



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

**CAPITAL PROGRAM MANAGEMENT SYSTEM**

**CATS II TORFP #J01B9200037**

**MARYLAND DEPARTMENT OF TRANSPORTATION (MDOT)  
Office of Planning and Capital Programming (OPCP)**

**ISSUE DATE: July 26, 2011**

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## KEY INFORMATION SUMMARY SHEET

This Consulting and Technical Services II (CATS II) Task Order Request for Proposals 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:** Capital Program Management System

**FUNCTIONAL AREA:** FA6 Systems/Facilities Management and Maintenance

**TORFP ISSUE DATE:** July 26, 2011

**Closing Date and Time:** August 22, 2011 at 2:00 PM

**TORFP Issuing Office:** Maryland Department of Transportation  
Office of Planning and Capital Programming

**Questions and Proposals are to be sent to:** Donna Ziegenhein  
[dziegenhein@mdot.state.md.us](mailto:dziegenhein@mdot.state.md.us)  
Office Phone: 410-865-1133

**TO Procurement Officer:** Donna Ziegenhein  
[dziegenhein@mdot.state.md.us](mailto:dziegenhein@mdot.state.md.us)  
Office Phone: 410-865-1133

**TO Manager:** TO Manager – Brian Martin  
[bmartin@mdot.state.md.us](mailto:bmartin@mdot.state.md.us)

**Project Number:** J01B9200037

**TO Type:** Time and Materials

**Period of Performance:** NTP – May 31, 2014

**MBE Goal:** 0 percent

**Small Business Reserve (SBR):** No

**Primary Place of Performance:** TO Contractor's Facility

**State Furnish Work Site and/or Access to Equipment, Facilities or Personnel:** The TO Contractor will work at the MTA 1 or 2 days per week. (While working at MDOT/MTA - Office space that will include desk and computer)

**TO Pre-Proposal Conference:** Maryland Department of Transportation  
7201 Corporate Center Drive  
Hanover, MD 21076 – Harry Hughes III ground floor  
August 4, 2011 at 11:00 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 #J01B9200037. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS II TORFP #J01B9200037 Technical". The second file will be the financial response to this CATS II TORFP and titled, "CATS II TORFP #J01B9200037 Financial". **Please note that the MDOT email system has an 8 MB limit on email transmission. Therefore, multiple transmissions are acceptable if they are clearly denoted (i.e., email #1 of \_\_\_\_, email # 2 of \_\_\_\_, email #3 of \_\_\_\_ etc.)**The following proposal documents must be submitted with the Technical Proposal with required signatures as .PDF files with signatures clearly visible:

- Attachment 1 – Price Proposal
- Attachment 2 - MBE Forms D-1 and D-2 (only if applicable)
- Attachment 4 - Conflict of Interest and Disclosure Affidavit
- Attachment 5 – Labor Category Personnel Resume Summary
- Attachment 7 – Non-Disclosure Agreement (Offeror)
- Attachment 8 – Non-Disclosure Agreement (TO Contractor)
- Attachment 10 –Living Wage Affidavit of Agreement

## 1.4 ORAL PRESENTATIONS/INTERVIEWS

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

## 1.5 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 7201 Corporate Center Drive, Hanover, MD 21076. 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 and Attachment 8.

#### **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**

The Department 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 Maryland Department of Transportation (MDOT), on behalf of the Office of Planning and Capital Programming (OPCP) is issuing this CATS II TORFP to select a TO Contractor to provide one (1) resource for continuing maintenance, support, and minor system enhancements of MDOT's Capital Program Management System (CPMS).

### **2.2 REQUESTING AGENCY INFORMATION**

The MDOT OPCS acts as the Secretary's agent for implementing Department wide goals and objectives to provide the best transportation system possible for the State of Maryland. The major product of the office is the State Report on Transportation (SRT). The SRT consists of three important documents: the Maryland Transportation Plan (MTP), the Consolidated Transportation Program (CTP), and the Annual Attainment Report on Transportation System Performance (AR).

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

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

The TO Manager has the primary responsibility for the management of the work performed under the TO Agreement; administration functions, including issuing written directions; ensuring compliance with the terms and conditions of the CATS 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.

The TO Contractor has the primary responsibility for providing the resources to meet requirements for this Scope of Work.

