



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

**MTA Web Sites System Operations,
Maintenance and Support**

CATS+ TORFP #J05B4400008

**MARYLAND DEPARTMENT OF TRANSPORTATION (MDOT)
MARYLAND TRANSIT ADMINISTRATION (MTA)**

SMALL BUSINESS RESERVE

ISSUE DATE: December 6, 2013

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KEY INFORMATION SUMMARY SHEET

This Consulting and Technical Services Plus (CATS+) Task Order Request for Proposals (TORFP) J05B4400008, 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 must 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 and subsequent Master Contract Project Number 060B2490023, including any amendments.

TORFP NAME:	MTA Web Sites System Operations, Maintenance, and Support
PROJECT NUMBER:	J05B4400008
FUNCTIONAL AREA:	FA2 – Web and Internet Systems
TORFP ISSUE DATE:	December 6, 2013
QUESTIONS DUE DATE AND TIME:	Tuesday, December 17, 2013 at 2:00 p.m. LOCAL TIME
CLOSING DUE DATE AND TIME:	Monday, January 13, 2014 at 2:00 p.m. LOCAL TIME
TORFP Issuing Office:	Maryland Department of Transportation (MDOT) Maryland Transit Administration (MTA)
Send Questions and Proposals to:	Joseph Palechek Email Address: jpalechek@mdot.state.md.us
TO Procurement Officer	Joseph Palechek Office Phone: 410-865-1129 Email Address: jpalechek@mdot.state.md.us
TO Manager:	Rosemary S. Davis Office Phone Number: 410-767-3888 Office Fax Number: 410-333-0773
	Time and Materials
Period of Performance:	Notice to Proceed (NTP) – Not to Exceed Five (5) years
MBE Goal:	0%
Small Business Reserve (SBR):	Yes
Primary Place of Performance:	Maryland Transit Administration 6 St. Paul Street Baltimore, Maryland 21202
State Furnish Work Site and/or Access to Equipment, Facilities or Personnel:	Work Station, phone, networked PC.
TO Pre-Proposal Conference:	There will be no Pre-Proposal Conference for this TORFP

SECTION 1 - ADMINISTRATIVE INFORMATION

1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT

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

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

1.2 TO AGREEMENT

Based upon an evaluation of TO Proposal responses, a Master Contractor will be selected to conduct the work defined in Section 2 - Scope of Work. A specific TO Agreement, Attachment 3, will then be entered into between the State and the selected Master Contractor, which shall 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 8MB, as two (2) attachments in MS Word format (2007 or greater). The "subject" line in the e-mail submission shall state the TORFP #J05B4400008. The first file will be the TO Technical Proposal for this TORFP and titled, "CATS+ TORFP #J05B4400008 Technical". The second file will be the TO Financial Proposal for this CATS+ TORFP and titled, "CATS+ TORFP #J05B4400008 Financial". The following proposal documents must be submitted with required signatures as .PDF files with signatures clearly visible:

- Attachment 1 – Price Proposal
- Attachment 4 - Conflict of Interest and Disclosure Affidavit
- Attachment 5 – Labor Category Personnel Resume Summary
- Attachment 11 – Certification Regarding Investments in Iran
- Attachment 12 – Living Wage Affidavit of Agreement
- Attachment 13 – Small Business Reserve Affidavit
- Certifications – (if applicable)

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

1.4 ORAL PRESENTATIONS/INTERVIEWS

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

1.5 MINORITY BUSINESS ENTERPRISE (MBE) – (IF APPLICABLE ONLY)

An MBE goal of 0% has been assigned to this TORFP.

1.6 CONFLICT OF INTEREST

The TO Contractor awarded the TO Agreement shall provide IT consulting services for State agencies or component programs with those agencies, and must do so impartially and without any conflicts of interest. Each Master Contractor shall complete and include a Conflict of Interest Affidavit in the form included as Attachment 4 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 the Maryland Transit Administration (MTA), 6 St. Paul Street, Baltimore, MD 21202. Offerors who review such documentation shall be required to sign a Non-Disclosure Agreement (Offeror) in the form of Attachment 6. Please contact the TO Manager of this TORFP to schedule an appointment.

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

1.8 LIMITATION OF LIABILITY CEILING

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

1.9 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES

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

Attachment 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.

1.10 QUESTIONS

All questions must be submitted via email to the TO Procurement Officer no later than the exact date and time indicated in the Key Information Summary Sheet. Answers applicable to all Master Contractors will be distributed to all Master Contractors who are known to have received a copy of the TORFP.

Answers can be considered final and binding only when they have been answered in writing by the State.

1.11 TO PRE-PROPOSAL CONFERENCE

A pre-proposal conference will not be held for this TORFP.

1.12 CHANGE ORDERS

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

1.13 TRAVEL REIMBURSEMENT

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

1.14 **LIVING WAGE**

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

A proposal submitted by an Offeror shall be accompanied by a completed Living Wage Affidavit of Agreement. See Attachment 12 for a copy of the Living Wage Affidavit of Agreement.

1.15 **IRANIAN NON-INVESTMENT**

All proposals shall be accompanied by a completed Certification Regarding Investments in Iran. A copy of this Certification is included as Attachment 11 of this TORFP.

1.16 **SMALL BUSINESS RESERVE (SBR)**

This is a Small Business Reserve (SBR) only procurement. Any company or company bidding on Small Business Reserve or Preference procurement and not qualifying as a small business under § 14-501(c) shall have its bid or offer rejected on the ground that the bidder is not responsible. See Attachment 13.

The remainder of this page is intentionally left blank.

SECTION 2 – SCOPE OF WORK

2.1 PURPOSE

MDOT, Office of Procurement (OOP) is issuing this CATS+ TORFP to obtain the services of two (2) on-site resources with a broad range of technical service to manage the Intranet systems, maintenance and support of MTA activities. In addition to these on site resources this Task Order provides the option for additional consultant resources to address additional enhancements to existing Web applications or architecture not within the confines of system operations, maintenance, or support (Please refer to Section 2.6.1.C for scope of Optional Tasks / Assignments).

As part of the evaluation of the proposal for this TO, Master Contractors shall propose **exactly two (2) named resources** and shall describe in a Staffing Plan how additional resources shall be acquired to meet the needs of the MTA. MTA expects two (2) resources to be available as of the NTP and MTA will initiate a work order to obtain additional resources as required during the performance of the TO.

This CATS+ TORFP is issued to acquire the services of the following resources:

- Lead Web Developer (one available as of NTP)
- Web Developer (four total planned, one available as of NTP)

The services provided through this Task Order are critical to supporting MTA's Mission critical business application. The goals of this Task Order are to ensure that the MTA has the appropriate resources, skills and expertise to manage and enhance MTA's web pages and Intranet infrastructure consistent with MTA's architecture, blue prints, templates and standards; to provide guidance concerning web and application security and Section 508 compliance; and to provide on-going guidance concerning best practices in planning, designing and implementing newer web technologies.

These individuals will develop, enhance, maintain and support many of our mission critical business applications. They will also support other client/server, Access and web-based systems as currently needed or in the future. They must be qualified and experienced in the systems identified (or in systems providing similar business functions).

MTA intends to award this Task Order to one (1) Master Contractor that proposes a team of resources and a Staffing Plan that can satisfy the TO requirements.

MTA will have the option of adding up to three (3) additional resources to this TO for a maximum total of five (5) resources. All additional resources will be requested through a Work Order process (See Section 2.8).

2.2 REQUESTING AGENCY INFORMATION

The Maryland Transit Administration's business function is to provide a network of transit services throughout Maryland. This is accomplished by providing accessible local bus, Metro Subway, light rail and paratransit/mobility services, as well as commuter services that include commuter buses and MARC. Additionally, the MTA partners with transit providers throughout the 23 counties and Baltimore City to ensure financial, technical, and administrative support for locally operated transit throughout Maryland. The MTA's objective is to increase transit ridership while managing an efficient agency.

2.3 MANAGEMENT ROLES AND RESPONSIBILITIES

- **TO Procurement Officer** – MDOT representative responsible for managing the TORFP and award process, change order process, and resolution of TO Agreement scope issues.
- **TO Manager** - The TO Manager (listed on the Key Information Summary Sheet) has the primary responsibility for the management of the work performed under the TO Agreement; administration functions, including issuing written directions; ensuring compliance with the terms and conditions of the CATS+ Master Contract.

TO Manager will assign tasks to the personnel provided under this TORFP and will track and monitor the work being performed through the monthly accounting of hour's deliverable for work types; actual work produced will be reconciled with the hours reported.

