



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

**Project Management Resources**

**CATS II TORFP #  
J01B9200021**

**MARYLAND TRANSPORTATION AUTHORITY (MDTA)**

**ISSUE DATE: December 3, 2009**

### KEY INFORMATION SUMMARY SHEET

This Consulting and Technical Services II (CATS II) Task Order Request for Proposals (TORFP) is issued to obtain the services necessary to satisfy the requirements defined in Section 2 - Scope of Work. All CATS II 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 II 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 II RFP issued by the Maryland Department of Information Technology and subsequent Master Contract Project Number 060B9800035, including any amendments.

<b>TORFP NAME:</b>	Project Management Resources
<b>FUNCTIONAL AREA:</b>	FA10 – IT Management Consulting Services
<b>TORFP ISSUE DATE:</b>	<b>December 3, 2009</b>
<b>Closing Date and Time:</b>	<b>January 13, 2010 at 2:00 PM EST</b>
<b>TORFP Issuing Office:</b>	Maryland Transportation Authority (MDTA),
<b>Questions and Proposals are to be sent to:</b>	Barbara Ryer <a href="mailto:bryer@mdot.state.md.us">bryer@mdot.state.md.us</a>
<b>TO Procurement Officer</b>	Barbara Ryer Office Phone: 410-865-1219 Office Fax: 410-865-1388
<b>TO Manager:</b>	Dorothea Summerville Office Phone Number: 410-537-1075 Office FAX Number: 410-537-6750
<b>Project Number:</b>	J01B9200021
<b>TO Type:</b>	Time and material
<b>Period of Performance:</b>	Five years We anticipate needing resources no earlier than May 2010
<b>MBE Goal:</b>	0 percent
<b>Small Business Reserve (SBR):</b>	Yes
<b>Primary Place of Performance:</b>	Contractor to provide office space at contractor’s base location. Meetings, interviews, other work that must be performed on site primarily will be at MDTA base location (Point Breeze complex, Broening Highway, Baltimore Maryland) in Central Maryland area, but may be at any other MDTA location.
<b>State Furnish Work Site and/or Access to Equipment, Facilities or Personnel:</b>	Contractor to provide office space at contractor’s site. If space is available on site at MDTA base location (Point Breeze complex, Broening Highway, Baltimore

	Maryland) it will be provide, but there is no guarantee. No State equipment is provided. If state equipment is available on site it will be provided but there is no guarantee.
<b>TO Pre-Proposal Conference:</b>	<b>December 22, 2009 at 10:00 AM</b> <b>2400 Broening Highway</b> <b>Suite 116</b> <b>Baltimore, MD 21224</b> <b>Large Training Room</b> See Attachment 6 for Directions

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# 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. See Section 2.1 for information on change orders. 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 II 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 or Contractors 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 will bind the selected Master Contractor (TO Contractor) to the contents of its TO Proposal, including the price proposal.

## 1.3 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the stated date and exact time. The time will be local time as determined by the Procurement Officer's e-mail system time stamp. The TO Proposal is to be submitted via e-mail as two attachments in MS Word format. The "subject" line in the e-mail submission shall state the TORFP #J01B9200021. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS II TORFP #J01B9200021 Technical". The second file will be the financial response to this CATS II TORFP and titled, "CATS II TORFP #J01B9200021 Financial". The following proposal documents must be submitted with required signatures as .PDF files with signatures clearly visible:

- Attachment 1 – Price Proposal
- Attachment 2 - MBE Forms D-1 and D-2
- Attachment 4 - Conflict of Interest and Disclosure Affidavit

The TO Proposal is to be submitted via e-mail as two attachments in MS Word format. *Note: there is a file size limitation on inbound emails. Email must be no more than eight 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 will be required to make an oral presentation to State representatives. Significant representations made by a Master Contractor during the oral presentation shall be submitted in writing. All such representations will become part of the Master Contractor's proposal and are binding, if the Contract is awarded. The Procurement Officer will notify Master Contractor of the time and place of oral presentations.

## 1.5 MINORITY BUSINESS ENTERPRISE (MBE) NOTICE

The MDTA hereby notifies all Master Contractors that in regard to any contract entered into pursuant to this advertisement, certified minority businesses will be afforded full opportunity to submit bids in response to this notice and will not be subjected to discrimination on the basis of race, color, sex, or national origin in consideration for an award.

## 1.6 CONFLICT OF INTEREST

The TO Contractor(s) 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 Transportation Authority, 2340 Broening Highway, Baltimore, Maryland 21224. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement in the form of Attachment 7. Please contact the TO Procurement Officer of this TORFP to schedule an appointment.

In addition, certain documentation may be required by the TO Contractor awarded the TO Agreement in order to fulfill the requirements of the TO Agreement. The TO Contractor, employees and agents who review such documents will be required to sign, including but not limited to, a Non-Disclosure Agreement in the form of Attachment 8.

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

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

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

Maryland Division of Information Technology (DoIT) is responsible for contract management oversight on the CATS II master contract. As part of that oversight, DoIT has implemented a process for self-reporting contract management activities of CATS II 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 II TOs are subject to review.

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

## SECTION 2 – SCOPE OF WORK

### 2.1 PURPOSE

The MDTA recognizes that Information Systems development and enhancement efforts must be well-managed in order to meet the needs of the business areas and to be accomplished on-time and within budget. The MDTA has a continuing need for new systems and for enhancements to existing systems.

The objective of this Task Order RFP is to acquire the services of two (2) qualified resources who will work with MDTA Division of Information Technology staff at the Point Breeze Complex, 2310, 2340, 2400 and surrounding buildings at Broening Highway, Baltimore, Maryland and with other MDTA business unit staff at various MDTA locations (at any of our facilities, but with the majority of the work based in the Baltimore, Maryland region) to perform Information Systems project management functions.

The MDTA intends to award up to two (2) TO Agreements.

This task order also allows MDTA to expand resources as MDTA identifies the need. The request and approval process for these additional resources will follow the CATS Task Order Change Order Process as identified in Attachment 3 – Task Order Agreement, Section 2.3.

If the TO Contractor is required to perform additional work, or there is a work reduction due to unforeseen scope changes, 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 modification shall be performed until a change order is approved by the TO Manager and DoIT and executed by the TO Procurement Officer.

The TO Manager may make recommendation to the Procurement Officer to terminate this TO Agreement, in whole or in part, without showing cause upon prior written notice to the TO Contractor specifying the extent and the effective date of the termination. The MDTA shall pay all reasonable costs associated with this TO Agreement that the TO Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the Contract. However, the TO Contractor may not be reimbursed for any anticipatory profits which have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12A(2).