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

The CPMS software was developed under a Telecommunications Service Request (#9806634) following the guidelines of the Network Management Services Contract #DBM-9713-NMS on May 18, 1998.

The CPMS software is a third-party customization of a Microsoft (MS) Access database management system (DBMS) under various versions of the Windows Operating System platform using MS Access 2000 or later versions and operating in a client/server environment. A graphical user interface (GUI) was developed to provide a user-friendly front end to the actual data using Visual Basic for Applications (VBA). Database report generation functionality uses SQL (Structured Query Language) to extract conditional information specified by the user, or through use of "canned" queries.

CPMS is comprised of two separate entities; however, there are four different systems. The first entity is referred to as the Generic Modal CPMS and was developed and deployed to the modal administrations\* of MDOT. The second is referred to as the MDOT Headquarters CPMS, which accepts data from the modal administrations and consolidates it into a Department-level database used to evaluate and monitor the Department's Comprehensive Work Schedule (CWS) and to prepare the Consolidated Transportation Program (CTP).

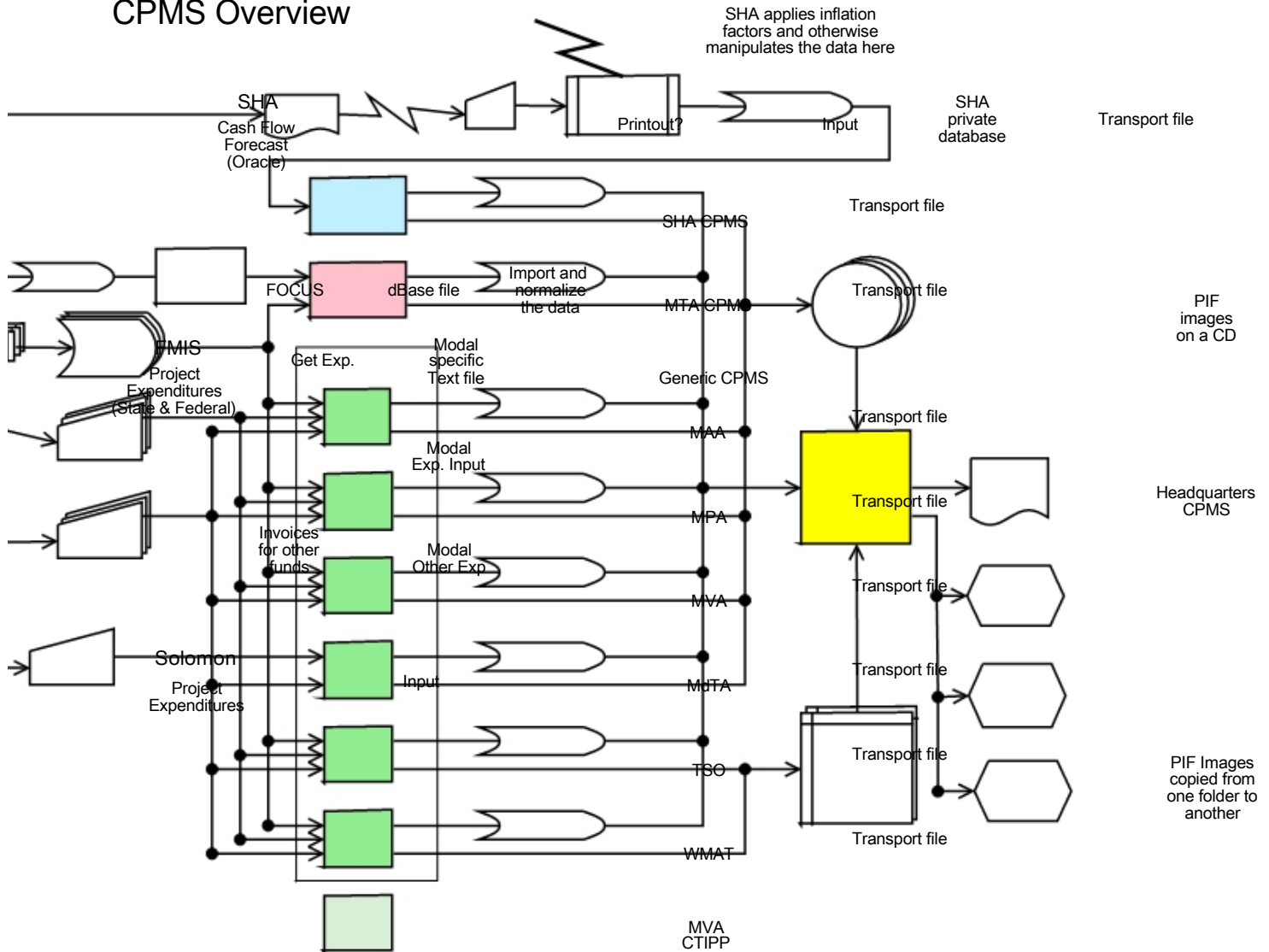
Access to the CPMS software is gained through a customized graphical user interface based on the Microsoft Windows operating system. Although the original CPMS was developed and deployed on the Windows NT platform, and the MS Access '97 DBMS, several modal administrations, as well as MDOT Headquarters, have migrated to MS Windows 2000 and Access 2000 or later versions. The MDOT HQ CMPS runs on the tsohanfs1\apps server.

