



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

**APPLICATION DEVELOPMENT &
MAINTENANCE SUPPORT**

CATS II TORFP #

J01B9200030

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

ISSUE DATE: May 21, 2010

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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.

TORFP NAME:	Application Development & Maintenance Support
FUNCTIONAL AREA:	FA6 Systems/Facilities Mgmt. And Maintenance
TORFP ISSUE DATE:	05/21/2010
Closing Date and Time:	06/14/2010 at 2:00 PM
TORFP Issuing Office:	Maryland Department of Transportation Office of Transportation Technology Services
Questions and Proposals are to be sent to:	TO Procurement Officer – Joy Abrams Telephone Number: 410-865-1130 Email Address: jabrams@mdot.state.md.us
TO Procurement Officer	Joy Abrams Office of Procurement Office Phone: 410-865-1130 Email: jabrams@mdot.state.md.us
TO Manager:	Eileen Lambert Office Phone: (410) 768 - 7504 FAX: 410-787-7837 elambert1@mdot.state.md.us
Project Number:	J01B9200030
TO Type:	Time and Materials
Period of Performance:	January 1, 2011 – May 31, 2014
MBE Goal:	0 percent
Small Business Reserve (SBR):	No
Primary Place of Performance:	One Orchard Road Glen Burnie, Maryland 21060
State Furnish Work Site and/or Access to Equipment, Facilities or Personnel:	Office Desk Space and networked PC with email and software applications for on-site staff.
TO Pre-Proposal Conference:	MDOT Headquarters 7201 Corporate Center Dr. Hanover, Md. 21076 05/27/2010 at 10:00 AM See Attachment 6 for Directions

SECTION 1 - ADMINISTRATIVE INFORMATION

1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT

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

The TO Manager has the primary responsibility for the management of the work performed under the TOA; administration functions, including issuing written directions; ensuring compliance with the terms and conditions of the CATS 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 will be selected to conduct the work defined in Section 2 - Scope of Work. A specific TOA, Attachment 3, will then be entered into between the State and the selected Master Contractor, which will bind the selected Master Contractor (TO Contractor) to the contents of its TO Proposal, including the price proposal.

1.3 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the date and exact time stated in the Key Information Summary Sheet above. The date and time of submission is determined by the date and time of arrival in the TO Procurement Officer's e-mail box. The TO Proposal is to be submitted via e-mail as two attachments in MS Word format. The "subject" line in the e-mail submission shall state the TORFP #**J01B9200030**. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS II TORFP # **J01B9200030** Technical". The second file will be the financial response to this CATS II TORFP and titled, "CATS II TORFP # **J01B9200030** Financial". The following proposal documents must be submitted with required signatures as .PDF files with signatures clearly visible:

- Attachment 1 – Price Proposal
- Attachment 4 - Conflict of Interest and Disclosure Affidavit
- Attachment 5 - Labor Category Personnel Resume Summary
- Attachment 6- Non-Disclosure Agreement (Offeror)
- Attachment 7- Non-Disclosure Agreement (TO Contractor)
- Attachment 10 – Living Wage Affidavit of Agreement
- Certifications (If applicable)

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 TO Manager will notify Master Contractor of the time and place of oral presentations.

1.5 CONFLICT OF INTEREST

The TO Contractor awarded the TOA 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.

1.6 NON-DISCLOSURE AGREEMENT

Certain system documentation may be available for potential Offerors to review at a reading room at OTTS, One Orchard Road, Glen Burnie, Maryland 21060. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement in the form of Attachment 7. Please contact the TO Manager of this TORFP to schedule an appointment.

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

1.7 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 TOA amount.

1.8 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES

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 Maryland Department of Transportation (MDOT), Office of Transportation Technology Services (OTTS) is issuing this CATS II TORFP to obtain one (1) resource experienced in Microsoft ACCESS, Oracle, Visual Basic, and a variety of languages and products (as listed in Section 2.9). This resource will work with the OTTS Staff in the development and/or maintenance of applications that support the various MDOT Offices located primarily at MDOT Headquarters in Hanover, Maryland.