### 2.2 REQUESTING AGENCY INFORMATION

The Maryland Transportation Authority (MDTA) is an independent State agency established in 1971 to finance, construct, manage, operate and improve the State's toll facilities, as well as to finance new revenue-producing transportation projects for the Maryland Department of Transportation. The MDTA has seven toll facilities -- a turnpike, two tunnels and four bridges to help keep traffic moving in Maryland. All of the MDTA's projects and services are funded through tolls and revenues paid by customers who use the agency's facilities.

**Our Mission:** The MDTA will be financial stewards of our dedicated revenue sources to provide vital transportation links that move people to promote commerce in Maryland by:

- Creating and maintaining a transportation network of highways, bridges and tunnels where safety and efficiency are priorities.
- Operating and securing our facilities with innovative technologies.
- Financing transportation facilities that offer convenient choices to travelers.

**Our Values:** Service; Employee Empowerment and Accountability; Responsiveness; Vigilance; Integrity; Communication; Equal Opportunity.



For more than 35 years the MDTA has provided Maryland's citizens and visitors with safe and convenient transportation facilities. We are committed to quality and excellence in customer service; and we rely on our organization's values, traditions and most important our employees to achieve these goals.

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

The MDTA will manage and coordinate all TO Contractor activities required by this TORFP. The MDTA will oversee the activities and performance of all TO Contractor support personnel provided by the Master Contractor in support of this project.

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.

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

The MDTA's technical environment includes a Microsoft network running on HP blade servers supporting primarily windows-based server operating systems (Windows 2000/ 2003 Server) within a VMWare virtual environment.

The MDTA's desktop computers are primarily Windows XP Professional with the following standard software packages:

- Adobe Acrobat Reader 8.0
- Google Earth Enterprise Client 4.2
- Internet Explorer 6.0
- Microsoft Office Outlook 2003 (with Microsoft Exchange Server 2003 backend)
- Microsoft Office Professional 2003

MDTA currently uses both Microsoft SQL Server 2000 and Microsoft SQL Server 2005 in support of the following applications:

- Centralized data storage for Microsoft Access Databases
- Citrix Presentation Server
- IA Pro
- MdE, Inc's AutomateD Observation Reports and Evaluations (ADORE)
- Microsoft Dynamics SL (Solomon) Financial Management System & Business Portal
- OrgPlus Enterprise (OPE)
- Power DMS
- SumTotal Learning Management System (LMS) *formerly Pathlore and Registrar*
- Systems Alliance Site Executive
- SQL Reporting Services

Oracle 8i/ 9i/ 10g are used in support of the following applications:

- ArcGIS/ SDE
- Google Earth Enterprise
- IBM Maximo 4.1.1 Transportation
- OpenText Livelink 9.x
- Primavera 6.x

MDTA anticipates that during the duration of this TORFP, the following new technologies may be implemented:

- IBM Maximo 6 & 7
- Implementation/ expansion of web based reporting and data entry
- Microsoft Office & Sharepoint 2007
- Microsoft SQL Server 2008
- Oracle 11g
- Thin Client Devices connecting to a Virtual Desktop (VDI) to replace existing desktop computers

## **2.5 PROFESSIONAL DEVELOPMENT**

Project management resources must possess current project management certification and must maintain that certification throughout the term of this TORFP. The TO Contractor must ensure continuing education opportunities for the personnel provided. The time allocated to these continuing education activities for personnel deployed to MDTA 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**

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

- (A) Plan and/or manage small to major IT projects that may or may not be already underway for our various business units. Will require managing a team composed of MDTA subject matter experts, IT staff, and/or contractor resources doing planning work, confirming functional requirements, defining interfaces, establishing test and training plans, etc. Some current project types include:
- implementation of new IT systems or software,
  - definition and implementation of automated interfaces between existing IT systems,
  - IT infrastructure projects such as a software upgrade or deployment projects,
  - On-going upgrade and enhancement projects for existing applications.
- (B) As assigned by the TO Manager, assist customer areas in articulating requests for new systems.
- (C) As assigned by the TO Manager, plan and/or manage new projects where the TO Manager has determined there would be no conflict of interest.
- (D) Attend internal MDTA staff meetings as requested.
- (E) Travel between the TO Contractor's office and the MDTA. TO Contractor personnel must have a valid driver's license and their own transportation. MDTA will not provide reimbursement for travel. The estimated professional services charged for this SOW are inclusive of any actual travel and living expenses, other reasonable expenses incurred in connection with the Services, and any applicable taxes.
- (F) Ongoing project manager services may include, but are not limited to, the following:
- Develop and then maintain project plans, Work Breakdown Structures (WBS) on assigned project(s)'s activities using Microsoft Project 2003 or other industry-standard tools on a weekly basis;
  - Manage any collaborative project workspace environment including share drives for the program or project and updates the workspace on a weekly basis;
  - Document and file in the project workspace and/or share drives, Meeting Minutes for all project meetings for all assigned projects; and all project documents;
  - Prepare a monthly project status report for MDTA;
  - Manage Change Control, Issues escalation and resolution, Schedule, Costs, Resources and Stakeholders as defined in the project management plan;
  - Review of deliverables by the major project development contractor for completeness, adherence to standards and contract requirements;

- Work closely with functional managers to resolve team members' workload conflicts;
- Ensure appropriate product-related training and documentation are developed and made available to customers through project team meetings; and
- Develop a project management plan, including a communications plan, for project(s)
- Validate functional requirements and provide support for the Request For Proposal process.
- Manage the development of systems documentation.

## **2.6.2 WORK HOURS**

- (A) The TO Contractor's assigned personnel will work an eight-hour day (specific hours to be approved by the TO Manager), Monday through Friday except for State holidays. The TO Contractor personnel shall be available via phone and/or email or in person if requested to receive and respond to requests and/or feedback during normal business hours.
- (B) For purposes of estimating, assume that each individual would perform **2080** hours of work over the course of one year. Please note that hours listed is an estimated only and shall not be construed as actual billable hours. Contractor personnel are not to exceed 40 hours per week, unless authorized in writing in advance by the TO Manager. In no instance will compensation be given for overtime hours. In any instance of approved weekly hours in excess of 40 hours per week, hours worked over 40 hours will be reduced in a future week.
- (C) Requests for leave should be submitted to the Task Order Manager at least two weeks in advance. The Task Order Manager reserves the right to request a temporary replacement of an individual of equal qualifications if leave extends longer than one consecutive week. In cases where there is insufficient coverage, leave may be denied.

