	2340	\$
<i>Name of Resource #2 – Labor Category</i>	\$	2340	\$
<b>Year 5 (June 1, 2018 – May 31, 2019)</b>			
<i>Name of Resource #1 – Labor Category</i>	\$	2340	\$
<i>Name of Resource #2 – Labor Category</i>	\$	2340	\$
<b>Total Evaluated Price</b>			\$

\_\_\_\_\_  
Authorized Individual Name

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Tax ID #

The Hourly Labor Rate is the actual rate the State will pay for services and shall be recorded in dollars and cents. The Hourly Labor Rate cannot exceed the Master Contract Rate, but may be lower, and shall include all direct and indirect costs including all travel costs and profit for the Master Contractor to perform under the TOA. Do not alter form. Rates are valid for 120 days.

SUBMIT WITH THE FINANCIAL RESPONSE

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

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

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

**1. MBE Participation (PLEASE CHECK ONLY ONE)**

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

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

**OR**

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

**2. Additional MBE Documentation**

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

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

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

**3. Information Provided to MBE firms**

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

**4. Products and Services Provided by MBE firms**

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

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

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature of Representative

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Date

**MDOT MBE FORM D-2**

## **STATE-FUNDED CONTRACTS MBE PARTICIPATION SCHEDULE**

### **PART 1 – INSTRUCTIONS FOR MBE PARTICIPATION SCHEDULE**

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

PAGE 1 OF 3

**\*\*\* STOP \*\*\***

#### **FORM INSTRUCTIONS**

**PLEASE READ BEFORE COMPLETING THIS FORM**

1. Please refer to the Maryland Department of Transportation (MDOT) MBE Directory at [www.mdot.state.md.us](http://www.mdot.state.md.us) to determine if a firm is certified for the appropriate North American Industry Classification System (“NAICS”) Code **and** the product/services description (specific product that a firm is certified to provide or specific areas of work that a firm is certified to perform). For more general information about NAICS, please visit [www.naics.com](http://www.naics.com). Only those specific products and/or services for which a firm is certified in the MDOT Directory can be used for purposes of achieving the MBE participation goals.
2. In order to be counted for purposes of achieving the MBE participation goals, the firm must be certified for that specific NAICS (“MBE” for State-funded projects designation after NAICS Code). **WARNING:** If the firm’s NAICS Code is in **graduated status**, such services/products **will not be counted** for purposes of achieving the MBE participation goals. Graduated status is clearly identified in the MDOT Directory (such graduated codes are designated with the word graduated after the appropriate NAICS Code).
3. Examining the NAICS Code is the **first step** in determining whether an MBE firm is certified and eligible to receive MBE participation credit for the specific products/services to be supplied or performed under the contract. The **second step** is to determine whether a firm’s Products/Services Description in the MBE Directory includes the products to be supplied and/or services to be performed that are being used to achieve the MBE participation goals.
4. If you have any questions as to whether a firm is certified to perform the specific services or provide specific products, please contact MDOT’s Office of Minority Business Enterprise at 1-800-544-6056 or via email at [mbe@mdot.state.md.us](mailto:mbe@mdot.state.md.us).
5. The Contractor’s subcontractors are considered second-tier subcontractors. Third-tier contracting used to meet an MBE goal is to be considered the exception and not the rule. The following two conditions must be met before MDOT, its Modal Administrations and the Maryland Transportation Authority may approve a third-tier contracting agreement: (a) the bidder/offeror must request in writing approval of each third-tier contract arrangement, and (b) the request must contain specifics as to why a third-tier contracting arrangement should be approved. These documents must be submitted with the bid/proposal in Part 2 of this MBE Participation Schedule.