2.2 REQUESTING AGENCY INFORMATION

The Maryland Department of Transportation (MDOT), Office of Transportation Technology Services (OTTS) provides enterprise-wide infrastructure support to the MDOT Transportation Business Units (TBUs) and to its external mainframe customers, including Public Safety, the Comptroller's Office, and the Court System. OTTS provides Mainframe and Network support at the Enterprise level. Additionally, support is provided for a variety of PC and web-based applications.

OTTS operates a twenty-four (24) hours a day, seven (7) days a week Data Center and is tasked with providing Information Technology services for all agencies (TBUs) within the Maryland Department of Transportation. OTTS is responsible for the support of the mainframe infrastructure but also maintains an Applications Development (AD) group to support software applications and a Software Configuration Management (SCM) group to support software configuration management for both Mainframe Cobol and Client Server systems. OTTS implements the Department's information technology vision, standards, architecture, and planning processing, along with providing internal data, information, and communications services.

2.3 MANAGEMENT ROLES AND RESPONSIBILITIES

The TO manager will assign and track tasks accordingly to the personnel being provided and monitor the work being performed. Through the monthly accounting of hours deliverable, the TO Manager will be able to reconcile the work to the hours using MDOT-provided project management tools.

The TO Contractor Manager will receive status reports and time reports from the TO Contractor Personnel, and will provide invoices to MDOT. TO Contractor Management is responsible for making payments to the TO Contractor Personnel.

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.

2.4 SYSTEM BACKGROUND AND DESCRIPTION

The OTTS Application Development Section supports PC and web-based applications for MDOT, in addition to several Mainframe IBM applications. For the purposes of this TORFP, the focus is on PC and web-based application support. The databases are presently a mix of MS Access and Oracle.

Examples of these PC and web-based applications are: the Customer Service Correspondence System (CSCS) which tracks correspondence by and between the public and members of the Maryland General Assembly; the State Legislative Tracking System (LTS) which tracks bills through the Maryland legislative process; the Minority Business Enterprise (MBE) system which handles certification of minority businesses for the State of Maryland and

maintains a web-based searchable directory of firms; the MPA Contract Reporting, a web-based system that allows MPA to track their MBE contracts; and the Human Resources Reporting databases which are currently used to report specific downloaded information to the various HR offices within MDOT.

2.5 PROFESSIONAL DEVELOPMENT

Information Technology products continuously change. The TO Contractor must ensure continuing education opportunities for the personnel provided. This education would be associated with the technologies currently utilized by MDOT OTTS or anticipated to be implemented by MDOT OTTS in the near future. With MDOT OTTS prior approval, the time allocated to these continuing education activities for staff deployed to MDOT OTTS on a full-time basis may be charged to this task order. Actual course costs are the responsibility of the TO Contractor.

2.6 REQUIREMENTS

2.6.1 TO CONTRACTOR PERSONNEL DUTIES AND RESPONSIBILITIES

At a minimum, the work to be accomplished by the TO Contractor personnel under this TORFP shall include, but not limited to the following:

- Providing support for MDOT Offices using varying technologies (as noted), including but not limited to:
 - Office of Minority Business Enterprise (MBE) systems:
 - MBE Certification System (MS Access forms and reports, SQL, Visual Basic, ODBC, Oracle)
 - MBE Public Web Directory of Firms (HTML, ASP, SQL, IIS, VB script, JavaScript, ODBC, Oracle)
 - MBE Case File (MS Access forms and reports, SQL, Visual Basic, ODBC, Oracle)
 - MBE Stats (MS Access query management, SQL, Visual Basic, ODBC, Oracle)
 - Maryland Port Administration MBE contract compliance tool (legacy app; MS Access, FOCUS)
 - Office of Human Resources (HR) systems:
 - HR Reporting (MS Access forms and reports, SQL, Visual Basic, ODBC, Oracle, VSAM extracts)
 - HR Historical Reporting (MS Access forms and reports, SQL, Visual Basic, ODBC, Oracle, DB2)
 - HR Race Reporting (MS Access forms and reports, SQL, Visual Basic, ODBC)
 - Office of Policy & Governmental Affairs (OPGA) systems:
 - State of MD Legislative Tracking System (MS Access forms and reports, Visual Basic, ODBC, Oracle)
 - State of MD Legislative Tracking System Intranet (HTML, ASP, VB script, SQL, ODBC, Oracle)
 - Federal Legislative Tracking System Intranet (VB script, IIS, HTML, ASP, MS Access)
 - OPGA Legislative Correspondence System (MS Access, Visual Basic)
 - Data Exports to various local and state government agencies (VB scripting, FTP, FS Objects)
 - Office of Finance (FIN) and Office of Procurement (OEP) systems:
 - Fiscal Notes (MS Access, Visual Basic)
 - BPW Contract database (MS Access, Visual Basic)
- Analyzing needs and performing software development or modifications, testing, and implementation as needed, for new or existing MDOT applications;
- Preparing documentation to describe new or changed processes as required;
- Troubleshooting problems encountered by clients using the application software and reported

