



CONSULTING AND TECHNICAL SERVICES II (CATS II)

TASK ORDER REQUEST FOR PROPOSALS (TORFP)

SHA OPPE IT APPLICATION

BUSINESS SERVICES TORFP

**CATS II TORFP #
J02B2400017**

MARYLAND DEPARTMENT OF TRANSPORTATION

MARYLAND STATE HIGHWAY ADMINISTRATION

ISSUE DATE: 09/19/2012

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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 Title:	OPPE IT Application Business Services
Functional Area:	Functional Area 2- Web and Internet Systems
TORFP Issue Date:	09/19/2012
Closing Date and Time:	10/30 /2012 at 2:00 PM Local Time
TORFP Issuing Agency:	Maryland Department of Transportation (MDOT) State Highway Administration (SHA) Office of Planning and Preliminary Engineering (OPPE)
Send Questions and Proposals to:	TO Procurement Officer – Bryan Walker Telephone Number 410-865-1130 Email Address: bwalker5@mdot.state.md.us
TO Procurement Officer:	Bryan Walker Office of Procurement (OOP) Office Phone: (410) 865-1130 Email Address: bwalker5@mdot.state.md.us
TO Manager:	Morteza Tadayon Office Phone Number: 410-545-5580 Mtadayon@sha.state.md.us
TO Project Number:	J02B2400017
TO Type:	Time and Material
Period of Performance:	NTP through May 31, 2014
MBE Goal:	25 percent
Small Business Reserve (SBR):	No
Primary Place of Performance:	TO Contractor’s Office. From time to time at SHA Headquarter (707 N. Calvert Street, Baltimore, MD. 21202)
TO Pre-proposal Conference:	MDOT Headquarters, Harry Hughes Conf. Rooms Ground Flr. 7201 Corporate Center Dr. Hanover, Md. 21076 10/04/2012 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. **Please note that the MDOT email system has an 8 MB limit on email transmission.** You may submit your proposal in two or more email submissions, if necessary, as long as you clearly indicate the total number of email submissions to be received. The "subject" line in the e-mail submission shall state the TORFP #J02B2400017. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS II TORFP #J02B2400017 Technical". The second file will be the financial response to this CATS II TORFP and titled, "CATS II TORFP #J02B2400017 Financial". The following proposal documents must be submitted with required signatures as .PDF files with signatures clearly visible:

- Attachment 1 – Price Proposal
- Attachment 2 - MBE Forms D-1 and D-2
- Attachment 4 - Conflict of Interest and Disclosure Affidavit
- Attachment 5 – Labor Classification Personnel Resume Summary
- Attachment 10 – Non Disclosure Agreement (Offeror)
- Attachment 13 – Living Wage Affidavit of Agreement
- Certifications – If applicable

1.4 ORAL PRESENTATIONS/INTERVIEWS

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

1.5 MINORITY BUSINESS ENTERPRISE (MBE)

A Master Contractor responding to this TORFP containing an MBE goal **shall complete, sign, without edits, and submit all required MBE documentation (TO Attachments D-1 (Certified MBE Utilization and Fair Solicitation Affidavit) and D-2 (MBE Participation Schedule) at the time of TO Proposal submission. Failure to do so will result in the State's rejection of the Master Contractor's proposal to the TORFP.**

1.6 CONFLICT OF INTEREST

The TO Contractor awarded the TO Agreement shall provide IT technical and/or 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 shall be aware that the State Ethics Law, State Government Article, §15-508, might limit the selected Master Contractor's ability to participate in future related procurements, depending upon specific circumstances.

1.7 NON-DISCLOSURE AGREEMENT

Certain system documentation may be available for potential Offerors to review at a reading room at 707 N. Calvert St., Baltimore, MD 21202. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement (Offeror) in the form of Attachment 10. 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 (TO Contractor) in the form of Attachment 11.

1.8 LIMITATION OF LIABILITY CEILING

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

1.9 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES

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 and maintenance services valued at \$1 million or greater, but all CATS II TOs are subject to review.