### **MDOT MBE FORM D-2**

**STATE-FUNDED CONTRACTS  
MBE PARTICIPATION SCHEDULE**

**PART 1 – INSTRUCTIONS FOR MBE PARTICIPATION SCHEDULE**

PAGE 2 OF 3

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

**MDOT MBE FORM D-2  
STATE-FUNDED CONTRACTS**

## MBE PARTICIPATION SCHEDULE

### PART 1 – INSTRUCTIONS FOR MBE PARTICIPATION SCHEDULE

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

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

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

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

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

**PART 2 – MBE PARTICIPATION SCHEDULE**

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

PAGE \_\_\_ OF \_\_\_

<b>Prime Contractor</b>	<b>Project Description</b>	<b>SOLICITATION NUMBER</b>

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

<b>COLUMN 1</b>	<b>COLUMN 2</b>	<b>COLUMN 3</b>
		Unless the bidder/offeror requested a waiver in MDOT MBE Form D-1 – State Funded Contracts for this solicitation, the cumulative MBE participation for all MBE firms listed herein must equal at least the MBE participation goal <u>and</u> subgoals set forth in Form D-1.
<b>NAME OF MBE SUBCONTRACTOR AND TIER</b>	<b>CERTIFICATION NO. AND MBE CLASSIFICATION</b>	FOR PURPOSES OF ACHIEVING THE MBE PARTICIPATION GOAL AND SUBGOALS, refer to sections 6 and 7 in Part 1 - Instructions. State the percentage amount of the products/services in Line 3.1, except for those products or services where the MBE firm is being used as a wholesaler, supplier, or regular dealer. For items of work where the MBE firm is being used as a supplier, wholesaler and/or regular dealer, complete Line 3.2 using the 60% Rule.
<input type="checkbox"/> Please check if MBE firm is a third-tier contractor (if applicable). Please submit written documents in accordance with Section 5 of Part 1 - Instructions	<b>Certification Number:</b> <hr/> <b>(If dually certified, check only one box.)</b> <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification <hr/>	<b>3.1. TOTAL PERCENTAGE TO BE PAID TO THE SUBCONTRACTOR (STATE THIS PERCENTAGE AS A PERCENTAGE OF THE TOTAL CONTRACT VALUE- EXCLUDING PRODUCTS/SERVICES FROM SUPPLIERS, WHOLESALERS OR REGULAR DEALERS).</b> <hr/> <b>% (Percentage for purposes of calculating achievement of MBE Participation goal and subgoals, if any)</b>  <b>3.2 TOTAL PERCENTAGE TO BE PAID TO THE SUBCONTRACTOR FOR ITEMS OF WORK WHERE THE MBE FIRM IS BEING USED AS A SUPPLIER, WHOLESALER AND/OR REGULAR DEALER) (STATE THE PERCENTAGE AS A PERCENTAGE OF THE TOTAL CONTRACT VALUE AND THEN APPLY THE 60% RULE PER SECTION 6(E) IN PART 1 - INSTRUCTIONS).</b> <hr/> _____ % Total percentage of Supplies/Products <b>x _____ 60% (60% Rule)</b> <hr/> <b>% (Percentage for purposes of calculating achievement of MBE Participation goal and subgoals, if any)</b>

Please check if Continuation Sheets are attached.