through the OTTS Service Desk;

- Providing application support for infrastructure changes, including but not limited to operating system upgrades, hardware platform changes, and transferring applications from one server to another. This type of support requires coordination with other areas of the data center staff as well the client community.
- Providing ad hoc assistance to the clients as needed; and
- Providing technical expertise and advice to MDOT and OTTS staff as needed.

2.6.2 WORK HOURS

- A) The TO Contractor's assigned personnel working at the State facility shall mostly work during normal business workdays between the hours of 8:00 a.m. and 5:00 p.m., local time, Monday through Friday except for State holidays and State of Maryland Service Reduction Days. Any work beyond the given parameters requires prior approval from the TO Manager.
- B) There may be some instances that the TO Contractor personnel shall need to work beyond these hours or on the weekends and holidays. Resource time may be split between the base office at the OTTS Data Center in Glen Burnie and MDOT Headquarters in Hanover or other TBU office location, depending on particular work assignments.

2.6.3 SERVICE LEVEL AGREEMENT

The Service Level Agreement (SLA) for MDOT Application Support is as follows:

The MDOT applications are used mostly during normal business hours on varying cycles depending upon the application and the business function that each supports. The TO contractor must support the various MDOT applications during normal business hours. If critical processes continue into non-business hours, TO contractor support will continue at that time. Non-business hours, including weekends and/or holidays, may be scheduled for testing and/or implementation purposes.

2.6.4 PERFORMANCE EVALUATION

TO Contractor personnel will be formally evaluated by the TO Manager on a yearly basis for each assignment performed during that period. The established performance evaluation and standards are included as Attachment 11. Performance issues identified by the agency at any time throughout the duration of the contract are subject to the mitigation process described in Section 2.6.5 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.

2.6.6 SUBSTITUTION OF PERSONNEL

The TO Contractor may not substitute personnel without the prior approval of the agency. All requests for substitutions shall comply with Section 2.9.6 of the CATS II Master Contract. 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.

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 PREMISES AND OPERATIONAL SECURITY

- A) Prior to commencement of work, Contractor employees and subcontractors to be assigned to perform work under the resulting Contract shall be required to submit background check certification to MDOT from recognized Law Enforcement Agencies, including the FBI. Contractor shall be responsible for ensuring that its employees’ and subcontractors’ background check certifications are renewed annually, and at the sole expense to the Contractor. MDOT reserves the right to disqualify any Contractor employees or subcontractors whose background checks suggest conduct, involvements, and/or associations that MDOT determines, in its sole discretion, may be inconsistent with the performance and/or security requirements set forth in this RFP. MDOT reserves the right to perform additional background checks on Contractor and subcontractor employees.
- B) Further, Contractor employees may be subject to random security checks during entry and leaving State secured areas. The State reserves the right to require Contractor employees to be accompanied while in secured premises.
- C) Contractor employees shall, while on State premises, display their State issued identification cards without exception.
- D) Contractor shall require its employees to follow the State of Maryland and Maryland Transportation Information Technology Security Policy and Standards throughout the term of the Contract.
- E) The State reserves the right to request that the Contractor submit proof of employment authorization of non-United States Citizens, prior to commencement of work under the resulting Contract.
- F) Contractor shall remove any employee from working on the resulting Contract where the State of Maryland provides evidence to the Contractor that said employee has not adhered to the security requirements specified herein.
- G) Resources proposed to perform services for MAA must be capable of qualifying for and obtaining a BWI Airport Security badge to include US Customs Seal and Transportation Identifications. Resources proposed to perform services for MPA must comply with all MPA security requirements.
- H) The cost of complying with all security requirements specified herein are the sole responsibilities and obligations of the contractor and its subcontractors and no such costs shall be passed through to or reimbursed by the State or any of its agencies or units.