Attachment 12 is a sample of the TO Contractor Self-Reporting Checklist. DoIT will send initial checklists out to applicable TO Contractors approximately three months after the award date for a TO. The TO Contractor shall complete and return the checklist as instructed on the checklist. Subsequently, at six month intervals from the due date on the initial checklist, the TO Contractor shall update and resend the checklist to DoIT.

SECTION 2 - SCOPE OF WORK

2.1 PURPOSE

The MDOT / OOP is issuing this CATS II TORFP for SHA / OPPE to obtain the services of a Master Contractor with a broad range of technical expertise to assist with the modification of various existing web-based applications and development of new web-based applications, as needed. The services provided through this Task Order will be critical to supporting OPPE's goals of improving efficiency, managing day-to-day business, and providing services and products to our customers and cooperating Federal, State, and local agencies that will meet or exceed their expectations. The goal of this Task Order are to ensure that SHA has the appropriate resources, skills and expertise to manage and enhance OPPE's toolkits and associated web sites that are consistent with Maryland Department of Information Technology standards, Internet and application security, and Section 508 compliance standards.

Work assigned to the TO Contractor may not be restricted to one project, therefore, several task assignments may be required to be performed simultaneously. These tasks will be assigned as described in Section 2.6.4, Work Order Assignments.

SHA shall award this Task Order to one Master Contractor that proposes a team of resources that can best satisfy the Task Order requirements. This team of resources may be required to work at SHA Headquarters from time to time. Therefore, only TO Contractors submitting a proposal with a team of resources that shall satisfy all Task Order requirements will be accepted for evaluation.

2.2 REQUESTING AGENCY BACKGROUND

The SHA is responsible for all interstates, U.S. and Maryland numbered routes excluding those in Baltimore City and toll facility maintained highways. The State system includes approximately 6,000 centerline miles, (16,064 lane miles) of highways and 2,400 bridges, connecting all regions of the state.

The SHA Business Plan is available online at:

www.roads.maryland.gov/oc/shabusinessetnl.pdf

The OPPE's mission is to plan a sustainable highway system in Maryland for all users of our roadway system through partnerships, innovative approaches, and engineering solutions in a manner that strengthens Maryland's communities and diverse natural environment in a cost effective manner for the citizens of Maryland.

2.3 ROLES AND RESPONSIBILITIES

The roles and responsibilities of this Task Order's Key Management Personnel are defined as follows:

- TO Procurement Officer – MDOT representative responsible for managing the TO solicitation and award process, change order process, and resolution of TOA scope issues.
- SHA MBE Compliance Officer – SHA representative responsible for working with the TO Procurement Officer and TO Manager to ensure MBE compliance of issued Task Orders and to gather payment data from both the Prime TO Contractor and MBE Subcontractor(s) for the reporting of MBE participation on SHA procurements to MDOT and the GOMA.
- TO Manager – SHA representative responsible for managing the day to day activities of the TO including the direct management and supervision of the project tasks. The TO Manager will also be responsible for preparing the task assignments, review and approval of proposed change orders, review and approval of proposed substitution of personnel, reviewing and approving invoices and monitoring and reporting task order performance.
- TO Contractor Key Management Personnel – Representative of the TO Contractor who oversee their personnel assigned under this TO. This representative will be the point of contact for managing and correcting any disputes related to this TO. This representative will also be responsible for the preparation

and submittal of invoices and MBE reports by the due date defined in this TO as well as any other correspondence relating to this TO and its activities.

2.4 PROJECT BACKGROUND

Since 2008, OPPE has developed multiple web-based applications for project tracking, document management, environmental system preservation application, OPPE's ad schedule program, Travel Forecasting log book, Noise Report System, Project Review Application, and other various small applications to enhance efficiency of the Office.

Currently, there is a need to upgrade/ modify some of these custom-built applications to meet the need for changes in program or project requirements. The web-based applications were developed using Microsoft (MS) .NET for the frontend application and MS Access 2007 and/or Oracle as the backend database.