TO Manager will assign tasks to the personnel provided under this TORFP and will track and monitor the work being performed through the monthly accounting of hour's deliverable for work types; actual work produced will be reconciled with the hours reported.

- **TO Contractor** – The CATS+ Master Contractor awarded the TO Agreement. The TO Contractor shall provide IT resources as necessary to perform the services described in this TORFP Scope of Work.
- **TO Contractor Primary Point of Contact** - A TO Contractor primary point of contact for the project shall be identified by the TO Contractor. The TO Contractor primary point of contact shall, during the first week of every month, provide the TO Manager with original signed Time Sheets for the TO Contractor support personnel activities for the previous month.
- **TO Support Personnel** – Any resource provided by the TO Contractor at MDOT’s request.
- **MDOT CMO** - MDOT Contract Management Office is responsible for management of the contract after award.

2.4 SYSTEM BACKGROUND AND DESCRIPTION

The MTA Application Services group has developed and maintained numerous legacy systems over the years to support our business units using the IBM Informix database structure as the base for these systems. As additional features and requirements are requested by the MTA user community the Application group is using that opportunity to upgrade the technology for these applications and developing web applications where appropriate. SQL Server is the database technology being used to support these applications.

2.4.1 MTA’s INTRANET SYSTEM ADMINISTRATION

The MTA Intranet collections are distributed within the MTA.

The Intranet business processes supported include but are not limited to the following:

Application	Business Function	Division/Area Owner
Learning Management System (LMS)	Internet application used to track professional development of mandatory core training curriculum and other training employees take throughout their carriers.	Office of Human Resources
mTrack	MDOT’s Time Reporting system for payroll calculations.	Office of Finance
Maximo 7.1.1	Used to capture, track and process employee request for IT Services. In Bus Operations, it is used to schedule Maintenance on the MTA Bus Fleet.	Office of Information Technology – Operation Technology Group
Accident Reporting System (ARS)	Internal application used to document accidents and operator procedural violations, allowing both the Safety department and various operational departments to enforce the safety policy among employees.	Office of Safety, Quality Assurance & Risk Management
Dashboard	This internal web-based application is to display/report on statistical data for OpStat, PERC, OSO	Office of Information Technology - Service Development
Family Medical Leave Tracking System (FMLTS)	Internal application used to track employees use of FMLA and create reporting	Office of Human Resources
Gang Related Incident (GRID)	Internal application to track MTA Police Gang related information	MTA Police
HR position Control (HRPC)	Internal application to track MTA Employee Positions and reporting	Office of Human Resources
HR PIN Vacancy (HRPV)	This application tracks MTA PIN vacancies to be filled.	Office of Human Resources

Marc related web site (MCDEF)	Internal application designed track when anything breaks at a MARC station, so repair crews can be dispatched and repairs made.	MARC Train Operations
Mobility Incident Reporting System (MIRS)	Allows supervisors/operators to enter incidents related to MTA Mobility vehicles.	Mobility Operations
Operation Leave Planning Calendar (opsleaveweb)	Leave request system for Bus Operations	Operations
Office of Training and Development Manager Interface (OTDMI) –	Internal application was designed to track who reports to whom within the organization for training purpose. This system is to be sunset once the new Learning Management System is fully implemented.	Training Operations
Procurement Contract Offer Administration (PCOA) –	Application is both internet and intranet based. It is designed to track, which companies have applied to download RFPs from the MTA web-site.	Office of Procurement
PMO Web Application	Internal web-based application is for a pilot project to standardize common processes throughout the operational departments under the Chief Operations Officer. The PMO application is designed to improve the productivity of PMO staff, improve efficiency and effectiveness of PMO programs, and reduce the error and cost of PMO activities.	Custom Application from ECO Integration
Employee Transit Comment Card System (TCCS) –	Internal application designed specifically for MTA employees to report and comment on any of MTA’s transit services.	Office of Customer and Community Relations
Transit Information Services Division (TISD)	Internal website application is used to collect bus diversion information and provide it as a report.	Transit Information Services
Telecommunications Service Requests (TSRF)	Internal application is used to track requests to the Telecommunication group for service.	Office of Information Technology
Telecommunication Wireless device Inventory System (TWID)	Internal inventory application for Cell Phones and other wireless devices	Office of Information Technology

MTA’s Intranet is a collection of sites representing, but not limited to, Organizational Unites and Project Teams.

MTA’s Intranet system runs on a Windows 2003 SP 3 technology. The Intranet corporate portal utilizes Microsoft IIS 6.0 web server, Microsoft .NET Framework version 3.0, Microsoft Active Directory, Microsoft SQL server and Microsoft Visual Studio 2010 as the development IDE.

Besides the interfaces required from the applications mentioned above, the MTA Intranet Site also interfaces with other business unit applications and the MDOT Financial Management Information System (FMIS).

MTA Intranet application code is currently stored in Visual Source Save (VSS) v6.0; however the MTA is currently piloting and will be implementing in the near future Team Foundation Server 2010. MTA’s Web development and content publishing environment will reside on the corporate side, published through Team Foundation Server.

2.4.2 MICROSOFT SQL SERVER INTERFACES

The MTA has installed several Microsoft SQL Databases, which support mission critical and internal customer applications. Additional technical resources are needed to provide Microsoft SQL Server database administration services for these databases. The applications supported by these SQL databases Include:

Mobility/Paratransit – this mission critical system is supported by several COTS modules developed by Trapeze Software Company to support this 24/7, door to door transit service for people unable to ride the standard transit vehicles. These modules are used for scheduling and tracking the ridership of this service.

Dashboard Reporting – this is a system that supports reporting functions for MTA Management and Upper Management in order to better manage the business needs of the MTA.

Internal systems – these databases support various web applications written by MTA staff to for HR Reporting, Safety – Accident Tracking, Police

The MTA supports multiple facilities across the greater Baltimore area and are responsible to the various business units within these locations to ensure efficient and secure transmission of data between servers and end users. With the advent of client-server and web-based systems, these end-users expect 100% up-time and near instantaneous response time. It is incumbent upon us to assist our internal customers to work as efficiently as possible. Therefore, the Information Technology Group (ITG) places high expectations upon our staff in terms of deploying well-engineered systems and providing expert resolution of problems. The growth of systems supported by ITG, coupled with the continued expectation that ITG staff will provide on demand services is driving the need for these resources. Task assignments may require the resources to meet with all levels of employees (front-line worker, team leader, middle manager, senior manager, etc.) within the MTA’s business areas in the course of conducting work assignments. Therefore, the proposed resources must possess excellent verbal and written communication skills. The ITG values a team approach to work efforts; the proposed resources for each assignment must possess good people skills and be skilled in facilitating project team interactions.

2.5 PROFESSIONAL DEVELOPMENT

Technology and software products continuously change. The TO Contractor must ensure continuing education opportunities for the personnel provided. The time allocated to these continuing education activities for staff deployed to MTA may not be charged to this task order. Actual course costs are also the responsibility of the TO Contractor.

2.6 REQUIREMENTS

2.6.1 TO CONTRACTOR PERSONNEL DUTIES AND RESPONSIBILITIES

Work to be performed by the TO Contractor shall be at the direction of the MTA encompassing a broad range of responsibilities, activities, and work products associated with Web Applications Administration, web development, and database administration & development. The TO Contractor personnel shall be responsible for performing duties as identified below, plus other duties as assigned by the TO Manager within the general scope of web development as described in this TORFP.

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

A) Recurring Daily / Weekly / Monthly Duties

The TO Contractor personnel shall perform the following duties and tasks:

MTA Web Applications Administration Recurring Tasks:

- Customizing the default master pages.
- Developing several custom web parts using visual studio 2010.
- Assisting Project Manager in gathering system requirements.
- Participating in design review and SDLC documentation review on projects.
- Preparing and executing test plans for testing new or upgrade applications.
- Preparing and updating documentation for assigned projects and developed applications.
- Developing code for new applications or modifications to assigned systems.
- Assisting in researching and correcting bugs in existing Web applications.
- Creating reports using Crystal Reports as the primary tool.