## **2.6.3 SERVICE LEVEL AGREEMENT**

- (A) The TO Contractor shall provide experienced, certified Project Management professionals to work with and under the direction of MdTA's Task Order Manager on tasks described in paragraph 2.6.1, TO Contractor Personnel Duties and Responsibilities and paragraph 2.7, Deliverables.
- (B) The TO Contractor staff assigned to the TO shall work remotely from the contractor or other site; or as may be needed, on-site at MDTA should the Task Order Manager determine that is required and if space is available on site, but there is no guarantee of workspace.
- (C) The TO Contractor staff assigned to the TO shall adhere to MdTA's policies regarding the use of telephone, internet, email and Human Resources Employment Policies.
- (D) No State equipment is provided. If state equipment such as a computer is available on site it will be provided but there is no guarantee.
- (E) The TO Contractor's personnel shall provide weekly, monthly and upon request, reports on the status of all active assignments to include work accomplished and work planned, as described in Section 2.6.1 and 2.7.
- (F) MdTA's internal policies governing change management, documentation, maintenance, privacy and security, testing, training, disaster recovery, and data management will apply to all

work under this TO. TO Contractor staff assigned to the TO shall adhere to these policies as directed by MDTA Management. (See Section 2.8)

#### **2.6.4 PERFORMANCE EVALUATION**

TO Contractor personnel will be evaluated by the TO Manager as needed or on a quarterly basis for each assignment performed during that period. The established performance evaluation and standards are included as *Attachment 10 – Contractor Project Manager Performance Evaluation*.

The TO Contractor personnel must maintain a “Meets Expectation” in each category of the performance evaluation (i.e., Work Quality, Work Quantity, Working Relationships, Work Habits, and Performance Management Rating). If prior to a scheduled evaluation the TO Manager has determined there are issues with the performance of the TO Contractor personnel, the TO Manager will notify both the TO Contractor and the TO Contractor personnel by email, identifying the issue and the expected action(s) to correct the issue. 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 in writing describing the problem and delineating remediation requirements. The TO Contractor will have three business days to respond with a written remediation plan. The plan will be implemented immediately upon acceptance by the TO Manager. Should performance issues persist, the TO Manager may give written notice or request immediate removal of the individual whose performance is at issue. The TO Manager will determine the amount of time the TO Contractor has to provide a replacement.

#### **2.6.6 SUBSTITUTION OF PERSONNEL**

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

#### **2.6.7 BACKUP / DISASTER RECOVERY**

To ensure the safety of MDTA documents TO Contractor Personnel are required to save and store all project information, files and data on the designated MDTA share drive and folder, such as but not limited to Project Plans, Work Breakdown Structures, monthly status reports, weekly status reports, meeting minutes, requirements, documentation, and all other written documents relating to any assigned project or work.

#### **2.6.8 HARDWARE AND SOFTWARE**

The TO Contractor is responsible to provide its personnel with personal computers and licensed software needed to meet the TO requirements. Hardware and software may not be purchased under this TO. Any hardware or software needed to meet the TO requirements that *may be used on site at MDTA on MDTA hardware* will be acquired by the MDTA under other contracts.

The TO Contractor is responsible for acquiring any necessary hardware and software used at the TO Contractor's location.

Standard software used by the MDTA that the Contractor may be required to have at the TO Contractor's location or on contractor personnel computers include:

- Microsoft Office Word 2003 (2007 in future)
- Microsoft Office Excel 2003 (2007 in future)
- Microsoft Office PowerPoint 2003 (2007 in future)
- Microsoft Office Access 2003 (2007 in future)
- Microsoft Office Visio 2003 (2007 in future)
- Microsoft Project 2003 (2007 in future)
- Other project management software as may be required for future use.

The MDTA will provide the TO Contractor personnel with an RSA Token that will be used 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 test environments.

The TO Contractor is responsible for:

- Providing adequate internet access from the TO Contractor's site in order to remote into the agency LAN/WAN
- Maintaining the equipment at the TO Contractor's site to include the latest antivirus software updates and antivirus definitions, firewall updates and settings, and operating system patches and security updates

## 2.7 DELIVERABLES

<b>Deliverables</b>	<b>Acceptance Criteria</b>
Deliverable A – Personnel	Personnel who meet the minimum qualification requirements of Section 2.9 TO Contractor Personnel Minimum Qualifications and with the expertise to produce the deliverables described in this Section 2.7 Deliverables.
Deliverable B – Weekly Status Reports	Accuracy, timeliness (by Monday Noon of each week), clarity, usefulness, factual information, no structural errors such as poor grammar, misspellings or incorrect punctuation, and conformity to MDTA Office of Project Management's established standards and the weekly status report template
Deliverable C – Monthly Project Status Reports	Accuracy, timeliness (by second business day of each month for prior month's report), clarity, usefulness, factual information, no structural errors such as poor grammar, misspellings or incorrect punctuation, and conformity to MDTA Office of Project Management's established standards and the monthly status report template
Deliverable D – Project Deliverables	Accuracy, timeliness (by due date), clarity, usefulness, factual information, no structural errors such as poor grammar, misspellings or incorrect punctuation, and conformity to MDTA Office of Project Management's established standards and templates
Deliverable E – Meetings - Project team and	Accuracy, timeliness (by due date), clarity,

status meetings and minutes; Office of Project Management meetings; Weekly TO Manager meetings and other meetings and minutes as assigned	usefulness, factual information, no structural errors such as poor grammar, misspellings or incorrect punctuation, professional attitude and conformity to MDTA Office of Project Management's established standards and templates
Deliverable F – Training, as may be required and assigned	Accuracy, timeliness (by due date), clarity, usefulness, factual information, no structural errors such as poor grammar, misspellings or incorrect punctuation, professional attitude and conformity to MDTA Office of Project Management's established standards and templates
Deliverable G – Presentations, as may be required and assigned	Accuracy, timeliness (by due date), clarity, usefulness, factual information, no structural errors such as poor grammar, misspellings or incorrect punctuation, professional attitude and conformity to MDTA Office of Project Management's established standards and templates

### **Deliverable A - Personnel**

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

The TO Contractor individual will be expected to perform most duties remotely from the contractor's worksite. Optionally, the TO Contractor individual may be required to work on-site on a daily basis if/when space is available and the need to do so is expressed by the TO Manager.

Additional tasks that require the contractor to work at a MDTA facility include attending and conducting meetings, requirement sessions, etc. and will be coordinated with the TO Manager. Assignments will be given and reviewed by the TO Manager. The TO Contractor individual will also interface with all levels of management and the work force.

The position does involve travel between sites in the Baltimore area. TO Contractor personnel must have valid driver's license and own transportation.

### **Deliverable B -Weekly Status Report**

By Monday, 12:00pm (Noon) of each week, the TO Contractor personnel shall be responsible for compiling and submitting to the TO Manager a one-page status report (in MS Word 2003 format, template to be provided) that summarizes the following:

- Name, Date, Reporting Period
- Top Three Priorities in this Reporting Period
- Actual Tasks & Accomplishments for the reporting period
- Planned Tasks & Accomplishments for the next reporting period
- Exceptions to Previously Planned vs. Actual for last reporting period
- Outstanding Due Dates
- Scheduled Time Off

- Hours worked (start and end times, and total time actually worked each day) by individual TO Contractor personnel

Reported tasks & accomplishments may include deliverables received, reviewed, distributed; planned; meetings held or planned (date, purpose, attendees); documents developed; meeting minutes, SDLC documents and other project-related artifacts (indicate draft or final version).