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

PAGE \_\_\_ OF \_\_\_

Prime Contractor	Project Description	SOLICITATION NUMBER

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

COLUMN 1	COLUMN 2	COLUMN 3
		Unless the bidder/offeror requested a waiver in MDOT MBE Form D-1 – State Funded Contracts for this solicitation, the cumulative MBE participation for all MBE firms listed herein must equal at least the MBE participation goal <u>and</u> subgoals set forth in Form D-1.
<b>NAME OF MBE SUBCONTRACTOR AND TIER</b>	<b>CERTIFICATION NO. AND MBE CLASSIFICATION</b>	FOR PURPOSES OF ACHIEVING THE MBE PARTICIPATION GOAL AND SUBGOALS, refer to Sections 6 and 7 in Part 1 - Instructions. State the percentage amount of the products/services in Line 3.1, except for those products or services where the MBE firm is being used as a wholesaler, supplier, or regular dealer. For items of work where the MBE firm is being used as a supplier, wholesaler and/or regular dealer, complete Line 3.2 using the 60% Rule.
<input type="checkbox"/> Please check if MBE firm is a third-tier contractor (if applicable). Please submit written documents in accordance with Section 5 of Part 1 - Instructions	<b>Certification Number:</b> <hr style="border: 0.5px solid black;"/> <p><b>(If dually certified, check only one box.)</b></p> <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification <hr style="border: 0.5px solid black;"/>	<p><b>3.1. <u>TOTAL PERCENTAGE TO BE PAID TO THE SUBCONTRACTOR (STATE THIS PERCENTAGE AS A PERCENTAGE OF THE TOTAL CONTRACT VALUE- EXCLUDING PRODUCTS/SERVICES FROM SUPPLIERS, WHOLESALERS OR REGULAR DEALERS).</u></b></p> <p style="text-align: center;">_____ % <b>(Percentage for purposes of calculating achievement of MBE Participation goal and subgoals, if any)</b></p> <p><b>3.2 <u>TOTAL PERCENTAGE TO BE PAID TO THE SUBCONTRACTOR FOR ITEMS OF WORK WHERE THE MBE FIRM IS BEING USED AS A SUPPLIER, WHOLESALER AND/OR REGULAR DEALER) (STATE THE PERCENTAGE AS A PERCENTAGE OF THE TOTAL CONTRACT VALUE AND THEN APPLY THE 60% RULE PER SECTION 6(E) IN PART 1 - INSTRUCTIONS).</u></b></p> <p style="text-align: center;">_____ % Total percentage of Supplies/Products</p> <p><b>x _____ 60% (60% Rule)</b></p> <p style="text-align: center;">_____ % <b>(Percentage for purposes of calculating achievement of MBE Participation goal and subgoals, if any)</b></p>

Please check if Continuation Sheets are attached.

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

**PART 3 – CERTIFICATION FOR MBE PARTICIPATION SCHEDULE**

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

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

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

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

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

---

Company Name Signature of Representative

---

Address Printed Name and Title

---

City, State and Zip Code Date

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

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

1. Bidder/Offeror took the following efforts to identify subcontracting opportunities in these specific work categories:
  
2. Attached to this form are copies of written solicitations (with bidding/proposal instructions) used to solicit certified MBE firms for these subcontract opportunities.
  
3. Bidder/Offeror made the following attempts to personally contact the solicited MBE firms:

**4. Please Check One:**

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

**5. Please Check One:**

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

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature of Representative

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Date

# MDOT MBE FORM D-4

## STATE-FUNDED CONTRACTS

### MBE SUBCONTRACTOR PROJECT PARTICIPATION AFFIDAVIT

**IF THE BIDDER/OFFEROR FAILS TO RETURN THIS AFFIDAVIT WITHIN THE REQUIRED TIME, THE PROCUREMENT OFFICER MAY DETERMINE THAT THE BIDDER/OFFEROR IS NOT RESPONSIBLE AND THEREFORE NOT ELIGIBLE FOR CONTRACT AWARD OR THAT THE PROPOSAL IS NOT SUSCEPTIBLE OF BEING SELECTED FOR AWARD. SUBMIT ONE FORM FOR EACH CERTIFIED MBE FIRM LISTED IN THE MBE PARTICIPATION SCHEDULE. BIDDERS/OFFERORS ARE HIGHLY ENCOURAGED TO SUBMIT FORM D PRIOR TO THE TEN (10) DAY DEADLINE.**

Provided that \_\_\_\_\_ (Prime Contractor's Name) is awarded the State contract in conjunction with Solicitation No. \_\_\_\_\_, such Prime Contractor will enter into a subcontract with \_\_\_\_\_ (Subcontractor's Name) committing to participation by the MBE firm \_\_\_\_\_ (MBE Name) with MDOT Certification Number \_\_\_\_\_ (if subcontractor previously listed is also the MBE firm, please restate name and provide MBE Certification Number) which will receive at least \$\_\_\_\_\_ or \_\_\_\_% (Total Subcontract Amount/ Percentage) for performing the following products/services for the Contract:

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

I solemnly affirm under the penalties of perjury that the information provided in this MBE Subcontractor Project Participation Affidavit is true to the best of my knowledge, information and belief. I acknowledge that, for purposes of determining the accuracy of the information provided herein, the Procurement Officer may request additional information, including, without limitation, copies of the subcontract agreements and quotes.