- Assisting in converting Microsoft Access databases to a SQL Server environment.
- Attending MTA staff meeting as requested.
- Working with stakeholders and end-users to define the requirements, for designing, developing, and testing solutions to meet the requirements.
- Customizing web applications, web parts, and integration scenarios.
- Planning for disaster recovery, backup and restore solutions.
- Creating Content Manager roles & responsibilities.
- Managing proper security group naming conventions & security assignment processes
- Communicating progress to management and initiating recommended changes.
- Training users on new and/or upgraded systems.
- Resolving issues and questions, and providing support.
- Monitoring overall usage reporting.
- Performing typical administrative activities such as backup, restore, site creation
- Managing Shared Service Providers Web Apps.
- Deploying, Moving and Rearranging Data.
- Auditing for sustainability to insure future changes are not negatively impacted.
- Holding status meetings with ITG Management on various projects. Provide Microsoft Server expertise whenever required.
- Attending internal MTA staff meetings as requested with network team, project managers, business users, developers and upper management.
- Configuring a backup job to run on a specified schedule.
- Restoring data files or tables from a previous backup session.
- Developing and maintain scripts and perform and monitor backups for mission critical servers at the Authority.
- Determining system compliance with Americans with Disabilities Act (ADA) - Section 508 compliance, identifying remedial actions, and coding changes to meet ADA.

Daily Activities:

- Using the browser, connecting to the top-level sites within the environment, to ensure they are reachable.
- Logging on to all applicable Web servers (Web Front End, Application, Database) to ensure they are running properly. This includes any Development, Staging and Production environments as well.
- Checking the IIS functionality on the Web Servers, ensuring that the Web Apps and the Web sites are started. This can be accessed under the Start/Program Files/Administrative Tools/Internet Information Service (IIS) Manager, then highlighting the respective folders for Web Application Pools and Internet Sites. This will bring up a listing of the sites and Web Application Pools on the right side of the MMC console, showing their status as Running, Stopped or Disabled. Restart as necessary.
- If any problems have been reported or have been noticed, the event logs will be reviewed for the various servers and the error codes will be researched via Microsoft's Web Site.

The following list of servers will be monitored on daily basis:

#	Server Role
1	MTA Intranet Production Web Server
2	MTA Intranet Applications Development Web Server
3	MTA Intranet Applications Web Server Production Server
4	MTA Intranet Application User Acceptance Testing Server

Weekly Activities:

- Checking the backup jobs (can be done daily as well depending on criticality of the environment), making sure the backup files themselves are consistent in size and checking the jobs for proper completion.
- Checking for Microsoft Patches/Knowledge Base articles
- Archiving Event logs, if necessary.

Monthly/Quarterly Activities:

- Monthly - Checking for Operating System and SQL Patches. Work with hardware/virtualization group to ensure that Service Packs are applied properly to the Hardware that is running in the environment.
- Monthly – Validating backups. Restoring a backup to a test environment to ensure that everything is getting backed up.
- Quarterly- Checking long term storage needs based on the space utilization.
- Managing Admin Passwords (Microsoft recommendation).

Visual Source Safe (VSS) Recurring Tasks:

- Backing up the projects with user data
- Resolving template locking issues
- When starting a project insure the most current code is checked into VSS
- Web (ASP) page changes and bug fixing
- Documentation of changes
- Providing technical support to internal users; troubleshoots complex problems and takes corrective action.
- Assessing the scalability of the content management infrastructure and develop new processes and standards to resolve complex technical issues
- Recommending innovative solutions to business problems/processes that leverage technology to provide efficiency improvements and better user experience.
- Providing knowledge transfer of best practices
- Auditing for sustainability.

B) Non-Recurring Duties

The TO Contractor personnel shall perform the following duties/tasks as assigned by the TO Manager:

MTA Web Application Administration Non-Recurring Tasks:

- Developing custom Web Parts using MS Visual Studio 2010.
- Customizing Internet portal master pages as per the branding site.
- Backing Up and Restoring web application and data.
- Installing and configuring Server Admin templates on servers.
- Installing and configuring Site Admin Templates on servers.
- Installing Adobe IFilter to retrieve the .pdf file extension documents in the search results on web servers.
- Developing the SharePoint migration plans.
- Designing and implementing scalable and flexible components, such as Web front-end servers to accommodate increasing user loads, credential-mapping with Active Directory.
- Implementing Search services, with indexing enhancements optimized to index only content
- Designing Security Models including Active Directory user accounts.
- Managing hardware requirements to run the application system.
- Back-Up System/Disaster recovery planning.
- Providing knowledge transfer to IT technical support personnel.
- Configuring and Customizing search.
- Installing and Configuring Additional components as and when required.
- Creating Sites and Sub-Sites.

- Managing Users and Roles.
- Updating Alternate Access Mappings for Web Applications.
- Setting up the service level setting for Shared Services
- Setting up Site Collection Quotas and Locks.
- Creating or review Configuration Change Requests, Work Breakdown Structures, Implementation Plans, and Testing Plans for Web Server and Access database projects.
- Creating or providing appropriate input to monthly project status reports.
- Participating in the creation of or review Microsoft Server hardware and software requirements.
- Working in cooperation with the current Network Management Systems contractor as well as other contract vendors and Authority staff.
- Documenting the various security procedures in place to provide system security. Provide access to this document only to authorized personnel.
- Analyzing and evaluate the security procedures required for specific mission-critical business systems as defined by MDOT security standards.
- Performing all web security checks, and manage all web securities.
- Creating and implement plans for system security using a variety of technologies to provide data security and auditing functions for the MTA's mission critical systems.
- Developing standardized application security procedures for MTA applications and databases.
- Designing and implementing policies for data and application security using MTA security standards.
- Researching, lab testing, documenting and making recommendations to the TO Manager on a variety of web based related technologies that could be implemented at the MTA and provide recommendations about the migration and upgrade paths for various systems.
- Coordinating the installation and implementation of management system software and related software tools with vendors, other data processing staff and system users.
- Developing and implementing new management policies, procedures and standards.
- Troubleshooting application connectivity and back up issues working with Vendors/Developers/Users/Project Managers and back up operators.
- Preparing and implementing disaster recovery plans for various Web Application based software systems. Create upgrade and migration schedules and plans in a way so as to minimize the impact on production and mission critical systems.

MS SQL Server 2008 Administration Non-Recurring Tasks:

- Web Application Support that includes installing new release.
- Web Application bug fixes reported via service request.
- MTA Internet ASP Web Applications Support.
- MTA Intranet DotNet Web Application Support.
- Handling MTA Intranet and Internet Service Requests.
- General Configuration.
- Memory Configuration.
- Database Configuration Settings: The following settings are set for overall best performance
Auto Create Statistics: On
Auto Update Statistics: On
Auto Shrink: Off
Page Verify: Checksum.
- Set up Alerts for Backup.
- Developing scripts to receive emails when backup's failed.
- Testing backups.

Visual Source Save (VSS) Non-Recurring Tasks:

- Cleaning up duplicate code check-ins.
- Adding new users to the system.
- User Training Documentations.
- Providing VSS Architectural Planning, Design and Documentation.

- Providing planning for migration to TFS 2010.

Configuration Management:

- Creating and maintaining a Web Server test environment where upgrades and security patches can be tested.
- Configuring and tweaking the hardware and software, perform integration testing, server imaging create and restore, create and implement plans to rollover the MTA's statewide systems from testing to production.
- Installing and upgrading Server and other related software on the MTA's specified hardware to provide functional capabilities for the MTA's critical systems.
- Creating software and database maintenance plans for efficient upgrades and maintenance. Implementing the plan and updating it regularly.
- Providing hardware and software specifications for various systems.
- Coordinating the database management system interfaces with other data processing units.

Application Support:

- Collecting data dictionary information on various existing versions of Microsoft Access databases.
- Assisting Business Side System Administrators on application issues/errors and assist users with SQL queries and report writing.
- Conducting routine maintenance tasks on the Web Application servers for proactive monitoring like deleting log files, dump files, error correcting.
- Creating repeatable processes to upgrade, test, and maintain application and software systems. Monitoring the systems to provide a minimum level of performance as a part of QA.
- Monitoring performance and making modifications and adjustments to architecture, storage methods and management system software to fine-tune for optimum response time.
- Monitoring capacity and allocating space according to overall needs of systems users, available data storage and management system requirements.
- Preparing statistical and narrative reports of performance management, activities and special projects.

C) Optional Tasks /Assignments–Time & Material / Work Order Based (Limited to a maximum of 6000 hours over the life of the Task Order).

As required by MTA, the TO Contractor may be tasked additional assignments beyond the confines of normal system operations, maintenance or support that may require additional resources. This could include but is not limited to small additions or enhancements to the MTA Internet or Intranet SharePoint implementation and configurations and support for implementing legislative or department mandates. When this need occurs, MTA will issue a work order for the individual project assignment outlining the details of the assignment as known at that time. Refer to Section 2.8 for detailed information on the Work Order Process. The TO Contractor shall review and estimate labor categories, costs and estimated time to complete the assignment. When the initial TO Contractor estimates are approved by the TO Manager, the TO Contractor shall attend a minimum of one (1) review session to collect the pertinent requirements associated with the assignment and provide an updated work order estimate if required. The TO Contractor shall be responsible for developing a requirements definition resulting from the review session(s), as a vehicle to verify, document, maintain and feedback the results of each session.