### **Deliverable C - Monthly Project Status Report**

By the second working day of each month, for each assigned project, the TO Contractor personnel shall be responsible for compiling and submitting to the TO Manager and project stakeholders, as appropriate, a monthly project status report (in MS Word 2003 format, template to be provided) that includes the following:

- Assigned project number and project name; Baseline End Date; Phase; Current Projected End Date; Current Projected Cost
- Scope/Purpose
- Accomplishments
- Current status
- Forecast
- Issues for Stakeholder attention, including identification, escalation, and resolution steps
- Schedule Analysis
- Budget Analysis
- Risk Analysis
- Updated project schedule (in MS Project 2003 format) or format agreed to in advance by the TO Manager.

### **Deliverable D - Project Deliverables**

For assigned projects, the TO Contractor personnel provided under this TORFP will be responsible for that project's deliverables in accordance with that project's requirements and approach.

This may include managing other contractors who will write or provide deliverables in accordance with the terms and requirements for their specific contract. This may also include managing internal or external resources with this task order's Contractor personnel responsible for actually writing and providing deliverables as part of the Project Manager's duties. This, as well as the specific deliverables that will be required, can vary for each specific project assigned dependent upon implementation approach and assigned team for that project. Major IT projects must be managed in accordance with State of Maryland SDLC requirements.

For those instances where the TO Contractor personnel will be required to write or provide project-specific deliverables, the following conditions will apply:

For each written deliverable, draft and final, the TO Contractor shall submit to the TO Manager one hard copy and one electronic copy compatible with Microsoft Office 2003, Microsoft Project 2003 and/or Visio 2003.

An outline of each major deliverable will be required before beginning of development of the deliverable. This outline will be reviewed by the project team and/or management and approved by the TO Manager. It is anticipated at least one if not several meetings will be required with project team and/or TO Manager to insure content coverage is complete.

Drafts of all final deliverables, except status reports, are required at least two weeks in advance of when all final deliverables are due. Written deliverables defined as draft documents must demonstrate due diligence in meeting the scope and requirements of the associated final written deliverable, and shall be reasonably free of structural errors such as poor grammar, misspellings or incorrect punctuation. A draft written deliverable must:

- Be presented in a format appropriate for the subject matter and depth of discussion.
- Be organized in a manner that presents a logical flow of the deliverable's content.
- Represent factual information reasonably expected to have been known at the time of submittal.
- Present information that is relevant to the Section of the deliverable being discussed.
- Represent a significant level of completeness towards the associated final written deliverable that supports a concise final deliverable acceptance process.
- Conform to MDTA Office of Project Management's established standards.

When presented for acceptance, a written deliverable defined as a final document must satisfy the scope and requirements for that deliverable for the specific project. Final written deliverables shall not contain structural errors such as poor grammar, misspellings or incorrect punctuation, and must:

- Be presented in a format appropriate for the subject matter and depth of discussion.
- Be organized in a manner that presents a logical flow of the deliverable's content.
- Represent factual information reasonably expected to have been known at the time of submittal.
- Present information that is relevant to the Section of the deliverable being discussed.
- Conform to MDTA Office of Project Management's established standards.

### **Deliverable E – Meetings**

TO Personnel will be expected to meet weekly or as determined by the TO Manager with the TO Manager at the TO Manager's office location to discuss assignments, status, etc.

TO Personnel will be expected to conduct, at a MDTA facility location, project status team meetings and hold whatever project-related meetings are necessary to successfully accomplish assigned project(s). Exact location and frequency of meetings will vary depending upon specific project(s) assigned. Minutes will be written and circulated by the Project Manager for all project team meetings.

TO Personnel will be expected to attend a monthly Project Management Office meeting at the TO Manager's facility location.

TO Personnel will be expected to attend other meetings as the project may require.

### **Deliverable F – Training**

TO Personnel will be expected to organize, manage and perform any training as may be required by the project or assigned by the TO Manager. These training sessions will conform to all standards and conditions as described in *Deliverable D – Project Deliverables*, described above.

### **Deliverable G – Presentations**



TO Personnel will be expected to prepare and deliver written and oral Power Point presentations as may be required by the project or assigned by the TO Manager. These presentations will conform to all standards and conditions as described in *Deliverable D – Project Deliverables*, described above.

## **2.8 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 State Information Technology Project Oversight

Additionally, the TO Contractor personnel shall comply with the standards and best practices in the Project Management Institute’s Project Management Body of Knowledge Guide.

## **2.9 TO CONTRACTOR PERSONNEL MINIMUM QUALIFICATIONS**

The following minimum qualifications are mandatory. The Master Contractor’s staff must demonstrate expertise in the following:

(A) Individuals proposed for this Task Order must possess current certification as Project Managers – Project Management Institute (PMI) certified Project Management Professional (PMP®) or industry equivalent. While MDTA prefers the PMP® certification, equivalent certifications will be acceptable provided the TO Contractors proposing alternate certifications can demonstrate that they are functionally equivalent to the PMP® certification. Certifications must be kept current throughout the term of this TORFP.

(B) In addition to project management certification, individuals proposed must have experience in Requirements Management, Software Configuration Management, and Testing. Resumes must demonstrate this experience.

(C) Individuals proposed for this TORFP must have excellent verbal and written communication skills, contract management, and coordination and organizational skills. Resumes must demonstrate at least three (3) years experience where these skills were applied.

(D) Individuals proposed for this TORFP must become familiar with and adhere to the system development life cycle (SDLC) methodology established by the Department of Budget & Management (DBM) for all major Information System efforts. These individuals must have experience in creating and updating SDLC documents. Resumes must demonstrate at least five (5) years experience leading efforts where an SDLC methodology would have been employed.

(E) The TO Contractor shall propose individuals who possess expertise in at least three of the following types of systems:

- Asset Management
- Budget Systems
- Document Management
- Financial Systems
- Geographic Information System (GIS)
- Infrastructure Support

- Maintenance Management
- Management Reporting
- Procurement Systems
- Project/Program/Portfolio Management Systems

## **2.10 TO CONTRACTOR EXPERTISE REQUIRED**

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

## **2.11 INVOICE SUBMISSION**

Invoices will be submitted by the TO Contractor to the TO Manager on a monthly basis by the 15th business day of each month for all work completed in the previous month.

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS II Master Contract. 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. Invoices will reflect costs for hours worked indicated in the accompanying weekly status reports. Upon verification and acceptance of the invoices by the TO Manager, payment will be made to the contractor.