CPMS also accesses flat data files generated from the Department's Financial Management Information System (FMIS) for use in obtaining project/contract expenditures.

\*MDOT Modal Administrations  
Maryland Aviation Administration – MAA  
Maryland Port Authority - MPA  
Motor Vehicle Administration – MVA  
Maryland Transit Authority - MDTA  
State Highway Administration – SHA  
Maryland Transit Administration – MTA



# CPMS Overview



The four different systems referred to in the previous paragraph are summarized in the following table:

	Abbreviation	Generic Modal CPMS	MDOT Headquarters CPMS	MTA	SHA
Maryland Aviation Administration	MAA	X			

Maryland Port Administration	MPA	X			
Motor Vehicle Administration	MVA	X			
The Secretary's Office	TSO	X			
Washington Metropolitan Transit Authority	WMAT	X			
Maryland Transportation Authority	MdTA	X			
MD Department of Transportation Headquarters	MDOT Hdq		X		
Maryland Transit Administration	MTA			X	
State Highway Administration	SHA				X

## 2.5 PROFESSIONAL DEVELOPMENT

Networking technology and software 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 or anticipated to be implemented by MDOT in the near future. With MDOT prior approval, the time allocated to these continuing education activities for staff deployed to MDOT 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 consist of the following:

- A) TO Contractor Personnel shall provide ongoing maintenance and operational support of the existing CPMS
- B) TO Contractor Personnel shall respond to and resolve defects related to CPMS. TO Contractor Personnel will use Maximo to update status of defects and report defect resolution information
- C) TO Contractor Personnel shall create release notes and software documentation and follow MDOT's release management processes of enhancements to system
- D) TO Contractor Personnel shall provide configuration management for all versions of CPMS deployed
- E) TO Contractor Personnel shall provide installation of CPMS software updates necessitated by changes

- F) TO Contractor Personnel shall provide minor enhancements to the CPMS systems in adherence to Maryland System Development Life Cycle (SDLC). Minor enhancements shall be changes requested by the user-community that may range from functional improvements to the user interface and report formats. Examples of these potential enhancements are:
- Creation of an ad hoc reporting capability in the MDOT Headquarters CPMS similar to that in the Generic Modal CPMS.
  - Provision of MDOT Headquarters Advertisement and Award reporting capability to Generic Modal CPMS systems.
  - Modification of MTA process for tracking Federal grant balances.
  - Modification of MTA Advertisement and Award schedule process.
- G) TO Contractor Personnel shall provide training of one MDOT employee or consultant. A MDOT employee or consultant will be assigned to work closely with the Contractor's programming staff to learn and understand the underlying Microsoft Access, SQL, and VBA code used in developing CPMS

## 2.6.2 WORK HOURS

- A) The TO Contractor's assigned personnel will work an eight (8) hour day (hours to be provided by the TO Manager), Monday through Friday except for State holidays, Service Reduction days and Furlough days observed by MDOT. Once assigned, and personnel have demonstrated an understanding of the MDOT infrastructure, they will also be required to participate in a rotating emergency on-call schedule, providing non-business hours support. Typically, personnel assigned to MDOT network engineering services are required to be on-call 24 hours a day for a seven-day period, one week out of every four to five weeks. Hours billed on actual time worked will be at the rates proposed.
- B) Services may also involve some evening and/or weekend hours performing planned system upgrades in addition to core business-day hours. Hours performing system upgrades would be billed on actual time worked at the rates proposed.