The TO Contractor shall develop an implementation plan according to the MTA approved direction resulting from these review sessions, complete the assignment and review and test the completed assignment with the customer prior to promotion to the production environment.

Once the assignment is finished, the TO Contractor shall finalize any code documentation and submit to the MTA Web Master.

As deliverables for these optional assignments, the TO Contractor at a minimum shall be responsible for the following:

1. Requirements Definition
2. Implementation Plan
3. Milestone Schedule
4. Testing Procedures
5. Documented Code

Example Task 1: The TO Contractor shall research and develop a plan for implementing a SharePoint Web-site, which would address the migration of the existing HTML Web-site architecture, with links to existing Web-Based Applications.

Example Task 2: The TO Contractor shall research, recommend and assist with the planning, configuration and feasibility of moving the cloud hosting of MTA Internet sites into the MDOT Network.

Example Task 3: The TO Contractor shall research, recommend and assist with the planning, configuration and feasibility of re-engineering MTA's Internet Websites and bring them up to Maryland State Web-site standards.

Example Task 4: The TO Contractor shall research, recommend and assist with the planning, configuration and feasibility of migrating web-code storage from VSS to Team Foundation Server (TFS).

Example Task 5: The TO Contractor shall research, recommend and assist with the planning, configuration and feasibility of mitigate legacy Access application with are strategic to the MTA into web based Internet and/or Intranet applications.

2.6.2 WORK HOURS

- The TO Contractor's assigned personnel shall work an eight-hour day (hours to be approved by the TO Manager), Monday through Friday except for State holidays, Service Reduction days and Furlough days observed by the MTA.
- A flexible work schedule will be used to handle any efforts outside the core hours to include overnight and weekends.
- At times, the TO Contractor will need to be available outside the hours of 7:00 AM – 6:00 PM.
- During off-hours or as approved by the TO Manager, the TO Contractor may perform work from the TO Contractor's location, and will be expected to have access to standard software to perform the work.
- Requests for leave will be submitted to the TO Manager at least two weeks in advance. The TO Manager reserves the right to request a temporary replacement if leave extends longer than one consecutive week. In cases where there is insufficient coverage, a leave request may be denied.
- In the event of a reduction in State revenues and a subsequent reduction in allocated budget, the Master Contractor personnel shall be required to participate in the State mandated Service Reduction Days as well as State Furlough Days. In this event, the TO Contractor will be notified in writing by the TO Contract Manager of these details. In addition to the Service Reduction Days and Furlough Days, the Master Contractor may also be requested to restrict the number of hours the Master Contractor personnel can work within a given period of time that may result in less than an eight hour day or less than a 40 hour work week.

2.6.3 SERVICE LEVEL AGREEMENT

The TO Contractor's assigned personnel may be asked to be on call and available during non-core working hours in support of MTA mission critical web based applications. The on call status will be a shared responsibility on a rotating basis and the assigned person will need to provide a phone number where they can be reached during those non core hours. The MTA will provide the assigned personnel with token and remote access to the network in order to perform this 3rd Tier Support of these Web Applications.

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

2.6.4 PERFORMANCE EVALUATION

TO Contractor personnel will be evaluated by the TO Manager on an annual basis for each assignment performed during that period. The established performance evaluation and standards form is included as Attachment 10. The established performance evaluation and standards are:

- Quality and expertise of services delivered.
- Assigned activities are completed in a timely and appropriate manner, ensuring minimum disruption to the customer, and in accordance with vendor licensing agreements and established policies.
- All connectivity, supporting hardware, and applications, including databases are performing as expected.
- Procedures are kept current and documented for distribution upon request. Information related to assign Support Service Requests is current and available for distribution upon request. Status of open Assigned Service Requests are documented and reported to affected customers.
- Hardware, databases and operating system patches are kept current.
- Interactions with staff and external vendors are done in a professional and non-disruptive manner.

Performance issues identified by the agency are subject to the mitigation process described in Section 2.6.5 below.

2.6.5 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 (3) 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.

2.6.6 SUBSTITUTION OF PERSONNEL

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

2.6.7 BACKUP / DISASTER RECOVERY

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

2.6.8 HARDWARE, SOFTWARE, AND MATERIALS

Hardware and software shall not be purchased under this TO. Any hardware or software needed to meet the TO requirements and used at the agency will be acquired by the agency under other contracts.

Standard software used by the MTA that the TO Contractor might be required to have at the TO Contractor's location:

- Microsoft Office Word 2007
- Microsoft Office Excel 2007
- Microsoft Office PowerPoint 2007
- Microsoft Visio 2003
- Microsoft Visual Studio 2010
- Team Foundation Server 2010

The agency will provide the TO Contractor with an RSA Token that will be user to connect to the agency's LAN/WAN in order to access files and applications from the TO Contractor's location. The TO Contractor will have access (when applicable) to the agency's Microsoft SQL Database Servers. The TO Contractor is responsible for acquiring compatible hardware and software to use the RSA Token while working offsite.

2.7 DELIVERABLE DESCRIPTIONS / ACCEPTANCE CRITERIA

ID #	Deliverables	Acceptance Criteria	Due Date/Frequency
2.7.1	Support Tickets	<p>TO Contractor personnel will be provided access to the Maximo Service Desk software where the TO Manager (or designee) will assign tickets for the TO Contractor personnel to complete.</p> <p>TO Contractor personnel shall:</p> <ul style="list-style-type: none"> ● Resolve tickets in a timely manner (while complying with the SLA) ● Update status of all assigned tickets on a daily basis <ul style="list-style-type: none"> ● Enter complete resolution information into the work log of the ticket ● Follow MTA procedures and policies regarding tickets 	Daily
2.7.2	Weekly Status/Time Reporting	<p>The TO Contractor personnel shall submit to the TO Manager a weekly status/activity report of projects and tasks assigned, work completed, and outstanding assignments, and a time sheet of hours worked which will be signed by the TO Manager and submitted with the monthly invoice.</p>	Submit weekly by close of business on Fridays
2.7.3	Monthly Status/Time Reporting	<p>The TO Contractor personnel shall provide to the TO Manager a monthly status/activity report consisting of.</p> <ul style="list-style-type: none"> ● Date submitted ● TO title and number ● Agency name and contact information (TO Manager) ● TO Contractor name and contact information ● Work performance month and year ● Recurring tasks completed during the month (See Section 2.6.1 A) 	Submit monthly by close of business on the last day of the month

		<ul style="list-style-type: none"> • Non-recurring (work order based) tasks completed during the month (See Section 2.6.1 B) • Status of open work order • Hours per task and total hours • Status of any associated deliverables • Outstanding issues and resolution status <p>Tasks planned for the subsequent period The TO Contractor shall submit these reports as part of the invoice backup.</p>	
2.7.4	Other deliverables as assigned by TO Manager	Create and/or update other work products and deliverables as assigned by TO Manager.	As assigned by TO Manager

2.8 WORK ORDER PROCESS

The requirements in this section are in addition to the work order description specified in Section 2.6.1C.

- A. Services for additional resources shall be provided via a Work Order process and in accordance with pre-approved Labor Categories with fully loaded rates proposed in Attachment 1.
- B. The TO Manager shall e-mail a Work Order request (See Attachment 14) to the TO Contractor to provide resources that are within the scope of this TORFP. The Work Order Request will include:
 1. Technical requirements and description of the resource needed
 2. Performance objectives and/or deliverables, as applicable
 3. Acceptance criteria for the deliverables
 4. Due date and time for submitting a response to the request
 5. Required place(s) where work must be performed
- C. The TO Contractor shall e-mail a response to the TO Manager within the specified time and include at a minimum:
 1. A response that details the TO Contractor's understanding of the work;
 2. A Price to complete the Work Order Request using the format provided in Attachment 14.
 3. A description of proposed resources required to perform the requested tasks, with CATS+ labor categories listed in accordance with Attachment 1.
 4. An explanation how tasks shall be completed. This description shall include proposed subcontractors and related tasks.
 5. State-furnished information, work site, and/or access to equipment, facilities, or personnel
 6. The proposed personnel resources, including any subcontractor personnel, to complete the task.
- D. The TO Manager will review the response and will: confirm the proposed labor rates are consistent with this TORFP; contact the TO Contractor to obtain additional information, clarification or revision to the Work Order; and will provide the work order to the TO Procurement Officer for approval. The TO Procurement Officer will approve the Work Order, issuing a change order to the TORFP if necessary.
- E. Proposed personnel shall be approved by the TO Manager. The TO Contractor shall furnish a Labor Category Personnel Resume Summary for each of the proposed personnel specifying their intended labor category from the CATS+ Labor Categories proposed in the TO Proposal. The TO Manager shall interview the proposed personnel. After the interview, the TO Manager shall notify the TO Contractor of acceptance or denial of the personnel.
- F. The TO Manager will issue the NTP after the Work Order is approved and interviews are completed.