### **2.11.1 INVOICE FORMAT**

- A) The invoice shall identify MDTA, labor category, associated TO Agreement number, date of invoice, Federal Employer Identification Number (FEIN), period of performance covered by the invoice, deliverable description, Hours matched to project number; 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 MDTA at the following address:

Dorothea Summerville  
 Maryland Transportation Authority  
 Division of Information Technology  
 2400 Broening Highway, Suite 117  
 Baltimore, MD 21224

And [MAILTO:dsummerville@MDTA.state.md.us](mailto:dsummerville@MDTA.state.md.us)

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

## SECTION 3- TO PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

### 3.1 REQUIRED RESPONSE

Each Master Contractor receiving this CATS II TORFP must respond within the submission time designated in the Key Information Summary Sheet. Each Master Contractor is required to submit one or two possible responses: 1) a proposal and/or 2) a completed Master Contractor Feedback form submitted electronically via the CATS II web site explaining why the Master Contractor will not be submitting a proposal. The form is accessible via your CATS II 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 II TORFP. The TO Proposal shall provide the following:

#### 3.2.1 THE TECHNICAL PORTION OF THE TO PROPOSAL SHALL INCLUDE:

- A) Proposed Services
  - 1) Requirements: A detailed discussion of the Master Contractor's understanding of the work and the Master Contractor's capabilities, approach and solution to address the requirements outlined in Section 2.
  - 2) Assumptions: A description of any assumptions formed by the Master Contractor in developing the Technical Proposal.
- B) Proposed Personnel
  - 1) Identify and provide resumes for all proposed personnel by labor category.
  - 2) Certification that all proposed personnel meet the minimum required qualifications and possess the required certifications in Section 2.9.
  - 3) Complete and provide at the interview, Attachment 5 – Labor Classification Personnel Resume Summary.
  - 4) Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under this TO Agreement.
- C) Subcontractors
  - 1) Identify all proposed subcontractors, including MBEs, and their full roles in the performance of this TORFP Scope of Work.
- D) Master Contractor and Subcontractor Experience and Capabilities
  - 1) Provide three examples of work assignments that the proposed personnel have completed that were similar in scope to the one defined in this TORFP. Each of the three examples, to be provided at the interview, must include a reference complete with the following:
    - a) Name of organization.
    - b) Name, title, and telephone number of point-of-contact for the reference.
    - c) Type and duration of contract(s) supporting the reference.
    - d) The services provided, scope of the contract and performance objectives satisfied as they relate to the scope of this TORFP.
    - e) Whether the proposed personnel are still providing these services and, if not, an explanation of why 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) A brief description of the services/goods provided,
  - c) The dollar value of the contract,
  - d) The term of the contract,
  - e) Whether the contract was terminated prior to the specified original contract termination date,
  - f) Whether any available renewal option was not exercised,
  - g) The State employee contact person (name, title, telephone number and e-mail address).

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

E) State Assistance

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

F) Confidentiality

- 1) A Master Contractor should give specific attention to the identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland. Contractors are advised that, upon request for this information from a third party, the TO Procurement Officer will be required to make an independent determination regarding whether the information may be disclosed.

**3.2.2 THE FINANCIAL RESPONSE OF THE TO PROPOSAL SHALL INCLUDE:**

- A) A description of any assumptions on which the Master Contractor's Financial Proposal is based (Assumptions shall not constitute conditions, contingencies, or exceptions to the price proposal).
- B) Completed Financial Proposal - Attachment 1 including:

The Master Contractor should indicate on Attachment 1 the appropriate Labor Category being proposed, and the Fixed Hourly Labor Category Rate. Proposed rates are not to exceed the rates defined in the Master Contract.

## **SECTION 4 - PROCEDURE FOR AWARDING A TO AGREEMENT**

### **4.1 EVALUATION CRITERIA**

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

### **4.2 TECHNICAL CRITERIA**

The following are technical criteria for evaluating a TO Proposal in descending order of importance:

- The Master Contractor's proposed solution and understanding of the TORFP Scope of Work based on the required response in Section 3.2.1.A.1.
- Personnel experience required in Section 3.2.1.B.
- The Master Contractor's understanding of the work to be accomplished.

### **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 2.9 and quality of responses to Section 3.2.1 of the TORFP. Master Contractor proposals that fail to meet the minimum qualifications will be deemed not reasonably susceptible for award, i.e., disqualified and their proposals eliminated from further consideration.
- 4.3.2 TO Proposals deemed technically qualified will have their financial proposal considered. All others will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.
- 4.3.3 The State will conduct interviews of all personnel proposed in each TO Proposal that meets minimum qualifications.
- 4.3.4 Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.
- 4.3.5 The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment. In making this selection, technical merit has greater weight than price.

### **4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT**

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

**ATTACHMENT 1 - PRICE PROPOSAL**

PRICE PROPOSAL FOR CATS II TORFP # J01B9200021  
LABOR CATEGORIES

Labor Categories	A	B	C
	Hourly Labor Rate	Total Class Hours Annually	Total Proposed CATS II TORFP Price
(Master Contractor to insert Proposed Labor Categories for this TORFP)			
<b>Year #1:</b>			
Resource #1 (NAME)	\$	2080	\$
Resource #2 (NAME)	\$	2080	\$
<b>Total Year 1 Price</b>			\$
<b>Year #2:</b>			
Resource #1 (NAME)	\$	2080	\$
Resource #2 (NAME)	\$	2080	\$
<b>Total Year 2 Price</b>			\$
<b>Year #3:</b>			
Resource #1 (NAME)	\$	2080	\$
Resource #2 (NAME)	\$	2080	\$
<b>Total Year 3 Price</b>			\$
<b>Year #4:</b>			
Resource #1 (NAME)	\$	2080	\$
Resource #2 (NAME)	\$	2080	\$
<b>Total Year 4 Price</b>			\$
<b>Year #5:</b>			
Resource #1 (NAME)	\$	2080	\$
Resource #2 (NAME)	\$	2080	\$
<b>Total Year 5 Price</b>			\$
<b>Total Evaluated Price for Five Years</b>			

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

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

\_\_\_\_\_  
Title

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

The hours listed are best guess estimates, for evaluation purposes only, and should not be construed as actual billable hours. The Hourly Labor Rate cannot exceed the Master Contract Rate, but may be lower. Time for travel will be reimbursed as allowed in Section 2.2.4 of the Master Contract.

SUBMIT WITH THE FINANCIAL RESPONSE

## ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

### TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING REQUIREMENTS

CATS II TORFP # J01B9200021

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.