Existing Programs/Applications

System Preservation Database (SPD)

The SHA Environmental Planning Division's (EPLD) –SPD supports the division's mission to ensure that projects comply with the National Environmental Policy Act/Maryland Environmental Policy Act and related federal/state laws and regulations, so that SHA projects remain eligible for state and federal funding. SPD is a single source system that is accessible to all SHA users and contains general project information and environmental documentation for system preservation projects. It serves EPLD as a workload management, agency coordination tracking, electronic file storage and reporting tool. To serve EPLD customers, the database facilitates environmental requests and information sharing by immediate email notification of a new project assignment to environmental managers, as well as other environmental divisions involved with environmental design and permitting. Through enhancing communications between SHA divisions, the database aids SHA in reaching its goal of achieving 100% environmental compliance and meeting 100% of environmental commitments on each project. EPLD is planning to make this database accessible to additional customers we serve outside of SHA, such as local governments and agency representatives, to further improve transparency and information sharing in our coordination process.

System Preservation Projects are submitted into SPD shortly after the project's Form 42-C is approved so that EPLD, as well as other divisions, can begin gathering study area information and initiate coordination with state and federal agencies as quickly as possible. Upon submitting project information in SPD, EPLD customers receive immediate confirmation of their entry including the EPLD contact name and phone number who has been assigned their project and the SPD Project ID No. along with basic instruction on how to return to the database to receive updates. In addition, SPD sends this information to environmental permitting/approval divisions in the Office of Environmental Design and the Office of Highway Development to initiate their processes as necessary. The specific divisions include: Environmental Programs Division – responsible for wetland/waterway permitting, Landscape Operations Division – responsible for tree permits, Landscape Architecture Division – responsible for Landscape Design, Scenic Byways Program, and Highway Hydraulic Division – responsible for erosion and sediment control permits and storm water management approvals.

For projects that have completed the planning and design phase, SPD can serve as a tool to inform right-of-way and construction offices of any commitments made in previous phases of project development and to obtain copies of the final environmental document. The reporting feature can be useful to many customers to track or obtain data on specific types of projects. Reports can be customized for each division's needs. SPD also serves EPLD in cross training those that use the system. SPD is designed to follow EPLD's agency coordination process. Customers can see which agencies EPLD will need to work with to obtain final environmental document approval and hopefully obtain a better understanding of EPLD's role in the project development process.

1) General Info

- a) Currently only internal users have access to this system. Future plans include adding external user access.
- b) Potential need to interface with SHA's geographic information system (GIS) as a future enhancement.
- c) Plan to add new features and the development of an Administration Module.

2) General Technology

- a) Application level. ASP.NET

- b) Database level. Oracle 10g
 - i) Database schema = 1.3 MB
 - (1) Annual growth rate of 10%
 - (2) Approximately 90 active user accounts
 - c) Web level. Web Browser, Internet Information Services (IIS), Internet Explorer (IE) 8
 - d) Other service level (FTP, Web Services, etc). e-mail notification,
- 3) *Documentation Available*
- a) None at this time.

Travel Forecasting Log Book

This is a project tracking application that allows users at all divisions within the SHA network to submit their request for studies electronically and be able to track its status at all times. Managers at Travel Forecasting Division (TFAD) can assign these requests to different team leaders and project engineers, and update the status of the requests as they reach critical milestones. External customer requests are input into this application by TFAD staff. This application also serves as a document management system as all requests, task correspondences, and deliverables are uploaded and stored electronically. The requests are stored with project location information such as county, route, and mile points, as appropriate. There are search features embedded in the application, which enables the user to query, sort, and analyze related project information. The records have the potential to be exported into a GIS platform where it can be used to conduct further analysis. Thus, this application not only serves as a project tracker, but also enables TFAD and other SHA offices to use it as an information system. This web-based application was developed from an earlier Microsoft Access database application and has been in production mode since 2008.

- 1) *General Info*
 - a) Currently only internal users have access to this system.
 - b) Plan to add new features and the development of an Administration Module.
- 2) *General Technology*
 - a) Application level. ASP.NET
 - b) Database level. MS Access 2007
 - i) Database schema = 211 MB
 - (1) Annual growth rate of 10%
 - (2) Approximately 45 active user accounts
 - c) Web level. Web Browser, IIS,
 - d) Other service level (FTP, Web Services, etc). e-mail notification,
- 3) *Documentation Available*
 - a) None at this time.