2.9 PREMISES AND OPERATIONAL SECURITY

- A. 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. This certification is due no later than 60 days from NTP (see attachment 9). Contractor shall be responsible for ensuring that its employees' and subcontractors' background check certifications are renewed annually, and at the sole expense of the Contractor. MDOT reserves the right to disqualify any 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 RFP. MDOT reserves the right to perform additional background checks on Contractor and subcontractor employees.
- B. Contractor employees may be subject to random security checks during entry and leaving State secured areas. The State reserves the right to require Contractor employees to be accompanied while in secured premises.
- C. Contractor employees shall, while on State premises, display their State issued identification cards without exception.
- D. 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.
- E. 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.
- F. 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.

The cost of complying with all security requirements specified herein is the sole responsibility and obligation of the contractor and its subcontractors. No such costs shall be passed through to or reimbursed by the State or any of its agencies or business units.

NOTE: Upon intent to award the TO Contractor shall submit a notarized Criminal Background Check Affidavit (Attachment 9) prior to the commencement of work; attesting that a CJIS background has been conducted on all resources selected to work on this TORFP.

2.10 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES

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

- The State's System Development Life Cycle (SDLC) methodology
- The State Information Technology Security Policy and Standards
- The State of Maryland Enterprise Architecture
- The TO Contractor shall follow the project management methodologies consistent with the Project Management Institute's Project Management Body of Knowledge Guide. TO Contractor's staff and subcontractors are to follow a consistent methodology for all TO activities.

2.11 OFFEROR'S MINIMUM QUALIFICATIONS

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 Master Contractor shall demonstrate, in its proposal, that it possesses such expertise in-house or has fostered strategic alliances with other firms for providing such services.

2.12 OFFEROR'S PERSONNEL MINIMUM QUALIFICATIONS

For the personnel proposed under this TORFP, the Master Contractor's proposed resources must meet all minimum qualifications for the labor category proposed, as identified in the CATS + Master Contract Section 2.10 plus the following minimum qualifications.

Skill	Lead Web Developer	Web Developer
Evaluating DLL security	3 years	3 years
Configuring and developing applications utilizing Windows based server and desktop operating systems through Windows Server 2008 R2, including hardware and software maintenance and upgrades	7 years	5 years
Interfacing and communicating with internal and external IT customers and users around project coordination, business requirements, service level agreements, problem resolution, and system down time.	7 years	5 years
Developing applications utilizing SQL Server, Dot Net Framework, ASP and Visual Basic	7 years	5 years
DBA experience with developing applications utilizing SQL Server and other DBMS platforms	7 years	N/A
Designing and coding web applications	7 years	5 years
Using Crystal Reports for developing web applications reports	7 years	5 years
Developing applications utilizing in VB.NET programming	7 years	5 years
Developing applications utilizing .Net Framework	7 years	5 years
Developing applications utilizing Cascading Style Sheets	7 years	5 years
Developing applications utilizing Extensible Markup Language (XML)	7 years	5 years
Developing applications utilizing Active Directory	7 years	5 years
Developing applications utilizing SSL, PKI and Certificates	7 years	5 years
Developing applications utilizing Windows based server and desktop operating systems through Windows Server 2008 R2, including Hardware and Software maintenance and upgrades	7 years	5 years
Analyzing, configuring and applying latest IIS Security patches and threats	7 years	1 year
Analyzing Web applications against performance objectives and server configurations	7 years	1 year
Analyzing Web statistics	7 years	1 year
Specifying, installing, configuring and supporting related hardware platforms including multiprocessor servers, RAID\SAN storage technology and backup solutions including configuration and management of IIS	7 years	1 year
Creating, testing, deploying and supporting ETL processes using SSIS	3 years	1 year
Developing applications utilizing Perl Programming Language	3 years	1 year
Evaluating application security	3 years	N/A

2.13 OFFEROR'S PERSONNEL OTHER QUALIFICATIONS

2.13.1 Web-Developer position

The following qualifications are preferred, but not required, with a minimum of 6 months, unless otherwise specified.

- SQL Server support experience with Trapeze software applications that are used by the MTA to support critical business functions for both Fixed Route buses and Mobility services
- Experience with Microsoft SharePoint Administration
- Experience with Microsoft SharePoint Planning, Architecture and Installation
- Windows Server setup and configuration experience in relationship to SharePoint
- Experience in developing Backup Architecture, Backup Scripts and Backup Restores within a SharePoint / SQL environment.
- Project Management experience.

- Experience with implementing change control and SDLC procedures and related documentation
- Excellent oral and written communication skills in English for; but not limited to, communication with management and peers, documentation, and team meetings. Writing skills must be evidenced by experience delineated on each Attachment 5 – Labor Category Personnel Resume Summary. Writing samples submitted in the Technical Proposal and/or writing test administered by the Agency. Oral communication skills must be evidenced by experiences delineated on each Attachment 5 – Labor Category Personnel Resume Summary, interviews conducted by the Agency and/or through oral presentations/interviews.
- Strong analytical and problem-solving skills with an eye for detail
- Ability to independently research and find creative solutions to problems and share knowledge with other team members
- The ITG values a team approach to work efforts; the proposed resources for each assignment must possess good people skills and be skilled in facilitating project team interactions.

2.13.2 Lead Web-Developer

The following qualifications are preferred, but not required, with a minimum of 1 year, unless otherwise specified.

- Knowledge of and experience working with database architecture, design, development and best practices including high availability, disaster recovery, normalization to third normal form, query optimization, logical models, physical models, referential integrity, domain integrity 6 months of SQL Server support experience with Trapeze software applications that are used by the MTA to support critical business functions for both Fixed Route buses and Mobility services
- Experience with Microsoft SharePoint Administration
- Experience with Microsoft SharePoint Planning, Architecture and Installation
- Windows Server setup and configuration experience in relationship to SharePoint
- Experience in developing Backup Architecture, Backup Scripts and Backup Restores within a SharePoint / SQL environment.
- Project Management experience
- Experience with change control and SDLC procedures and related documentation
- Experience with supervising and managing teams
- Excellent oral and written communication skills in English for; but not limited to communication with management and peers, documentation, and team meetings. Writing skills must be evidenced by experience delineated on each Attachment 5 – Labor Category Personnel Resume Summary. Writing samples submitted in the Technical Proposal and/or writing test administered by the Agency. Oral communication skills must be evidenced by experiences delineated on each Attachment 5 – Labor Category Personnel Resume Summary, interviews conducted by the Agency and/or through oral presentations/interviews.
- Ability to excel in a team environment which emphasizes total cooperation and mutual respect
- Strong analytical and problem-solving skills with an eye for detail
- Ability to independently research and find creative solutions to problems and share knowledge with other team members
- The ITG values a team approach to work efforts; the proposed resources for each assignment must possess good people skills and be skilled in facilitating project team interactions.

2.14 INVOICE SUBMISSION

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

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS+ 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 must be submitted to the TO Manager for payment approval.

2.14.1 INVOICE FORMAT

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

Rosemary Davis
Information Technology
6 St. Paul Street
Baltimore, Maryland 21202
Phone: 410-767-3888
Fax: 410-333-0773
E-mail: rdavis@mta.maryland.gov

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

2.15 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 15th day of each month. The TO Contractor shall provide a completed MBE Participation form to The MTA at the same time the invoice copy is sent. The TO Contractor shall ensure that each MBE Subcontractor provides a completed MBE Participation Form. Subcontractor reporting shall be sent directly from the subcontractor to the MTA. The MTA 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.

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SECTION 3 - TO PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1 REQUIRED RESPONSE

Each Master Contractor receiving this CATS+ TORFP must respond within the submission time designated in the Key Information Summary Sheet. Each Master Contractor is required to submit one of two possible responses: 1) a proposal; or 2) a completed 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, if not points shall be deducted. The TO Proposal shall provide the following sections in order:

3.2.1 TO TECHNICAL PROPOSAL

A) Proposed Services

- 1) Proposed Solution: 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 – Scope of Work.
- 2) Assumptions: A description of any assumptions formed by the Master Contractor in developing the Technical Proposal. Master Contractors should avoid assumptions that counter or constitute exceptions to TORFP terms and conditions.