1. 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.
2. 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 15<sup>th</sup> of the month following the month that is being reported. For example, the report for January's activity is due no later than the 15<sup>th</sup> 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.
3. 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.
4. It is the responsibility of the TO Contractor to make sure that all subcontractors submit reports no later than the 15<sup>th</sup> of each month, regardless of whether there was any MBE payment activity for the reporting month. Actual payment data is verified and entered into the State's financial management tracking system from the subcontractor's D-6 report only. Therefore, if the subcontractor(s) do not submit their D-6 payment reports, the TO Contractor cannot and will not be given credit for subcontractor payments, regardless of the TO Contractor's proper submission of Form D-5. The TO Manager will contact the TO Contractor if reports are not received each month from either the prime contractor or any of the identified subcontractors. The TO Contractor must promptly notify the TO Manager if, during the course of the contract, a new MBE subcontractor is utilized. Failure to comply with the MBE contract provisions and reporting requirements may result in sanctions, as provided by COMAR 21.11.03.13.

## ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

### FORM D – 1

#### Certified MBE Utilization and Fair Solicitation Affidavit

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

In conjunction with the offer submitted in response to TORFP No. J01B9200021, I affirm the following:

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

OR

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

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

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

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



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

\_\_\_\_\_  
Offeror Name

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name, Title

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Date

SUBMIT AS A .PDF FILE WITH TO RESPONSE

**ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS**

**FORM D – 2**

**Minority Business Enterprise Participation Schedule**

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

TO Prime Contractor (Firm Name, Address, Phone)	Task Order Description
Task Order Agreement Number J01B9200021	
<b>List Information For Each Certified MBE Subcontractor On This Project</b>	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	

**USE ATTACHMENT D-2 CONTINUATION PAGE AS NEEDED  
SUMMARY**

<b>TOTAL MBE PARTICIPATION:</b>	_____ %
<b>TOTAL WOMAN-OWNED MBE PARTICIPATION:</b>	_____ %
<b>TOTAL AFRICAN AMERICAN-OWNED MBE PARTICIPATION:</b>	_____ %

Document Prepared By: (please print or type)

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

**ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS**

**FORM D – 2**

**Minority Business Enterprise Participation Schedule (Continued)**

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

SUBMIT AS A .PDF FILE WITH TO RESPONSE

**ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS**

**FORM D – 3**

**Outreach Efforts Compliance Statement**

In conjunction with the bid or offer submitted in response to TORFP # J01B9200021, I state the following:

- 6. Offeror identified opportunities to subcontract in these specific work categories:
  
- 7. Attached to this form are copies of written solicitations (with bidding instructions) used to solicit certified MBEs for these subcontract opportunities.
  
- 8. Offeror made the following attempts to contact personally the solicited MBEs:
  
- 9.  Offeror assisted MBEs to fulfill or to seek waiver of bonding requirements.  
(DESCRIBE EFFORTS)
  
- This project does not involve bonding requirements.
  
- 10.  Offeror did/did not attend the pre-proposal conference  
 No pre-proposal conference was held.

_____	By:	_____
Offeror Name		Name
_____		_____
Address		Title
		_____
		Date

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

**ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS**

**FORM D – 4**

**Subcontractor Project Participation Statement**

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

Provided that \_\_\_\_\_ is awarded the TO Agreement in  
(Prime TO Contractor Name)  
conjunction with TORFP No. J01B9200021, it and \_\_\_\_\_,  
(Subcontractor Name)  
MDOT Certification No. \_\_\_\_\_, intend to enter into a contract by which the subcontractor shall:

(Describe work to be performed by MBE):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

By:

By:

\_\_\_\_\_  
Prime Contractor Signature

\_\_\_\_\_  
Subcontractor Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

**ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS**

**FORM D – 5**

**Minority Business Enterprise Participation TO Contractor Paid/Unpaid Invoice Report**

Report #: _____  Reporting Period (Month/Year): _____  <b>Report is due by the 15<sup>th</sup> of the following month.</b>	CATS II TORFP #J01B9200021 Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____
---	--

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

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

**Return one copy of this form to the following addresses:**

Dorothea Summerville Maryland Transportation Authority Division of Information Technology 2400 Broening Highway, Suite 117 Baltimore, MD 21224 dsummerville@mdta.state.md.us	
---	--

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

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

**ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS**

**FORM D – 6**

**Minority Business Enterprise Participation Subcontractor Paid/Unpaid Invoice Report**

Report #: _____ Reporting Period (Month/Year): __/_____ <b>Report Due By the 15<sup>th</sup> of the following Month.</b>	CATS II TORFP #J01B9200021 Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____	
MBE Subcontractor Name: _____		
MDOT Certification #: _____		
Contact Person: _____		
Address: _____		
City: _____	State: _____	ZIP: _____
Phone: _____	FAX: _____	
Subcontractor Services Provided: _____		
<b>List all payments received from Prime TO Contractor during reporting period indicated above.</b>  1. _____ 2. _____ 3. _____  <b>Total Dollars Paid: \$</b> _____	<b>List dates and amounts of any unpaid invoices over 30 days old.</b>  1. _____ 2. _____ 3. _____  <b>Total Dollars Unpaid: \$</b> _____	
Prime TO Contractor: _____		Contact Person: _____

**Return one copy of this form to the following address:**

Dorothea Summerville Maryland Transportation Authority Division of Information Technology 2400 Broening Highway, Suite 117 Baltimore, MD 21224 dsummerville@mdta.state.md.us	
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Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Submit as required in TO Contractor MBE Reporting Requirements

## ATTACHMENT 3 - Task Order Agreement

### CATS II TORFP # J01B9200021 OF MASTER CONTRACT # 060B9800035

This Task Order Agreement (“TO Agreement”) is made this day of Month, 200X by and between MASTER CONTRACTOR and the STATE OF MARYLAND, Maryland Transportation Authority (MDTA)..

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

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
  - a. “Agency” means the Maryland Transportation Authority (MDTA) as identified in the CATS II TORFP # J01B9200021.
  - b. “CATS II TORFP” means the Task Order Request for Proposals # J01B9200021, dated MONTH DAY, YEAR, including any addenda.
  - c. “Master Contract” means the CATS II Master Contract between the Maryland Department of Information Technology and MASTER CONTRACTOR dated xxx 2009.
  - d. “TO Procurement Officer” means Ms. Anna Lansaw. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
  - e. “TO Agreement” means this signed TO Agreement between the Maryland Transportation Authority (MDTA) and MASTER CONTRACTOR.
  - f. “TO Contractor” means the CATS II Master Contractor awarded this TO Agreement, whose principal business address is \_\_\_\_\_ and whose principal office in Maryland is \_\_\_\_\_.
  - g. “TO Manager” means Dorothea Summerville of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
  - h. “TO Proposal - Technical” means the TO Contractor’s technical response to the CATS II TORFP dated date of TO Proposal – Technical.
  - i. “TO Proposal – Financial” means the TO Contractor’s financial response to the CATS II TORFP dated date of TO Proposal - FINANCIAL.
  - j. “TO Proposal” collectively refers to the TO Proposal – Technical and TO Proposal – Financial.
2. Scope of Work
  - 2.1. This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supersede the Master Contract.
  - 2.2. The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS II TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
    - a. The TO Agreement,
    - b. Exhibit A – CATS II TORFP
    - c. Exhibit B – TO Proposal-Technical



d. Exhibit C – TO Proposal-Financial

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

3. Time for Performance.

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

4. Consideration and Payment

4.1 The consideration to be paid the TO Contractor shall be done so in accordance with the CATS II TORFP and shall not exceed \$2,700,000.00. 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 II 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 **Federal ID number**. 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 Transportation Authority