Noise Reports System

This application stores previous noise studies and associated documentation in an electronic format, and is available to managers and engineers. The application has several search and filtering features based on certain criteria, such as project location, duration, facility type, study type, improvement type, etc. This serves as an electronic document management system and has the potential of records being exported to a GIS framework for further analysis.

- 1) *General Info*
 - a) Currently only internal users have access to this system.
 - b) Plan to add a GIS Component in addition to new features and the development of an Administration Module.
- 2) *General Technology*
 - a) Application level. ASP.NET
 - b) Database level. MS Access 2007
 - i) Database schema = 200 MB

- (1) Annual growth rate of 5%
- (2) Approximately 6 active user accounts
- c) Web level. Web Browser, IIS,
- d) Other service level (FTP, Web Services, etc). None,
- 3) *Documentation Available*
 - a) None at this time.

Ad Schedule Tracking

Ad Schedule tracks projects advertisement information and allow managers to include their comments on individual contracts while tracking the progress of advertisement of these contracts.

- 1) *General Info*
 - a) Currently only internal users have access to this system.
 - b) Planned enhancement of user interface and reporting types.
 - c) Planned for automating process of updating contracts data on monthly basis.
- 2) *General Technology*
 - a) Application level. ASP.NET
 - b) Database level. MS Access 2007
 - i) Database schema = 5.4 MB
 - (1) Annual growth rate of 0-5%
 - (2) Approximately 10 active user accounts
 - c) Web level. Web Browser, IIS,
 - d) Other service level (FTP, Web Services, etc). Utilizes Crystal Reports,
- 3) *Documentation Available*
 - a) None at this time.

Project Review Application

The Project Review Application (PRA) is a web-based database that allows project managers to organize key project information in a centralized location. The existing application includes general project information, budget information, project activity descriptions, critical issues, follow-up items, project remarks, webpage links, and feature that allow documents to be attached. This application is utilized by project managers, and office managers, as a resource for project related information. It is also used regularly to review projects during regular meetings.

- 1) *General Info*
 - a) Currently only internal users have access to this system.
 - b) Plan to add a GIS Component in addition to new reports.
- 2) *General Technology*
 - a) Application level. ASP.NET
 - b) Database level. MS Access 2007
 - i) Database schema = 1.8 MB
 - (1) Annual growth rate of 10%
 - (2) Approximately 35 active user accounts
 - c) Web level. Web Browser, IIS,
 - d) Other service level (FTP, Web Services, etc). None,
- 3) *Documentation Available*
 - a) None at this time.

This system could be leveraged to include several more features that would enhance project management activities. These features could include:

- Coordinating with eGIS efforts to organize project information in a geospatial environment

- Add a schedule component to allow for the uploading/management of project timelines utilizing programs such as MS Project
- Coordinating with other offices, such as Office of Highway Design (OHD), to explore ways to minimize project record duplication efforts
- Develop a web page interface for each project that would allow for enhanced project team member usability. This project portal environment could allow for project teams to coordinate key activities, discuss key issues and store key project documents.
- Provide enough network storage to house large project files (i.e. project mapping files)
- Explore ways to data mine project information from other SHA data bases (such as budgetary information from Capital Forecasting System(CFS), Financial Management Information System (FMIS) so that there would be consistency in reporting administration wide.

2.5 PROFESSIONAL DEVELOPMENT

Technology and software products continuously change. The TO Contractor shall ensure continuing education opportunities for the personnel provided. This education shall be associated with the technologies currently utilized by SHA or anticipated to be implemented by SHA in the near future. All costs, including, but not limited to, the actual course costs and course attendance time are the responsibility of the TO Contractor. SHA will not cover any costs associated with the professional development of the TO Contractor personnel.

In addition to the TO Contractor resource professional development training, each TO Contractor resource assigned to work on-site at an SHA facility and or SHA project site, for a period of three months or longer, regardless of the number of days worked per week, shall be required to take the following four (4) MANDATORY TRAINING COURSES given to all SHA employees and on-site TO Contractors:

- ADA Awareness
- Limited English Proficiency
- Sexual Harassment Awareness
- Workplace and Domestic Violence Awareness

This MANDATORY TRAINING shall be completed prior to the on-site TO Contractor resource's start date at the SHA facility (and/or project site).