B) Proposed Personnel and TORFP Staffing Plan

- 1) Provide Attachment 5 – Labor Category Personnel Resume Summary for all proposed personnel by CATS+ labor category. Master Contractors shall propose **exactly two resources** as identified in Section 2.12. The summaries must equal or exceed each identified mandatory time requirement. It shall also demonstrate prominently the minimum required qualifications as specified in Section 2.12, and should show prominently the proposed person's skills and experience as they relate to the Master Contractor's proposed solution and Section 2 – Scope of Work.
 - a) Include the following for each engagement:
 - (i) Name
 - (ii) Company / Organization
 - (iii) Job Title
 - (iv) Start and end dates (MM/YY format)
 - (v) Location (Optional)
 - (vi) Work Description
 - b) Any other experience
 - c) Education / training starting with the latest degree / certification
- 2) Provide the names of three (3) references that can be contacted for performance verification of the submitted consultant's work experience and skills. References must be accessible and knowledgeable regarding consultant's work.
- 3) Provide the names and titles of all Master Contractor's management staff who will supervise the personnel and quality of services rendered under this TO Agreement.
- 4) Provide a Staffing Plan that contains the following:
 - a. Supporting descriptions for all labor categories in response to this TORFP.
 - b. Process of locating and bringing on board resources that meet the needs of Section 2 – Scope of Work
 - c. Substitution procedures for replacing resources.

- C) MBE Participation
MBE Forms are not required for this solicitation.
- D) Subcontractors
Identify all proposed subcontractors, including MBEs, and their full roles in the performance of this Section 2 - Scope of Work.
- E) Master Contractor and Subcontractor Experience and Capabilities
- 1) Provide three (3) examples of projects or contracts the Master Contractor or subcontractor has completed, that were similar in scope to Section 2 - Scope of Work. Each of the three examples, must include a reference complete with the following:
 - a) Name of organization.
 - b) Point of contact name, title, telephone number and email address (point-of-contact shall be accessible and knowledgeable regarding experience.
 - c) Start and end dates for each example project or contract. Dates shall be expressed in MM/YY – MM/YY format.
 - d) The services provided as they relate to Section 2 – Scope of Work
 - e) Whether the proposed personnel are still providing these services and, if not, an explanation of why services are no longer provided to the client organization.
 - 2) State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any government entity of the State of Maryland. For each identified contract, the Master Contractor shall provide:
 - a) The State contracting entity.
 - b) Point of contact name, title, telephone number and email address (point of contact shall be accessible and knowledgeable regarding experience).
 - c) Services provided as they relate to Section 2 – Scope of Work.
 - d) The dollar value of the contract.
 - e) Start and end dates for each example project or contract. Dates shall be expressed in MM/YY – MM/YY format. If the Master Contractor is no longer providing the services, explain why not.
 - f) Whether the contract was terminated prior to the specified original contract expiration date.
 - g) Whether any available renewal options were not exercised.

This information shall be considered as part of the experience and past performance evaluation criteria in the TORFP.
- F) State Assistance
Provide an estimate of expectation concerning participation by State personnel.
- 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 TO FINANCIAL PROPOSAL

- A) A description of any assumptions on which the Master Contractor's TO Financial Proposal is

based (Assumptions shall not constitute conditions, contingencies, or exceptions to the price proposal).

- B) Attachment 1 - Completed Price Proposal with all rates fully loaded. Proposed rates are not to exceed the rates defined in the Master Contract. Rates shall be valid for 120 days.

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SECTION 4 - PROCEDURE FOR AWARDING A TO AGREEMENT

4.1 OVERVIEW

The TO Contractor(s) will be selected from among all eligible Master Contractors within the appropriate functional area responding to the CATS+ TORFP. In making the TO Agreement award determination, the MTA will consider all information submitted in accordance with Section 3.

4.2 TECHNICAL PROPOSAL EVALUATION 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.
- Staffing Plan describing the Master Contractor's and subcontractor's ability to meet the staffing needs for this Task Order as described in Staffing Plan as described in Section 3.2.1.B.
- Master Contractor and Subcontractor Experience and Capabilities as specified in Section 3.2.1.E.1.

4.3 SELECTION PROCEDURES

4.3.1 TO Proposals will be assessed throughout the evaluation process for compliance with the minimum personnel qualifications in Section 2.10 of the CATS+ Master Contract, Section 2.11, 2.12 and quality of responses to Section 3.2.1 of the TORFP. TO Proposals deemed technically qualified will have their financial proposal considered. All others will be deemed not reasonably susceptible to award and will receive email notice from the TO Procurement Officer of not being selected to perform the work.

4.3.2 The State will conduct interviews of all personnel proposed in each TO Proposal that meets minimum qualifications. All interviews shall be conducted in person.

4.3.3 Qualified TO Proposals shall have their financial proposal reviewed and ranked from lowest to highest price proposed.

4.3.4 The most advantageous TO Proposal offer considering both technical and financial submission shall be selected for the work assignment. Technical merit and interviews will have greater weight than price.

4.3.5 All Master Contractors who proposed shall receive written notice from the TO Procurement Officer identifying the awardee.

4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT

Commencement of work in response to a TO Agreement shall be initiated only upon issuance of a fully executed TO Agreement, a Non-Disclosure Agreement (TO Contractor), a Purchase Order, and by a Notice to Proceed authorized by the TO Manager.

The remainder of this page is intentionally left blank.

ATTACHMENT 1 - PRICE PROPOSAL
PRICE PROPOSAL FOR CATS+ TORFP #J05B4400008

Labor Categories	A	B	C
	Fully Loaded Hourly Labor Rate	Total Class Hours Annually	Total Proposed Price
Year 1			
Resource #1 – Lead Web Developer (<i>Insert Name and CATS+ Labor Category</i>)	\$	2000	\$
Resource #2 – Web Developer (<i>Insert Name and CATS+ Labor Category</i>)	\$	2000	\$
Total Year #1			\$
Additional Resources to be added through a Work Order			
Resource #3 – Web Developer (<i>Insert CATS+ Labor Category</i>)	\$		
Resource #4 – Web Developer (<i>Insert CATS+ Labor Category</i>)	\$		
Resource #5 – Web Developer (<i>Insert CATS+ Labor Category</i>)	\$		
Year 2			
Resource #1 – Lead Web Developer (<i>Insert Name and CATS+ Labor Category</i>)	\$	2000	\$
Resource #2 – Web Developer (<i>Insert Name and CATS+ Labor Category</i>)	\$	2000	\$
Total Year #2			\$
Additional Resources to be added through a Work Order			
Resource #3 – Web Developer (<i>Insert CATS+ Labor Category</i>)	\$		
Resource #4 – Web Developer (<i>Insert CATS+ Labor Category</i>)	\$		
Resource #5 – Web Developer (<i>Insert CATS+ Labor Category</i>)	\$		
Year 3			
Resource #1 – Lead Web Developer (<i>Insert Name and CATS+ Labor Category</i>)	\$	2000	\$
Resource #2 – Web Developer (<i>Insert Name and CATS+ Labor Category</i>)	\$	2000	\$
Total Year #3			\$
Additional Resources to be added through a Work Order			
Resource #3 – Web Developer (<i>Insert CATS+ Labor Category</i>)	\$		
Resource #4 – Web Developer (<i>Insert CATS+ Labor Category</i>)	\$		
Resource #5 – Web Developer (<i>Insert CATS+ Labor Category</i>)			
Year 4			
Resource #1 – Lead Web Developer (<i>Insert Name and CATS+ Labor Category</i>)	\$	2000	\$
Resource #2 – Web Developer (<i>Insert Name and CATS+ Labor Category</i>)	\$	2000	\$

		Total Year #4	\$
Additional Resources to be added through a Work Order			
Resource #3 – Web Developer (<i>Insert CATS+ Labor Category</i>)	\$		
Resource #4 – Web Developer (<i>Insert CATS+ Labor Category</i>)	\$		
Resource #5 – Web Developer (<i>Insert CATS+ Labor Category</i>)	\$		
Year 5			
Resource #1 – Lead Web Developer (<i>Insert Name and CATS+ Labor Category</i>)	\$	2000	\$
Resource #2 – Web Developer (<i>Insert Name and CATS+ Labor Category</i>)	\$	2000	\$
		Total Year #5	\$
Additional Resources to be added through a Work Order			
Resource #3 – Web Developer (<i>Insert CATS+ Labor Category</i>)	\$		
Resource #4 – Web Developer (<i>Insert CATS+ Labor Category</i>)	\$		
Resource #5 – Web Developer (<i>Insert CATS+ Labor Category</i>)	\$		
Total of all Years #1 - #5		\$	

Authorized Individual Name

Company Name

Title

Company Tax ID #

The Hourly Labor Rate is the actual rate the State will pay for services and must be recorded in dollars and cents. The Hourly Labor Rate cannot exceed the Master Contract Rate, but may be lower. Hourly Labor Rates must be fully loaded to include all direct, indirect costs, profit, travel expenses, etc for the Master Contractor to perform under the TOA. The total hours listed above are to be considered as estimated only and not to be construed as guaranteed billable hours. All pricing shall be valid for 120 days.