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

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





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 shall 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 [REDACTED].

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 [REDACTED]. 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 shall 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 shall 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 Department of Transportation, Office  
Of Transportation Technology Services

\_\_\_\_\_  
By: Thomas P. Hickey, Director of Procurement

\_\_\_\_\_  
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 Classification Personnel Resume Summary

### INSTRUCTIONS:

1. Master Contractors shall 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 shall 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 shall 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)**

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

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

**Contractor's Contract Administrator:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Proposed Individual:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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



**ATTACHMENT 6 - NON-DISCLOSURE AGREEMENT (OFFEROR)**

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

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS+ TORFP #J01B3400033 for IBM Mainframe Multiple Virtual Systems (MVS) Programming Support. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to this project. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information 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 it's TO Proposal.
2. Each employee or agent of the OFFEROR who receives or has access to the Confidential Information shall execute a copy of this Agreement and the OFFEROR shall provide originals of such executed Agreements to the State. Each employee or agent of the OFFEROR who signs this Agreement shall be subject to the same terms, conditions, requirements and liabilities set forth herein that are applicable to the OFFEROR.
3. OFFEROR shall return the Confidential Information to the State within five business days of the State's Notice of recommended award. If the OFFEROR does not submit a Proposal, the OFFEROR shall return the Confidential Information to Joy Abrams, MDOT/OTTS on or before the due date for Proposals.
4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR'S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.
5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
6. This Agreement shall be governed by the laws of the State of Maryland.
7. OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than \$20,000 and/or imprisonment not exceeding 5 years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.
8. The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

OFFEROR: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

**SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP**

## ATTACHMENT 7 - NON-DISCLOSURE AGREEMENT (TO Contractor)

**THIS NON-DISCLOSURE AGREEMENT** (“Agreement”) is made as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the State of Maryland (“the State”), acting by and through its MDOT/OTTS (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 IBM Mainframe Multiple Virtual Systems (MVS) Programming Support TORFP No. J01B3400033 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 this project (the “Confidential Information”).

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

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

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

**Contractor/Contractor's Personnel:**

**MDOT/OTTS**

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP**

## ATTACHMENT 8 – TO CONTRACTOR SELF-REPORTING CHECKLIST

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

<b>Master Contractor:</b>	
<b>Master Contractor Contact / Phone:</b>	
<b>Procuring State Agency Name:</b>	
<b>TO Title:</b>	
<b>TO Number:</b>	
<b>TO Type (Fixed Price, T&amp;M, or Both):</b>	
<b>Checklist Issue Date:</b>	
<b>Checklist Due Date:</b>	
<b>Section 1 – Task Orders with Invoices Linked to Deliverables</b>	
A) Was the original TORFP (Task Order Request for Proposals) structured to link invoice payments to distinct deliverables with specific acceptance criteria? <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> <b>(If no, skip to Section 2.)</b>	
B) Do TO invoices match corresponding deliverable prices shown in the accepted Financial Proposal? <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> <b>(If no, explain why)</b> _____	
C) Is the deliverable acceptance process being adhered to as defined in the TORFP? <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> <b>(If no, explain why)</b> _____	
<b>Section 2 – Task Orders with Invoices Linked to Time, Labor Rates and Materials</b>	
A) If the TO involves material costs, are material costs passed to the agency without markup by the Master Contractor? <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> <b>(If no, explain why)</b> _____	
B) Are labor rates the same or less than the rates proposed in the accepted Financial Proposal? <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> <b>(If no, explain why)</b> _____	
C) Is the Master Contractor providing timesheets or other appropriate documentation to support invoices? <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> <b>(If no, explain why)</b> _____	
<b>Section 3 – Substitution of Personnel</b>	
A) Has there been any substitution of personnel? <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> <b>(If no, skip to Section 4.)</b>	
B) Did the Master Contractor request each personnel substitution in writing? <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> <b>(If no, explain why)</b> _____	
C) Does each accepted substitution possess equivalent or better education, experience and qualifications than incumbent personnel? <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> <b>(If no, explain why)</b> _____	

D) Was the substitute approved by the agency in writing?