The TO Contractor cannot bill the hours required for their resources to complete this MANDATORY TRAINING. The hours estimated to complete all four (4) training courses range from 4 to 6 hours and are available on-line.

Each on-site TO Contractor resource shall be required to certify that they completed the training. There will be a certificate of completion available at the end of each training course. The on-site TO Contractor resource shall print the certificate and give a copy to the TO Manager as record of completion. The on-site TO Contractor resource shall also forward a copy of their training certificates to the TO Contractor for their contract management records.

2.6 REQUIREMENTS

The SHA OPPE has developed various applications to facilitate and improve the Office's functions and standard operations. These applications accommodate our need for centralized project initiation, tracking and management of applications identified under Project Background section. All of these applications are web bases and can be accessed using a standard web browser.

The purpose of this TORFP is to obtain qualified services from a TO Contractor who has experience in Project Planning processes and operations, Environmental Planning processes and operations, Travel Forecasting standard processes and operations, as well as the National Environmental Policy Act (NEPA) process. The TO Contractor shall be able to review and provide application support for modification of existing applications and development

of new applications as the need arises. Also, the TO Contractor shall be responsible for developing an action plan for preparing data migration into the existing SHA's maintained Enterprise GIS.

2.6.1 FUNCTIONAL / BUSINESS REQUIREMENTS

TO Contractor resources shall:

ID #	Functional / Business Requirements
2.6.1.1	Provide Bi-Weekly Status Updates.
2.6.1.2	Provide IT Project management support to: <ul style="list-style-type: none"> • Manage business-related IT project enhancements for identified systems; • Modify existing applications, as needed, and migrate to Oracle from the Access database, move to .NET or SharePoint, as required; • Assist in the management for application consolidation and integration; • Develop and manage new applications using Agile development methodology; • Assist in the management for new application development; • Manage on-going maintenance and enhancement efforts for existing applications; • Provide web application support for above mentioned applications; • Provide OPPE Intranet ASP.NET and ASP Web Application Support; • Provide OPPE Intranet .NET Web Application Support; and • Make web ASP.NET and ASP page changes.
2.6.1.3	Perform development work at the TO Contractor's location. Once a development sprint is ready for testing, the TO Contractor shall coordinate with the SHA and assist with the installation of the testable code on SHA's testing server environment.
2.6.1.4	Deliver copies of all associated non-compiled source code at the delivery of each sprint.
2.6.1.5	Be responsible and provide On-Call support following production roll out of approved release.
2.6.1.6	Provide database and programming technical services for the maintenance and support for identified systems to maintain SHA approved operating system (OS), database and software versions as well as reported bugs.
2.6.1.7	Provide business analysis and requirement gathering support for system enhancements to identified systems and or the development of new IT systems.
2.6.1.8	Provide system enhancements that would bring the identified systems in compliance with the State Data Security Standards.
2.6.1.9	Prepare and maintain updates to disaster recovery plans for identified systems.
2.6.1.10	Create upgrade and migration schedules and plans that will minimize the impact on production and mission critical systems.
2.6.1.11	Troubleshoot problems encountered by clients using the application software and reported through the SHA Help Desk.
2.6.1.12	Develop forms and reports for supported applications, as needed.
2.6.1.13	Maintain and update system documentation including but not limited to: <ol style="list-style-type: none"> 1. Integration Document 2. Implementation Plan 3. Users Guides 4. Administrator Guides 5. Test Cases 6. Release Notes 7. Security Procedures 8. Training Documents
2.6.1.14	Analyze, recommend and design appropriate system security according to policies for data and application security using MDOT and DoIT security standards.

2.6.1.15	Seek approval of any third party software required in support of these applications by SHA. All licensing shall be transferable or licensed on behalf of SHA.
2.6.1.16	Plan, design, develop and integrate a GIS component, at the direction of SHA, as required based on SHA approved GIS technology.