Submit as a .pdf file with the TO Financial Proposal

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING REQUIREMENTS

CATS+ TORFP #J05B4400008

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

As the TO Contractor, you have entered into a TO Agreement with the State of Maryland. As such, your company/firm is responsible for successful completion of all deliverables under the contract, including your commitment to making a good faith effort to meet the MBE participation goal(s) established for TORFP. Part of that effort, as outlined in the TORFP, includes submission of monthly reports to the State regarding the previous month's MBE payment activity. Reporting forms D-5 (TO Contractor Paid/Unpaid MBE Invoice Report) and D-6 (Subcontractor Paid/Unpaid MBE Invoice Report) are attached for your use and convenience.

The TO Contractor must complete a separate Form D-5 for each MBE subcontractor for each month of the contract and submit one copy to each of the locations indicated at the bottom of the form. The report is due no later than the 15th of the month following the month that is being reported. For example, the report for January's activity is due no later than the 15th of February. With the approval of the TO Manager, the report may be submitted electronically. Note: Reports are required to be submitted each month, regardless of whether there was any MBE payment activity for the reporting month.

The TO Contractor is responsible for ensuring that each subcontractor receives a copy (e-copy of and/or hard copy) of Form D-6. The TO Contractor should make sure that the subcontractor receives all the information necessary to complete the form properly, i.e., all of the information located in the upper right corner of the form. It may be wise to customize Form D-6 (upper right corner of the form) for the subcontractor the same as the Form D-5 was customized by the TO Manager for the benefit of the TO Contractor. This will help to minimize any confusion for those who receive and review the reports.

It is the responsibility of the TO Contractor to make sure that all subcontractors submit reports no later than the 15th of each month, regardless of whether there was any MBE payment activity for the reporting month. Actual payment data is verified and entered into the State's financial management tracking system from the subcontractor's D-6 report only. Therefore, if the subcontractor(s) do not submit their D-6 payment reports, the TO Contractor cannot and will not be given credit for subcontractor payments, regardless of the TO Contractor's proper submission of Form D-5. The TO Manager will contact the TO Contractor if reports are not received each month from either the prime contractor or any of the identified subcontractors. The TO Contractor must promptly notify the TO Manager if, during the course of the contract, a new MBE subcontractor is utilized. Failure to comply with the MBE contract provisions and reporting requirements may result in sanctions, as provided by COMAR 21.11.03.13.

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

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

PAGE 3 OF 3

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

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

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

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

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

PART 2 – MBE PARTICIPATION SCHEDULE

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

PAGE ___ OF ___

Prime Contractor	Project Description	Solicitation Number

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

COLUMN 1	COLUMN 2	COLUMN 3
		Unless the bidder/offeror requested a waiver in MDOT MBE Form D-1 – State Funded Contracts for this solicitation, the cumulative MBE participation for all MBE firms listed herein must equal at least the MBE participation goal <u>and</u> subgoals set forth in Form D-1.
NAME OF MBE SUBCONTRACTOR AND TIER	CERTIFICATION NO. AND MBE CLASSIFICATION	FOR PURPOSES OF ACHIEVING THE MBE PARTICIPATION GOAL AND SUBGOALS, refer to sections 6 and 7 in Part 1 - Instructions. State the percentage amount of the products/services in Line 3.1, except for those products or services where the MBE firm is being used as a wholesaler, supplier, or regular dealer. For items of work where the MBE firm is being used as a supplier, wholesaler and/or regular dealer, complete Line 3.2 using the 60% Rule.
<input type="checkbox"/> Please check if MBE firm is a third-tier contractor (if applicable). Please submit written documents in accordance with Section 5 of Part 1 - Instructions	Certification Number: <hr/> (If dually certified, check only one box.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification <hr/>	3.1. 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). <hr/> % (Percentage for purposes of calculating achievement of MBE Participation goal and subgoals, if any) 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). <hr/> _____ % Total percentage of Supplies/Products x _____ 60% (60% Rule) <hr/> % (Percentage for purposes of calculating achievement of MBE Participation goal and subgoals, if any)

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.
NAME OF MBE SUBCONTRACTOR AND TIER	CERTIFICATION NO. AND MBE CLASSIFICATION	FOR PURPOSES OF ACHIEVING THE MBE PARTICIPATION GOAL AND SUBGOALS, refer to Sections 6 and 7 in Part 1 - Instructions. State the percentage amount of the products/services in Line 3.1, except for those products or services where the MBE firm is being used as a wholesaler, supplier, or regular dealer. For items of work where the MBE firm is being used as a supplier, wholesaler and/or regular dealer, complete Line 3.2 using the 60% Rule.
<input type="checkbox"/> Please check if MBE firm is a third-tier contractor (if applicable). Please submit written documents in accordance with Section 5 of Part 1 - Instructions	Certification Number: <hr/> (If dually certified, check only one box.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification <hr/>	3.1. 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). <hr/> % (Percentage for purposes of calculating achievement of MBE Participation goal and subgoals, if any) 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). <hr/> _____ % Total percentage of Supplies/Products x 60% (60% Rule) <hr/> % (Percentage for purposes of calculating achievement of MBE Participation goal and subgoals, if any)

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 Signature of Representative: _____ Printed Name and Title: _____ Firm's Name: _____ Federal Identification Number: _____ Address: _____ Telephone: _____ Date: _____	SUBCONTRACTOR (SECOND-TIER) Signature of Representative: _____ Printed Name and Title: _____ Firm's Name: _____ Federal Identification Number: _____ Address: _____ Telephone: _____ Date: _____	SUBCONTRACTOR (THIRD-TIER) Signature of Representative: _____ Printed Name and Title: _____ Firm's Name: _____ Federal Identification Number: _____ Address: _____ Telephone: _____ Date: _____
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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 must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the TO Contractor shall be allowed if asserted after final payment under this TO Agreement. Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause of the Master Contract. Nothing in this section shall excuse the TO Contractor from proceeding with the TO Agreement as changed.

3. Time for Performance.

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS+ TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of five (5) years, commencing on the date of Notice to Proceed and terminating five (5) years from Notice to Proceed.

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 **\$ total amount of the task order**. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.

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

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

4.4 In addition to any other available remedies, if, in the opinion of the TO Procurement Officer, the TO Contractor fails to perform in a satisfactory and timely manner, the TO Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the TO Contractor to be reduced or withheld until such time as the TO Contractor meets performance standards as established by the TO Procurement Officer.

IN WITNESS THEREOF, the parties have executed this TO Agreement as of the date hereinabove set forth.

TO CONTRACTOR NAME

By: Type or Print TO Contractor POC

Date

Witness: _____

STATE OF MARYLAND, Maryland Transit Administration

By: Thomas P. Hickey, Director
Office of Procurement, MDOT

Date

Witness: _____

ATTACHMENT 4 - Conflict Of Interest Affidavit And Disclosure

A. "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

B. "Person" has the meaning stated in COMAR 21.01.02.01B (64) and includes a bidder, Offeror, Contractor, consultant, or subcontractor or subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.

C. The bidder or Offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail—attach additional sheets if necessary):

E. The bidder or Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or Offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or Offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

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

Date: _____ By: _____
(Authorized Representative and Affiant)

SUBMIT AS A .PDF FILE WITH TO TECHNICAL PROPOSAL

ATTACHMENT 5 - Labor Category Personnel Resume Summary

INSTRUCTIONS:

1. Master Contractors must comply with all personnel requirements under the Master Contract RFP 060B2490023.
2. Only labor categories proposed in the Master Contractors 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 to be submitted with the technical proposal.