\_\_\_\_\_  
By: **insert name**, TO Procurement Officer

\_\_\_\_\_  
Date

Witness: \_\_\_\_\_

**ATTACHMENT 4 - Conflict Of Interest Affidavit And Disclosure**

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

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

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

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

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

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

Date: \_\_\_\_\_ By: \_\_\_\_\_  
(Authorized Representative and Affiant)

SUBMIT AS A .PDF FILE WITH TECHNICAL RESPONSE

## ATTACHMENT 5 - Labor Classification Personnel Resume Summary

### INSTRUCTIONS:

1. Master Contractors must comply with all personnel requirements under the Master Contract RFP 060B9800035.
2. Only labor categories proposed in the Master Contractors Technical proposal may be proposed under the CATS II TORFP process.
3. For each person proposed in any of the labor categories, complete one Labor Category Personnel Resume Summary to document how the proposed person meets each of the minimum requirements. The summary is required at the time of the interview.

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

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

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

<b>Proposed Individual's Name/Company:</b>	<b>How does the proposed individual meet each requirement?</b>
<b>LABOR CLASSIFICATION TITLE – (INSERT LABOR CATEGORY NAME)</b>	
<b>Education:</b> (Insert the education description from the CATS II RFP from section 2.12 for the applicable labor category.)	
<b>Experience:</b> (Insert the experience description from the CATS II RFP from section 2.12 for the applicable labor category.)	
<b>Duties:</b> (Insert the duties description from the CATS II RFP from section 2.12 for the applicable labor category.)	

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

**Contractor's Contract Administrator:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Proposed Individual:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

## ATTACHMENT 6 - Directions to the Pre-TO Proposal Conference

### **FROM: I-95 (North or South)**

Take the KEITH AVE exit number 56

Keep LEFT at the fork in the ramp (I-95 South)

Keep LEFT on ramp (I-95 North)

Turn LEFT onto KEITH AVE for both I-95 North and South

In approximately 1 mile take a slight right onto BROENING HWY.

At LIGHT turn RIGHT into Point Breeze Complex.

### **FROM: Baltimore Harbor Tunnel (I-895)**

Take the HOLABIRD AVE exit number 10 towards Dundalk

Keep LEFT at the fork in the ramp.

Make a SLIGHT LEFT onto HOLABIRD Avenue

Make a SLIGHT RIGHT onto BROENING HWY.

At the POINT BREEZE SIGN turn RIGHT into the Point Breeze Complex.

### **FROM: Francis Scott Key Bridge (I-695 North – Outer Loop)**

Take the BROENING HWY exit number 44 toward DUNDALK

Turn LEFT onto BROENING HWY

At approximately 3 miles (at the POINT BREEZE Sign) turn LEFT into the Point Breeze Complex

2400 Broening Highway is the building on the left once you entered into the Point Breeze Complex.

Go through the double doors and into the hallway making the first right at the hallway and then the first left.

### **Parking:**

Visitor Parking (no permit required) is available directly across the street. You must walk across Broening Highway to get to the building.

**ATTACHMENT 7 - NON-DISCLOSURE AGREEMENT (OFFEROR)**

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

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS II TORFP #J01B9200021 for Project Managers. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to \_\_\_\_\_. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information described in Section 1.8 of the TORFP, 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 under Section 1.8, except in connection with the preparation of its TO Proposal.
2. Each employee or agent of the OFFEROR who receives or has access to the Confidential Information shall execute a copy of this Agreement and the OFFEROR shall provide originals of such executed Agreements to the State. Each employee or agent of the OFFEROR who signs this Agreement shall be subject to the same terms, conditions, requirements and liabilities set forth herein that are applicable to the OFFEROR.
3. OFFEROR shall return the Confidential Information to the State within five business days of the State's Notice of recommended award. If the OFFEROR does not submit a Proposal, the OFFEROR shall return the Confidential Information to TO Procurement Officer, Maryland Transportation Authority, on or before the due date for Proposals.
4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR'S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.
5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
6. This Agreement shall be governed by the laws of the State of Maryland.
7. OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than \$20,000 and/or imprisonment not exceeding 5 years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.
8. The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

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

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

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

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

## ATTACHMENT 8 - NON-DISCLOSURE AGREEMENT (TO Contractor)

**THIS NON-DISCLOSURE AGREEMENT** (“Agreement”) is made as of this \_\_\_ day of \_\_\_\_\_, 200\_\_, by and between the State of Maryland (“the State”), acting by and through its Maryland Transportation Authority (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 Project Management Resources TORFP No J01B9200021 dated release date for TORFP, (the “TORFP”) issued under the Consulting and Technical Services II procurement issued by the Department, Project Number 060B9800035; and

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

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

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



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

**Contractor/Contractor's Personnel:**

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

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

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

**Maryland Transportation Authority:**

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

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

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

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

**EXHIBIT A**

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

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

**Signature**

**Date**

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

Latest Update: July 28<sup>th</sup>, 2009

## ATTACHMENT 9 – TO CONTRACTOR SELF-REPORTING CHECKLIST

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

<b>Master Contractor:</b>	
<b>Master Contractor Contact / Phone:</b>	
<b>Procuring State Agency Name:</b>	
<b>TO Title:</b>	
<b>TO Number:</b>	
<b>TO Type (Fixed Price, T&amp;M, or Both):</b>	
<b>Checklist Issue Date:</b>	
<b>Checklist Due Date:</b>	
<b>Section 1 – Task Orders with Invoices Linked to Deliverables</b>	
A) Was the original TORFP (Task Order Request for Proposals) structured to link invoice payments to distinct deliverables with specific acceptance criteria? <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> (If no, skip to Section 2.)	
B) Do TO invoices match corresponding deliverable prices shown in the accepted Financial Proposal? <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> (If no, explain why) _____	
C) Is the deliverable acceptance process being adhered to as defined in the TORFP? <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> (If no, explain why) _____	
<b>Section 2 – Task Orders with Invoices Linked to Time, Labor Rates and Materials</b>	
A) If the TO involves material costs, are material costs passed to the agency without markup by the Master Contractor? <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> (If no, explain why) _____	
B) Are labor rates the same or less than the rates proposed in the accepted Financial Proposal? <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> (If no, explain why) _____	
C) Is the Master Contractor providing timesheets or other appropriate documentation to support invoices? <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> (If no, explain why) _____	
<b>Section 3 – Substitution of Personnel</b>	
A) Has there been any substitution of personnel? <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> (If no, skip to Section 4.)	
B) Did the Master Contractor request each personnel substitution in writing? <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> (If no, explain why) _____	
C) Does each accepted substitution possess equivalent or better education, experience and qualifications than incumbent personnel? <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> (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 10 – CONTRACTOR PROJECT MANAGER PERFORMANCE EVALUATION**