## 2.6.3 SERVICE LEVEL AGREEMENT (SLA)

The TO Contractor shall commit to the SLA below and the Requirements (2.6.1 and 2.6.2) of this TORFP using the following schedule for CPMS maintenance, support, software updates, and enhancements.

### Definition of Service Levels:

Critical - Immediate fix is needed within 4 hours of notification.

Intermediate - Fix is needed within 24 hours of notification

Minor - Fix is needed within 10 working days.

Service Levels	Phone Response	On-Site Response	Response Availability	Resolution Time
Critical	15 minutes	4 hours	7 days/week, 24 hrs a day	4 Hours

Intermediate	1 hour	24 hours	7 days/week, 24 hrs a day	24 Hours
Minor	1 hour	2 working days	5 days/week, Mon-Fri, 8AM-5PM	10 Working Days

#### 2.6.4 DELIVERABLES AND ACCEPTANCE CRITERIA

Deliverables ID #	Deliverables	Acceptance Criteria
2.6.4.1	<b>Personnel</b>	The TO Contractor personnel 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. Quarterly evaluations will demonstrate acceptance or rejection.
2.6.4.2	<b>System Documentation and Release Notes</b>	The TO Contractor personnel shall provide updated system documentation and release notes for each enhancement release of the CPMS system. System Documentation and Release Notes shall be delivered in MS Word per each release.
2.6.4.3	<b>Training Materials</b>	The TO Contractor personnel shall provide training materials in MS PowerPoint as part of training of MDOT employee or consultant.
2.6.4.4	<b>Monthly Timesheet</b>	The TO Contractor personnel shall provide approved timesheets with hours spent on tasks and activities per month. These hours will be compared to the monthly invoice. Timesheet shall list dates and hours work and be provided in MS Word or MS Excel.

#### 2.6.5 PERFORMANCE EVALUATION

TO Contractor personnel will be evaluated by the TO Manager on a quarterly 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 are subject to the mitigation process described in Section 2.6.6 below.

#### 2.6.6 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 (3) 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.

#### 2.6.7 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.

## **2.6.8 PREMESIS AND OPERATIONAL SECURITY**

Prior to commencement of work, TO Contractor personnel and subcontractors to be assigned to perform work under the resulting TOA shall be required to submit background check certification to MDOT from recognized Law Enforcement Agencies, including the FBI. The TO Contractor shall be responsible for ensuring that its personnel and subcontractors' background check certifications are renewed annually, and at the sole expense to the TO Contractor. MDOT reserves the right to disqualify any TO Contractor personnel or subcontractors whose background checks suggest conduct, involvements, and/or associations that MDOT determines, in its sole discretion, may be inconsistent with the performance and/or security requirements set forth in this TORFP. MDOT reserves the right to perform additional background checks on TO Contractor and subcontractor personnel.

Further, TO Contractor personnel may be subject to random security checks during entry and leaving State secured areas. The State reserves the right to require TO Contractor personnel to be accompanied while in secured premises.

TO Contractor personnel shall, while on State premises, display their State issued identification cards without exception.

TO Contractor shall require its personnel to follow the State of Maryland and Maryland Transportation Information Technology Security Policy and Standards throughout the term of the TOA.

The State reserves the right to request that the TO Contractor submit proof of employment authorization of non-United States Citizens, prior to commencement of work under the resulting TOA.

The TO Contractor shall remove any personnel from working on the resulting TOA where the State of Maryland provides evidence to the TOA Contractor that said personnel has not adhered to the security requirements specified herein.

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.

## **2.6.9 BACKUP / DISASTER RECOVERY**

The TO Contractor shall perform backups of the web, application, and database servers on a regular basis. This shall include daily incremental backups and full weekly backups of all volumes of servers. Daily backups shall be retained for one (1) month, and weekly backups shall be retained for two (2) years, by the TO Contractor. Daily backups will be stored off-site by the TO Contractor. System backups for each of the listed servers will be on a quarterly basis, with two (2) additional during the year, for a total of six (6) system backups per server.

## **2.7 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 methodology
- The State Information Technology Security Policy and Standards
- The State of Maryland Enterprise Architecture.

## **2.8 TO CONTRACTOR PERSONNEL MINIMUM QUALIFICATIONS**

Individuals proposed for this TORFP must have at least five (5) years of work experience with a state government agency.