2.6.8 BACKUP / DISASTER RECOVERY

TO Contractor personnel shall maintain the master and backup code libraries for each application. TO Contractor personnel may participate in updating Disaster Recovery/Business Continuity information needed for the applications supported and may also participate in DR/BC testing when necessary.

2.7 DELIVERABLES

Deliverables	Acceptance Criteria
Provide, on a continual basis for all assigned tasks, the personnel required in this TORFP within the timeframe required as specified by the TO Manager.	Personnel must be available for work, adhere to OTTS policies and procedures, demonstrate a cooperative attitude, maintain communication with the TO Manager and co-workers, and complete assigned tasks.
Monthly status report summarizing the assigned work efforts and status, emergency work efforts and status, identify issues and	Monthly Status Reports received and reviewed.

proposed activities for the future.	
Monthly accounting of hours worked on tasks.	Time Reports received and reviewed for accuracy.

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.

2.9 TO CONTRACTOR PERSONNEL MINIMUM QUALIFICATIONS

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

The personnel shall have at least 14 years of recent experience, within the last 16 years, in supporting a variety of PC and web-based applications, including:

- Experience, within the last year, maintaining PC and web-based applications;
- Experience, within the last year, in the analysis of business problems;
- Ability to technically document work requirements and test plans;
- Experience manipulating flat-file extracts from IBM mainframe applications for use by PC or web-based applications;
- Experience using Web Focus for client reporting needs;
- Experience using Maximo Service Desk to record and track service requests;
- Experience using MS Project Central to record time against tasks for project tracking; and
- Good oral and written communication skills.

In addition, a proficient working knowledge of the following products is required:

- MS Office 2000
- MS Access 97, 2000, 2003
- Oracle, including stored procedures (PLSQL), Oracle SQL loader, TOAD for Oracle
- Data import/export methods from/to using Access, Excel, Oracle, TXT, CSV
- Active Directory Systems Interface (ADSI)
- Internet Information Server
- ADO, DAO, ODBC, ODAC
- Visual Interdev development environment
- Active Server Pages 2.0, 3.0
- HTML, Javascript
- Visual Basic for Applications (VBA)
- MS Word custom automation

Familiarity with the following will be considered a plus:

- Minority Business Enterprise certification process similar to that used by MDOT; and
- Legislative tracking process similar to that used by the State of Maryland.

Possession of an MBA (Master of Business Administration) is preferred.

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

2.11 INVOICE SUBMISSION

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

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

2.11.1 INVOICE FORMAT

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

One Orchard Road
Glen Burnie, Maryland 21060
Attention: Tom Reed / Bill Bryant

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

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 of two possible responses: 1) a proposal; or 2) a completed Master Contractor Feedback form. The feedback form helps the State understand for future contract development why Master Contractors did not submit proposals. The form is accessible via your CATS 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) Document that all proposed personnel meet the minimum required qualifications as required in Section 2.9.
- 3) Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under this TOA.

C) Subcontractors

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

D) Master Contractor and Subcontractor Experience and Capabilities

- 1) Provide three examples of 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, (mm/yy-mm/yy; example: 01/09-01/10)
 - 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) 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 fully loaded and not to exceed the rates defined in the Master Contract.

SECTION 4 - PROCEDURE FOR AWARDING A TO AGREEMENT

4.1 EVALUATION CRITERIA

The TO Contractor will be selected from among all eligible Master Contractors within the appropriate functional area responding to the CATS II TORFP. In making the TOA award determination, MDOT OTTS 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.
- The experience of the Master Contractor's proposed personnel in performing the duties required in Section 3.2.1.B.