**CONTRACTOR PROJECT MANAGER PERFORMANCE EVALUATION**

Name	Job Title
Rating Period From: _____ To: _____	Date
Department	Rater's Name
<b><u>Overall Performance Rating:</u></b> Place an (X) in selected rating : <input type="checkbox"/> <b>Meets Expectations</b> <input type="checkbox"/> <b>Unsatisfactory</b>	

**DIVISION WORK PLAN:**

TBD

**Category: WORK QUALITY**

- Complies with laws, policies, procedures, and established processes
- Develops, documents, communicates, and follows plans
- Ensures clear and complete written project and technical documentation and deliverables are provided
- Independently manages project and task assignments and resolves issues to ensure successful project completion
- Produces accurate, legible written project status reports on at least a monthly basis and weekly activity reports
- Produces project results that satisfy the needs for which the project was undertaken
- Seeks and documents customer needs and ensures and measures customer satisfaction

**Meets Expectations**     **Unsatisfactory**  
**(M)**                                      **(U)**

**Criteria:**

	Accuracy (correctness of completed tasks and assignments).
	Knowledge (understanding of policies, procedures, practices, equipment usage etc.)
	Organizational skills (prioritizes assignments, work product is cohesive and coherent)
	Follow-up (amount of supervision required).
	Multi-task (works under pressure to complete multiple assignments).

Give examples of past performance to support your evaluation

Month	Received Monthly Report(s)	Received all weekly reports
January		
February		
March		
April		
May		
June		
July		
August		
September		
October		
November		
December		

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**Category: WORK QUANTITY**

- Communicates progress and issues to stakeholders
- Completes assigned projects and tasks in a timely fashion
- Demonstrates good time management skills
- Ensures project scope is understood, documented and controlled
- Manages estimated and actual project resources (cost or labor hours)
- Manages team resources that are within your control to ensure tasks are completed according to project plans
- Plans, manages, and controls work
- Prioritizes own and team assignments to set and meet goals
- Recognizes changes and manages scope
- Works with functional resource managers to acquire and manage resource commitments

**Meets Expectations**     **Unsatisfactory**  
**(M)**                                      **(U)**

	Performs duties and functions of the position in a timely manner.
	Work product is consistent with job specifications.
	New and additional duties, assignments are accepted and performed.
	Work load is consistent with performance expectations
	Employees' talents and efforts are directed towards the needs of the unit and accomplishment of goals.

Give examples of past performance to support your evaluation

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Category: **WORKING RELATIONSHIPS**

- Clarifies responsibilities and expectations to team; manages other contractors effectively
- Demonstrates respect, integrity, and keeps commitments
- Establishes and maintains good customer relationships
- Identifies and resolves conflict
- Identifies project stakeholders and ensures communication transpires with them
- Keeps supervisor informed of project status, any issues, and what is being done to resolve them
- Professional behavior when dealing with contractors and other non-MDTA employees and MDTA employees
- Provides timely guidance and feedback to help team accomplish a task or solve a problem
- Remain open to others' ideas and opinions even when they conflict with your own

Meets Expectations (M)       Unsatisfactory (U)

**Criteria**

	Establishes and maintains effective working relationships with co-workers, supervisors and the public.
	Accepts direction and suggestions for work improvements from supervisor(s) and is willing to learn from others
	Works as a team member toward accomplishing the division and agency's goals and supports team decisions; is willing to assist with tasks and assignments outside of normal job duties.
	Uses tact and respect when communicating with others.
	Deals appropriately and professionally with conflicts and unanticipated problems.

Give examples of past performance to support your evaluation

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Category: **WORK HABITS**

- Displays care in the use of State property
- Effective meeting management (starting on time, preparation, facilitation, agendas in advance, minutes)
- Ensures compliance with all applicable laws, policies, procedures, and standards
- Have no occurrence of damage to state property due to carelessness
- Requests leave with sufficient advance notice and ensures coverage for any planned absence
- Prompt when reporting to work, meetings, training, etc.

Meets Expectations (M)       Unsatisfactory (U)

**Criteria**

	Complies with leave policies and procedures
	Punctuality (start time, breaks).
	Use and application of time
	Use and care of State property
	Complies with safety rules and regulations

Give examples of past performance to support your evaluation:

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**PERFORMANCE MANAGEMENT RATING: (Supervisor’s or Employee’s Acting in Supervisor Level)**

- Accomplishes assigned projects that meet requirements in accordance with set plans; plans are documented, baselined, and measured
- Behaves in a professional manner that sets a good example for others
- Communicates strategic, business, division plan connection to team
- Develops solutions to problems
- Ensures connection with strategic, business, and division plans for projects and assignments
- Makes appropriate decisions with MDTA’s mission, vision, and values in mind
- Motivates staff to perform at their best
- Sets and communicates performance standards that are specific and measurable
- Sets clear goals for project and team members
- Takes full responsibility for results and decisions
- Treats all employees in a fair and consistent manner
- Voluntarily participates in, or manages, office, divisional, or MDTA activities that support MDTA’s Strategic Plan

**Meets Expectations**     **Unsatisfactory**  
**(M)**                                      **(U)**

**Criteria**

	Leadership (motivates staff to function at optimum performance, empowers staff to make decisions)
	Strategic Direction (designs innovative plans to attain mission, vision, values and goals)
	Decision Making (demonstrates judgment in resolving complex issues)
	Teamwork (provides cooperation in managing the operations of the organization)
	Performance Objectives (accomplishes performance objectives within projected time frames)
	Promotes EEO, Affirmative Action, and Diversity Principles

Give examples of past performance to support your evaluation

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1st Quarterly Check-In: \_\_\_\_\_  
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\_\_\_\_\_  
Rater's Initials                  Contractor's Initials                  Date

2nd Quarterly Check-In: \_\_\_\_\_  
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Rater's Initials                  Contractor's Initials                  Date

3rd Quarterly Check-In: \_\_\_\_\_  
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Rater's Initials                  Contractor's Initials                  Date

4th Quarterly Check-In: \_\_\_\_\_  
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Rater's Initials                  Contractor's Initials                  Date