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

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

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

Proposed Individual's Name/Company:	How does the proposed individual meet each requirement?
LABOR CATEGORY TITLE – (INSERT CATS+ LABOR CATEGORY NAME)	
Education: Insert the education description from: a. The CATS+ RFP from Section 2.10 for the applicable labor category b. The minimum qualifications and required certifications in Section 2.12 of this TORFP	
Experience: Insert the experience description from: a. The CATS+ RFP from Section 2.10 for the applicable labor category b. The minimum qualifications and required certifications in Section 2.12 of this TORFP Provide dates in the form of MM/YY to MM/YY	
Duties: (Insert the duties description from the CATS+ RFP from section 2.10 for the applicable labor category.)	

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

Contractor's Contract Administrator:

Signature

Date

Proposed Individual:

Signature

Date

**SUBMIT AS INSTRUCTED IN TORFP
SIGNATURE REQUIRED AT THE TIME OF 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 #J05B4400008 for TORFP MTA WEB Sites System Operations, Maintenance, and 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 **TO Procurement Officer, TO Requesting Agency** on or before the due date for Proposals.
4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR'S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.
5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
6. This Agreement shall be governed by the laws of the State of Maryland.
7. OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than \$20,000 and/or imprisonment not exceeding 5 years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.
8. The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

OFFEROR: _____ BY: _____
 NAME: _____ TITLE: _____
 ADDRESS: _____

SUBMIT AS REQUIRED IN 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 it’s **TO Requesting Agency** (the “Department”), and _____ (“TO Contractor”), a corporation with its principal business office located at _____ and its principal office in Maryland located at _____.

RECITALS

WHEREAS, the TO Contractor has been awarded a Task Order Agreement (the “TO Agreement”) for MTA WEB Sites System Operations, Maintenance, and Support TORFP No. J05B4400008 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/Maryland Transit Administration:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SUBMIT AS REQUIRED IN THE TORFP

EXHIBIT A to Non-Disclosure Agreement (TO Contractor)

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

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

Signature

Date

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

ATTACHMENT 8 – TO CONTRACTOR SELF-REPORTING CHECKLIST

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

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

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 – 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 _____ (Contractor) has complied with Section 2.9, Premises and Operational Security of CATS+ Contract #J05B4400008.
- B. I hereby affirm that the _____ (Contractor) has provided _____ (Agency) _____ with a summary of the security clearance results for all of the candidates that will be working on Contract Number J05B4400008 Task Order _____ (Title and Number) _____ and all of these candidates have successfully passed all of the background checks required under Section 2.9, Contract #J05B4400008. Master Contractor 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

THIS AFFIDAVIT REQUIRED NO LATER THAN 60 DAYS OF NOTICE TO PROCEED

ATTACHMENT 10 – 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		
Rating for Dependability	Far Exceeds	Exceeds	Meets	Below	Far Below		
INITIATIVE		Far Exceeds	Exceeds	Meets	Below	Far Below	Raw Score
Contribution		5	4	3	2	1	+
Advancement in the field		5	4	3	2	1	+
Total Raw Score							=
Total Raw Score	10 - 9	8 - 7	6 - 5	4 - 3	2		
Rating for Initiative	Far Exceeds	Exceeds	Meets	Below	Far Below		
INTERPERSONAL RELATIONSHIPS		Far Exceeds	Exceeds	Meets	Below	Far Below	Raw Score
Customer Service		5	4	3	2	1	+
Communication		5	4	3	2	1	+
Cooperation				3	2	1	+
Tact				3	2	1	+
Adaptability to Change		5	4	3	2	1	+
Total Raw Score							=
Total Raw Score	21 - 20	19 - 17	16 - 13	12 - 8	7 - 5		
Rating for Interpersonal Relationships	Far Exceeds	Exceeds	Meets	Below	Far Below		
WORK HABITS		Far Exceeds	Exceeds	Meets	Below	Far Below	Raw Score
Meeting Target & Timetables		5	4	3	2	1	+
Communication with TO Manager		5	4	3	2	1	+

Use of Time	5	4	3	2	1	+
Organization of Work Environment	5		3	2	1	+
Total Raw Score						=
Total Raw Score	20 - 18	17 - 14	13 - 10	9 - 6	5 - 4	
Rating for Work Habits	Far Exceeds	Exceeds	Meets	Below	Far Below	

JOB KNOWLEDGE	Far Exceeds	Exceeds	Meets	Below	Far Below	Raw Score
Policies, Procedures, Practices	5	4	3	2	1	+
Organizational Skills	5	4	3	2	1	+
Equipment / Technology	5	4	3	2	1	+
Terminology	5	4	3	2	1	+
Total Raw Score						=
Total Raw Score	20 - 18	17 - 14	13 - 10	9 - 6	5 - 4	
Rating for Job Knowledge	Far Exceeds	Exceeds	Meets	Below	Far Below	

JOB QUALITY	Far Exceeds	Exceeds	Meets	Below	Far Below	Raw Score
Timely Completion of Assignments	5	4	3	2	1	+
Problem Solving	5	4	3	2	1	+
Accuracy	5	4	3	2	1	+
Work Process / Product / Services	5	4	3	2	1	+
Working Under Pressure	5	4	3	2	1	+
Total Raw Score						=
Total Raw Score	25 - 23	22 - 18	17 - 13	12 - 8	7 - 5	
Rating for Job Quality	Far Exceeds	Exceeds	Meets	Below	Far Below	

JOB QUANTITY	Far Exceeds	Exceeds	Meets	Below	Far Below	Raw Score
Volume of Work	5	4	3	2	1	+
Total Raw Score						=
Total Raw Score	5	4	3	2	1	
Rating for Job Quantity	Far Exceeds	Exceeds	Meets	Below	Far Below	

DEPENDABILITY	Evaluation				
	Far Exceeds Standards	Exceeds Standards	Meets Standards	Below Standards	Far Below Standards
Lateness, Punctuality	No lateness, always punctual		Consistently punctual, an occasional lateness with no impact upon operations	Inconsistent in punctuality, <u>or</u> lateness's have impact upon operations	Frequently not punctual, <u>or</u> lateness's 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

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

Signature of Contractor

Date

Signature of Evaluator

Date

ATTACHMENT 11 - CERTIFICATION REGARDING INVESTMENTS IN IRAN

Authority: State Finance & Procurement, §§17-701 – 17-707, Annotated Code of Maryland [Chapter 447, Laws of 2012].

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

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

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

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

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

CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

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

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____ Title: _____

Witness Name (Typed or Printed): _____

Witness Signature and Date: _____

ATTACHMENT 12 – LIVING WAGE AFFIDAVIT OF AGREEMENT

Contract No. _____

Name of Contractor _____

Address _____

City _____ State _____ Zip Code _____

If the Contract is Exempt from the Living Wage Law

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

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

If the Contract is a Living Wage Contract

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

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

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

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

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____ Title: _____

Witness Name (Typed or Printed): _____

Witness Signature & Date: _____

ATTACHMENT 13 SMALL BUSINESS CONTRACT AFFIDAVIT

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

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

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

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

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

I AFFIRM THAT:

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

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

SMALL BUSINESS QUALIFICATION NUMBER: _____

Date of Most Recent Qualification: _____

DATE: _____

BY: _____
Signature (Authorized Representative and Affidavit)

NOTICE TO BIDDERS

SMALL BUSINESS RESERVE PROCUREMENT

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

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

The business is independently owned and operated;

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

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

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

ATTACHMENT 14 – SAMPLE WORK ORDER

WORK ORDER		Work Order #	Contract #		
This Work Order is issued under the provisions of a XXX contract. The services authorized are within the scope of services set forth in the <i>Purpose</i> of the work order.					
<u>Purpose</u>					
<u>Statement of Work</u>					
<u>Requirements:</u>					
<u>Deliverable(s), Acceptance Criteria and Due Date(s):</u>					
Deliverables are subject to review and approval by AGENCY prior to payment. <i>(Attach additional sheets if necessary)</i>					
<u>Start Date</u>		<u>End Date</u>			
Cost					
	Description for Task / Deliverables	Quantity (if applicable)	Labor Hours (Hrs.)	Labor Rate	Estimate Total
1.				\$	\$
2.				\$	\$
*Include WBS, schedule and response to requirements.		AGENCY shall pay an amount not to exceed			\$
TO Contractor			AGENCY Approval		
_____ <i>(Signature)</i> TO Contractor Authorized Representative (Date)			_____ <i>(Signature)</i> AGENCY TO Manager (Date)		
POC	<i>Name</i>	TO Manager <i>(Print Name)</i>			
Telephone No.		Telephone No.			
Email:		Email:			