4.3 SELECTION PROCEDURES

- 4.3.1 TO Proposals will be assessed throughout the evaluation process for compliance with the minimum personnel qualifications in Section 2.9 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 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.

4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT

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

ATTACHMENT 1 - PRICE PROPOSAL

PRICE PROPOSAL FOR CATS II TORFP # J01B9200030 LABOR CATEGORIES

Labor rates in each labor category are fully loaded hourly rates that shall include all direct and indirect costs including, but not limited to travel, parking, cell phones, etc.

Labor Categories	A	B	C
	Hourly Labor Rate	Total Class Hours Annually	Total Proposed CATS II TORFP Price
(Agency to insert description of work and number of hours actual or for financial evaluation. Master Contractor must insert Proposed Labor Categories for this TORFP)			
Year 1 (Jan. 1, 2011 – Dec. 31, 2011)	\$		\$
<i>Name of Resource – Insert Labor Category</i>	\$	2040*	\$
Year 2 (Jan. 1, 2012 – Dec. 31, 2012)	\$		\$
<i>Name of Resource – Insert Labor Category</i>	\$	2040	\$
Year 3 (Jan. 1, 2013 – Dec. 31, 2013)	\$		\$
<i>Name of Resource – Insert Labor Category</i>	\$	2040	\$
Year 4 (Jan. 1, 2014 – May 31, 2014)	\$		\$
<i>Name of Resource – Insert Labor Category</i>	\$	850	\$
Total Evaluated Price			\$

Authorized Individual Name

Company Name

Title

Company Tax ID #

Best estimate hours for evaluation purpose; not actual billable hours. The Hourly Labor Rate is the actual rate the State will pay for services and must be recorded in dollars and cents. The Hourly Labor Rate cannot exceed the Master Contract Rate, but may be lower, and must include all direct and indirect costs and profit for the Master Contractor to perform under the TOA.

SUBMIT WITH THE FINANCIAL RESPONSE

ATTACHMENT 2- MINORITY BUSINESS ENTERPRSE FORM

INTENTIONALLY BLANK

ATTACHMENT 3 - Task Order Agreement

CATS II TORFP # J01B9200030 OF MASTER CONTRACT # 060B9800035

This Task Order Agreement (“TO Agreement”) is made this **day** of **Month**, 2010 by and between **MASTER CONTRACTOR** and the STATE OF MARYLAND, MDOT OTTS.

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 MDOT OTTS, as identified in the CATS II TORFP # **J01B9200030**.
 - b. “CATS II TORFP” means the Task Order Request for Proposals # **J01B9200030**, 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 June 1, 2009.
 - d. “TO Procurement Officer” means **TO Procurement Officer**. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
 - e. “TO Agreement” means this signed TO Agreement between the MDOT OTTS and **MASTER CONTRACTOR**.
 - f. “TO Contractor” means the CATS II Master Contractor awarded this TO Agreement, whose principal business address is **_____**.
 - g. “TO Manager” means **TO Manager** of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
 - h. “TO Proposal - Technical” means the TO Contractor’s technical response to the CATS 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 [REDACTED], commencing on the date of Notice to Proceed and terminating on **MONTH DAY, YEAR**.

4. Consideration and Payment

4.1 The consideration to be paid the TO Contractor shall be done so in accordance with the CATS II TORFP and shall not exceed the total amount of the task order. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.

4.2 Payments to the TO Contractor shall be made as outlined Section 2 of the CATS 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 [REDACTED]. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices must be submitted to the Agency TO Manager unless otherwise specified herein.