2.6.2 TECHNICAL REQUIREMENTS

TO Contractor resources shall:

ID #	Technical Requirements
2.6.2.1	Comply with SHA Approved software architecture in their development efforts.
2.6.2.2	Ensure the SHA Office of Information Technology is delivered copies of application, database and web site including non-compiled native code at the completion of each approved system modification to the production environment. In addition to the native code, ensure the delivery of any third party modules or toolkits used in the construction of the application along with the transfer of appropriate licenses.
2.6.2.3	Design the data model used by the applications.
2.6.2.4	Be responsible for system maintenance after delivery.
2.6.2.5	Develop system source code and executables using one of the following technologies: <ol style="list-style-type: none"> 1. Visual Basic.NET 2. ASP.NET 3. C#.NET 4. Oracle 11g or latest SHA approved version 5. SQL Server 2008 or latest SHA approved version

2.6.3 NON-FUNCTIONAL, NON-TECHNICAL REQUIREMENTS

TO Contractor shall:

ID #	Non-Functional, Non-Technical Requirements
2.6.3.2	Set up and coordinate various meetings including prep minutes: <ul style="list-style-type: none"> • Participate in internal/external SHA staff meetings as requested.
2.6.3.3	Perform any SHA approved System Upgrades after 7:00 pm during the work week or any time on weekends unless otherwise approved by SHA.
2.6.3.4	Provide training, if called upon to do so, for end users and or System Administrators upon system implementation or enhancement.

2.6.4 WORK ORDER ASSIGNMENTS

As required by SHA, the TO Contractor shall be issued a work order assignment identifying the scope and restrictions of the effort to be completed. This could include, but is not limited to, small additions or enhancements to the OPPE's applications, development of new application modules, or other defined support services. These work order assignments could involve one or a team of consultant resources. When this need occurs, SHA will issue a work order for the individual project assignment outlining the details of the assignment as known at that time. The TO Contractor shall review and estimate what approved labor categories will be used, costs and estimated time to complete the assignment. When the initial TO Contractor estimates are approved by the TO Manager, the TO Contractor shall attend a minimum of one (1) review session to collect the pertinent requirements associated with the assignment and provide an updated work order estimate if required. The TO Contractor shall be responsible for developing a requirements definition resulting from the review session(s), as a vehicle to verify, document, maintain and feedback the results of each session.

The TO Contractor shall develop an implementation plan according to the SHA approved direction resulting from these review sessions, complete the assignment and review and test the completed assignment with the customer prior to promotion to the testing or production environments located at SHA.

Once the assignment is finished, the TO Contractor shall finalize any code documentation and submit to the SHA TO Manager. See Section 2.16 for actual Work Order Process.

2.6.5 SERVICE LEVEL AGREEMENT

Service Levels	Phone Response	Response Availability	On-Site Response	Comments
High(any situation that stops production)	4 hour	5 days/week, Mon-Fri, 7AM-6PM	4 hours	Provide updates by COB each day until resolution
Normal(any situation where if nothing is done quickly it will effect production but does not require an immediate action)	Close of Business (COB) Day	Beginning of next business day.	1 work day	Provide updates on all trouble tickets/ request for review by COB each day until resolution
Low (any situation where the production is not interrupted and users can still access the applications)	Next business day	Two business days	1 work day	Provide updates by COB each day until resolution

2.6.6 HARDWARE, SOFTWARE, AND MATERIALS

There will be no Hardware, Software or Materials purchased under this Task Order. Most development work may occur at the TO Contractor's facilities with the use of their own hardware and software in accordance to SHA's IT Architecture.

2.7 DELIVERABLES

2.7.1 DELIVERABLE SUBMISSION PROCESS

For each written deliverable, draft and final, the TO Contractor shall submit to the TO Manager one hard copy and one electronic copy compatible with latest SHA format.

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

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

Upon completion of a deliverable, the TO Contractor shall document each deliverable in final form to the TO Manager for acceptance. The TO Contractor shall memorialize such delivery in an Agency Receipt of Deliverable Form (Attachment 8). The TO Manager shall countersign the Agency Receipt of Deliverable Form indicating receipt of the contents described therein.