The overall required work experience must be at least ten (10) years in each of the following areas as demonstrated by resume:

- Creation, modification and management of relational databases
- Advanced levels of expertise in Visual Basic for Applications
- Work with various versions/releases of Microsoft Access
- Work with various versions/releases of Microsoft Windows operating systems
- Documentation of programming code so as to be understandable to another professional working in the same field
- Work with system users to address their specific technical needs
- Demonstrated analytical and troubleshooting skills

## **2.9 TO CONTRACTOR EXPERTISE REQUIRED**

Individuals proposed for this TORFP shall be capable of furnishing all necessary services required to successfully complete all tasks and work requirements and produce high quality deliverables described herein. The TO Contractor shall demonstrate, in its proposal, that it possesses such expertise in-house or has fostered strategic alliances with other firms for providing such services. The TO Contractor recourse shall effectively communicate in English both verbally and in writing (e.g. email.)

## **2.10 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.

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS 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.

### **2.10.1 INVOICE FORMAT**

- A) A proper invoice shall identify MDOT, 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 at the following address:

Maryland Department of Transportation  
Office Of Planning and Capital Planning – Brian Martin  
7201 Corporate Center Drive  
Hanover, MD 21076

- 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 in Section 2.8 to **include dates to/from (MM/YY – MM/YY)**.
- 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, 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 **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 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.

- Experience of the Master Contractor's proposed personnel performing the duties and responsibilities required in Section 2.6.1.
- Personnel experience required in Section 3.2.1.B.
- References provided in Section 3.2.1.D.

### **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 2.8 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 BOTH the 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 # J01B9200037  
LABOR CATEGORIES

Rates listed should be **fully loaded** rates. THIS FORM SHALL NOT BE ALTERED.

The proposed Contractor resource must meet the TO qualifications as stated in Section 2 of the TORFP and the labor categories as stated in the CATS II Master Contract.

Labor Categories	A	B	C
	Hourly Labor Rate	Total Class Hours Annually	Total Proposed CATS II TORFP Price
<b><u>Year #1: (NTP – 5/31/2012)</u></b>			
(Resource #1 Name / Labor Category )		2080	\$
		<b>Total Price Year 1</b>	\$
<b><u>Year #2: (6/1/2013 – 5/31/2013)</u></b>			
(Resource #1 Name / Labor Category)		2080	
		<b>Total Price Year 2</b>	\$
<b><u>Year #3: (6/1/14 – 5/31/2014)</u></b>			
(Resource Name #1 / Category)		2080	
		<b>Total Price Year 3</b>	\$
		<b>Total Evaluated Price</b>	\$

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

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

\_\_\_\_\_  
Title

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

The Hourly Labor Rate is the actual rate the State will pay for services and 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.

**MUST BE SUBMITTED WITH FINANCIAL PROPOSAL**

SUBMIT WITH THE FINANCIAL RESPONSE  
**ATTACHMENT 3 - Task Order Agreement**

**CATS II TORFP # J01B9200037 OF MASTER CONTRACT # 060B9800035**

This Task Order Agreement (“TO Agreement”) is made this [REDACTED] of [REDACTED], 20\_\_ by and between \_\_\_\_\_ and the STATE OF MARYLAND, Maryland Department of Transportation.

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 Department of Transportation (MDOT), Office of Planning and Capital Planning (OPCP), as identified in the CATS II TORFP # J01B9200037.
  - b. “CATS II TORFP” means the Task Order Request for Proposals # J01B9200037, dated [REDACTED], including any addenda.
  - c. “Master Contract” means the CATS II Master Contract between the Maryland Department of Information Technology(MDOT) and \_\_\_\_\_ dated June 1, 2009.
  - d. “TO Procurement Officer” means Donna Ziegenhein. 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, OPCP and [REDACTED].
  - f. “TO Contractor” means the CATS II Master Contractor awarded this TO Agreement, whose principal business address is [REDACTED].
  - g. “TO Manager” means Brian Martin 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 [REDACTED].
  - i. “TO Proposal – Financial” means the TO Contractor’s financial response to the CATS II TORFP dated [REDACTED].
  - 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 May 31, 2014.