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

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

TO CONTRACTOR NAME

By: Type or Print TO Contractor POC

Date

Witness: _____

STATE OF MARYLAND, MDOT OTTS

By: insert name, TO Procurement Officer

Date

Witness: _____

ATTACHMENT 4 - Conflict Of Interest Affidavit And Disclosure

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

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

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

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

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

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

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

SUBMIT AS A .PDF FILE WITH TECHNICAL RESPONSE

ATTACHMENT 5 - Labor Category Personnel Resume Summary

INSTRUCTIONS:

1. Master Contractors must comply with all personnel requirements under the Master Contract RFP 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 CATEGORY PERSONNEL RESUME SUMMARY
(CONTINUED)**

Proposed Individual's Name/Company:	How does the proposed individual meet each requirement?
<u>MUST INSERT LABOR CATEGORY NAME</u>	
Education: (Insert the education description from the CATS II RFP from section 2.10 for the applicable labor category.)	
Experience: (Insert the experience description from the CATS II RFP from section 2.10 for the applicable labor category to include mm/yy-mm/yy; example: 01/09-01/10.)	
Duties: (Insert the duties description from the CATS II RFP from section 2.10 for the applicable labor category.)	

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

Contractor's Contract Administrator:

Signature

Date

Proposed Individual:

Signature

Date

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

ATTACHMENT 6 - Directions to the Pre-TO Proposal Conference

Directions to Maryland Department of Transportation Headquarters

From the South

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

From the North

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

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 # **J01B9200030** for Application Development & Maintenance Support. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to _____. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information referenced above, OFFEROR agrees as follows:

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

OFFEROR: _____ BY: _____

NAME: _____ TITLE: _____

ADDRESS: _____

SUBMIT AS REQUIRED IN SECTION 1.6 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 MDOT OTTS (the "Department"), and _____ ("TO Contractor"), a corporation with its principal business office located at _____ and its principal office in Maryland located at _____.

RECITALS

WHEREAS, the TO Contractor has been awarded a Task Order Agreement (the "TO Agreement") for Application Development & Maintenance Support TORFP No. **J01B9200030** dated _____, (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: _____

MDOT OTTS:

Name: _____

Title: _____

Date: _____

SUBMIT AS REQUIRED IN SECTION 1.6 OF THE TORFP

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 with the TO number in the subject line.

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

D) Was the substitute approved by the agency in writing?
Yes No (If no, explain why) _____

Section 4 – MBE Participation

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

B) Are MBE reports D-5 and D-6 submitted monthly?
Yes No (If no, explain why) _____

C) What is the actual MBE percentage to date? (divide the dollar amount paid to date to the MBE by the total amount paid to date on the TO)
%
(Example - \$3,000 was paid to date to the MBE sub-contractor; \$10,000 was paid to date on the TO; the MBE percentage is 30% (3,000 ÷ 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 – LIVING WAGE AFFIDAVIT OF AGREEMENT

Contract No. _____

Name of Contractor _____

Address _____

City _____ State _____ Zip Code _____

If the Contract is Exempt from the Living Wage Law

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

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

If the Contract is a Living Wage Contract

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

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

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

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

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____ Title: _____

Witness Name (Typed or Printed): _____

Witness Signature & Date: _____

ATTACHMENT 11 - PERFORMANCE EVALUATION

CATS TORFP PROJECT NUMBER: J01B9200030

Application Development & Maintenance Support

EVALUATION PERIOD: January 1, 2011 - May 31, 2014

TO MANAGER: _____

EVALUATION CRITERIA & RATING CHOICES	YEAR 1 RATING 2011	YEAR 2 RATING 2012	YEAR 3 RATING 2013	YEAR 4 RATING 2014
I. All tasks for this reporting period were completed [3] Tasks were completed ahead of schedule. [2] Tasks were completed on schedule. [1] Tasks were not completed on schedule.				
II. Accuracy of work completed [2] Work completed was accurate & required no follow up. [1] Work completed was not accurate.				
III. Lateness / Punctuality [2] Contractor personnel were on time & did not take unauthorized leave. [1] Contractor personnel were not on time or took unauthorized leave.				
IV. Overall satisfaction with Contractor Performance this period [3] Very Satisfied [2] Satisfied [1] Not Satisfied				
V. Invoices delivered in timely fashion [2] Invoices are submitted in a timely fashion [1] Invoices not submitted in a timely fashion.				
VI. Accuracy of Invoices submitted [2] Invoices reflect accurate totals of hours worked & billed [1] Invoices do not reflect accurate totals of hours worked & billed.				
VII. Mediation Required [Yes] [No]				

Customer will provide comments on any area that did not meet the customer expectation.

Comments:

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

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