Yes  No  (If no, explain why) \_\_\_\_\_

#### Section 4 – MBE Participation

A) What is the MBE goal as a percentage of the TO value? (If there is no MBE goal, skip to Section 5)  
%

B) Are MBE reports D-5 and D-6 submitted monthly?

Yes  No  (If no, explain why) \_\_\_\_\_

C) What is the actual MBE percentage to date? (divide the dollar amount paid to date to the MBE by the total amount paid to date on the TO)  
%

**(Example - \$3,000 was paid to date to the MBE sub-contractor; \$10,000 was paid to date on the TO; the MBE percentage is 30% ( $3,000 \div 10,000 = 0.30$ ))**

D) Is this consistent with the planned MBE percentage at this stage of the project?

Yes  No  (If no, explain why) \_\_\_\_\_

E) Has the Master Contractor expressed difficulty with meeting the MBE goal?

Yes  No

(If yes, explain the circumstances and any planned corrective actions)

\_\_\_\_\_

#### Section 5 – TO Change Management

A) Is there a written change management procedure applicable to this TO?

Yes  No  (If no, explain why) \_\_\_\_\_

B) Does the change management procedure include the following?

Yes  No  Sections for change description, justification, and sign-off

Yes  No  Sections for impact on cost, scope, schedule, risk and quality (i.e., the impact of change on satisfying TO requirements)

Yes  No  A formal group charged with reviewing / approving / declining changes (e.g., change control board, steering committee, or management team)

C) Have any change orders been executed?

Yes  No

(If yes, explain expected or actual impact on TO cost, scope, schedule, risk and quality)

\_\_\_\_\_

D) Is the change management procedure being followed?

Yes  No  (If no, explain why) \_\_\_\_\_

# ATTACHMENT 9 – PERFORMANCE EVALUATION

**CATS Task Order #/Description:** \_\_\_\_\_

**Name of Contractor being evaluated:** \_\_\_\_\_

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
<b>Rating for Dependability</b>	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
<b>Rating for Initiative</b>	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
<b>Rating for Interpersonal Relationships</b>	Far Exceeds	Exceeds		Meets	Below		Far Below
WORK HABITS		Far	Exceeds	Meets	Below	Far	Raw

	Exceeds				Below	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

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**Signature of Contractor**

**Date**

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**Signature of Evaluator**

**Date**

# ATTACHMENT 10 – CRIMINAL BACKGROUND CHECK AFFIDAVIT

## AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

- A. I hereby affirm that \_\_\_\_\_ (Master Contractor) \_\_\_\_\_ has complied with Section 2.4, Security Requirements of the Department of Information Technology’s Consulting Technical Services Master Contract Number 060B2490023 (CATS +) hereto as Exhibit A1
  
- B. I hereby affirm that the \_\_\_\_\_ (Master Contractor) \_\_\_\_\_ has provided \_\_\_\_\_ (Agency) \_\_\_\_\_ with a summary of the security clearance results for all of the candidates that will be working on Task Order \_\_\_\_\_ (Title and Number) \_\_\_\_\_ and all of these candidates have successfully passed all of the background checks required under Section 2.4.3.2 of the CATS + Master Contract. Master Contractors hereby agrees to provide security clearance results for any additional candidates at least seven (7) days prior to the date the candidate commences work on this Task Order.

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

\_\_\_\_\_  
Master Contractor

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**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**

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