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, TO Requesting Agency

\_\_\_\_\_  
By: Thomas Hickey, Acting Director of Procurement      Date \_\_\_\_\_

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

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

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

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

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

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

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

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

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

MUST 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)**

<b>Proposed Individual's Name/Company:</b>	<b>How does the proposed individual meet each requirement?</b>
<b>LABOR CATEGORY TITLE – (INSERT LABOR CATEGORY NAME)</b>	
<b>Education:</b> (Insert the education description from the CATS II RFP from section 2.10 for the applicable labor category.)	
<b>Experience:</b> (Insert the experience description from the CATS II RFP from section 2.10 for the applicable labor category.)	
<b>Duties:</b> (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

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



**ATTACHMENT 6 - DIRECTIONS TO THE PRE-TO PROPOSAL CONFERENCE**  
**MARYLAND DEPARTMENT OF TRANSPORTATION**  
**HEADQUARTERS**  
**7201 CORPORATE CENTER DRIVE**  
**HANOVER MD 21076**  
**HARRY HUGHES III CONFERENCE ROOM – GROUND FLOOR**

**410-865-1000**  
**Toll Free 1-888-713-1414**

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### **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.

### **Marc Train Service**

Ride the Marc Penn Line Train from both the South and North and exit at the BWI Marc Train Station. When you exit the train follow directions to the crossover (tracks) and you will find an exit door on the second floor leading to a pedestrian bridge. This pedestrian bridge will carry you (1600 ft.) to MDOT

### **Light Rail Service**

Ride the light rail from the North to the BWI Airport Station. There is shuttle service from the BWI Airport to BWI Marc Train Station. Take the crossover (tracks) and on the second floor there is an exit to the Pedestrian Bridge for MDOT. This pedestrian bridge will carry you (1600 ft.) to MDOT

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

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

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS II TORFP #J01B9200037 for Capital Program Management System. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to this project. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information referenced above, OFFEROR agrees as follows:

1. OFFEROR will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received, except in connection with the preparation of 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 Manager 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 \_\_\_\_\_, 20\_\_\_, by and between the State of Maryland (“the State”), acting by and through its Maryland department of Transportation (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 Capital Program management System TORFP No. J01B9200037 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 this project (the “Confidential Information”).

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

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

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

**Contractor/Contractor's Personnel:**

**Maryland department of Transportation:**

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

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

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

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

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

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](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? 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) _____	
<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? 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) _____	
<b>Section 3 – Substitution of Personnel</b>	
A) Has there been any substitution of personnel? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, skip to Section 4.)	
B) Did the Master Contractor request each personnel substitution in writing? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____	
C) Does each accepted substitution possess equivalent or better education, experience and qualifications than incumbent personnel? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____	

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

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

**Section 4 – MBE Participation**

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

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

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

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

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

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

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

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

Yes  No

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

\_\_\_\_\_

**Section 5 – TO Change Management**

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

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

B) Does the change management procedure include the following?

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

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

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

C) Have any change orders been executed?

Yes  No

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

\_\_\_\_\_

D) Is the change management procedure being followed?

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

**ATTACHMENT 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: \_\_\_\_\_

MUST SUBMIT AS A .PDF FILE WITH TECHNICAL RESPONSE

**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**

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## ATTACHMENT 11 – TO CONTRACTOR PERFORMANCE EVALUATION

### GENERAL AND JOB SPECIFIC FACTORS

#### INSTRUCTIONS:

1. Using the criteria for the General Factors found in the Supervisor's Booklet, determine the standards that best fit the employee's work performance and behavior for each of the criteria in that factor.
2. A drop-down box appears on the line for each of the criteria. The Raw Score can be selected by clicking the arrow and then clicking the appropriate score. After the form has been printed, circle the number in the box directly below the standard that applies.
3. Add the column and enter the total in the Raw Score Total column.
4. The Total Raw Score determines the TO Contractor Personnel's rating for that factor, and the overall rating can be found in the bottom row of the chart for that factor. Circle the rating for that factor after the form has been printed. Transfer the ratings to the Appraisal Form Summary Sheet.
5. Complete steps 1 - 4 for the Job Specific Factors.
6. The form has been created in a protected format. Data only can be entered in the Name, EIN, Rated Raw Score fields and drop-down boxes. The Page Up or Page Down, or Tab key moves the cursor through the fields on the form. On the drop-down boxes, click on the arrow and then click on the appropriate number to enter that score.
7. Enter the name, EIN, and rating year on each page of the form. The rating year should be entered as a 4 position year. All scores are entered using the drop-down boxes as explained above. Total s must be calculated manually and entered into the appropriate boxes.

CRITERIA ASSESSMENT SHEET - GENERAL FACTORS

Name: \_\_\_\_\_ EIN: \_\_\_\_\_ Rating Yr: \_\_\_\_\_

<b>DEPENDABILITY</b>		Far Exceeds	Exceeds	Meets	Below	Far Below	Raw Score
Lateness, Punctuality		5		3	2	1	+
Use of Unauthorized Leave				3	2	1	+
Compliance with Leave Policies & Procedures		5		3	2	1	+
Total Raw Score							=
Total Raw Score	15 - 13	12 - 11	10 - 8	7 - 5	4 - 3		
<b>Rating for Dependability</b>	Far Exceeds	Exceeds	Meets	Below	Far Below		
<b>INITIATIVE</b>		Far Exceeds	Exceeds	Meets	Below	Far Below	Raw Score
Contribution		5	4	3	2	1	+
Self-Improvement		5	4	3	2	1	+
Total Raw Score							=
Total Raw Score	10 - 9	8 - 7	6 - 5	4 - 3	2		
<b>Rating for Initiative</b>	Far Exceeds	Exceeds	Meets	Below	Far Below		
<b>INTERPERSONAL RELATIONSHIPS</b>		Far Exceeds	Exceeds	Meets	Below	Far Below	Raw Score
Customer Service		5	4	3	2	1	+
Communication		5	4	3	2	1	+
Cooperation				3	2	1	+
Tact				3	2	1	+
Adaptability to Change		5	4	3	2	1	+
Total Raw Score							=
Total Raw Score	21 - 20	19 - 17	16 - 13	12 - 8	7 - 5		
<b>Rating for Interpersonal Relationships</b>	Far Exceeds	Exceeds	Meets	Below	Far Below		
<b>WORK HABITS</b>		Far Exceeds	Exceeds	Meets	Below	Far Below	Raw Score
Meeting Target & Timetables		5	4	3	2	1	+
Communication with Supervisor		5	4	3	2	1	+
Use of Time		5	4	3	2	1	+
Organization of Work Environment		5		3	2	1	+
Judgment Regarding Benefits & Privileges		5	4	3	2	1	+
Total Raw Score							=
Total Raw Score	25 - 23	22 - 18	17 - 13	12 - 8	7 - 5		
<b>Rating for Work Habits</b>	Far Exceeds	Exceeds	Meets	Below	Far Below		

CRITERIA ASSESSMENT SHEET

JOB SPECIFIC FACTORS - PROFESSIONALS

**Name:**

**EIN:**

**Rating Yr:**

<b>JOB KNOWLEDGE</b>		Far Exceeds	Exceeds	Meets	Below	Far Below	Raw Score
Resources, Technology & Regulations		5	4	3	2	1	+
Utilization Resources/Collective Knowledge		5	4	3	2	1	+
Standards Industry/Professional Practices		5	4	3	2	1	+
Development of Applications		5	4	3	2	1	+
Total Raw Score							=
Total Raw Score	20 - 18	17 - 14	13 - 10	9 - 6	5 - 4		
<b>Rating for Job Knowledge</b>	Far Exceeds	Exceeds	Meets	Below	Far Below		
<b>JOB QUALITY</b>		Far Exceeds	Exceeds	Meets	Below	Far Below	Raw Score
Timeliness & Accuracy		5	4	3	2	1	+
Work Process & Workmanship		5	4	3	2	1	+
Problem Solving		5	4	3	2	1	+
Customer Service		5	4	3	2	1	+
Total Raw Score							=
Total Raw Score	20 - 18	17 - 14	13 - 10	9 - 6	5 - 4		
<b>Rating for Job Quality</b>	Far Exceeds	Exceeds	Meets	Below	Far Below		
<b>JOB QUANTITY</b>		Far Exceeds	Exceeds	Meets	Below	Far Below	Raw Score
Meeting Schedules			4	3	2	1	+
Projects & Special Assignments		5	4	3	2	1	+
Productivity		5	4	3	2	1	+
Volume of Work		5	4	3	2	1	+
Total Raw Score							=
Total Raw Score	19 - 18	17 - 14	13 - 10	9 - 6	5 - 4		
<b>Rating for Job Quantity</b>	Far Exceeds	Exceeds	Meets	Below	Far Below		