Upon receipt of a final deliverable, the TO Manager shall commence a review of the deliverable as required to validate the completeness and quality in meeting requirements. Upon completion of validation, the TO Manager shall issue to the TO Contractor notice of acceptance or rejection of the deliverables in an Agency Acceptance of Deliverable Form (Attachment 9). In the event of rejection, the TO Contractor shall correct the identified deficiencies or non-conformities. Subsequent project tasks may not continue until deficiencies with a deliverable are rectified and accepted by the TO Manager or the TO Manager has specifically issued, in writing, a waiver for conditional continuance of project tasks. Once the State’s issues have been addressed and resolutions are accepted by the TO Manager, the TO Contractor will incorporate the resolutions into the deliverable and resubmit the deliverable for acceptance. Accepted deliverables shall be invoiced within 30 days in the applicable invoice format (Reference 2.11 Invoicing).

A written deliverable defined as a final document must satisfy the scope and requirements of this TORFP for that deliverable. Final written deliverables shall not contain structural errors such as poor grammar, misspellings or incorrect punctuation, and must:

- A) Be presented in a format appropriate for the subject matter and depth of discussion.
- B) Be organized in a manner that presents a logical flow of the deliverable’s content.
- C) Represent factual information reasonably expected to have been known at the time of submittal.
- D) Present information that is relevant to the Section of the deliverable being discussed.

The State required deliverables are defined below. Within each task, the TO Contractor may suggest other subtasks or deliverables to improve the quality and success of the project.

2.7.2 DELIVERABLE DESCRIPTIONS / ACCEPTANCE CRITERIA

ID	Deliverable Description	Acceptance Criteria	Due Date / Frequency
General Deliverable Requirement			
2.7.2.1	Deliverable A Monthly Status Reports (See Attachment #14 for Template.)	A MS Word document that shall document: <ul style="list-style-type: none"> • Work planned for the next reporting period • Work done for the current reporting period • Shall include information on schedule, risk, issues, work, and action items 	Receipt by the 10th day of each month with specified content.
2.7.2.2	Deliverable B – Monthly Invoices	MS Word, Excel or PDF with content defined in Section 2.11.1.	Receipt by the 10th day of each month with specified content.
2.7.2.3	Deliverable C – Monthly MBE Reports	Completed forms for D-5 and D-6 from Attachments in TORFP.	Receipt of Attachment 2 – Form D-5 by the 10 th day of each month with specified content and submitted with the monthly invoice. Receipt of Attachment 2 – Form D-6 by the 10th day of each month with specified content and submitted directly by the Subcontractor.
Deliverables required from Work Order Task Assignments			
2.7.2.4	Ancillary Documentation	Deliverable shall be an MS Office	As defined in each work order.

		document. The contents of document will be defined for each work order.	See Section 2.16.
2.7.2.5	Ancillary Work Order Task Deliverable	Acceptance criteria for Work Order Task Deliverable will be defined in each Work Order.	As defined in each work order. See Section 2.16.

2.8 REQUIRED PROJECT 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 Information Technology Project Oversight
- The State of Maryland Enterprise Architecture
- The TO Contractor shall follow the project management methodologies that are consistent with the Project Management Institute’s Project Management Body of Knowledge Guide. TO Contractor’s staff and subcontractors are to follow a consistent methodology for all TO activities.

2.9 TO CONTRACTOR PERSONNEL EXPERTISE REQUIRED

The Master 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 for at least three similar projects in the past .

2.10 TO CONTRACTOR MINIMUM QUALIFICATIONS

The following minimum qualifications are mandatory. 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:

The Master Contractor shall propose a team of resources that collectively shall possess the following minimum qualification. The team shall possess:

- 3 years of experience working with development of Environmental Planning business Process
- 3 years of experience working with Project Planning business processes
- 2 years of experience with Oracle 10g or higher
- 2 years of experience with SQL Server 2008 or higher
- 2 years of experience with MS Access 2007
- 2 years of experience with Visual Studio 2008, ASP.NET or C# programming
- 2 years of experience with ADO.NET (Oracle Client Protocols)
- 2 year of experience with .NET Framework 3.0 or higher
- 2 years of experience with Business Objects Crystal Reports
- 2 years of experience with Active Reports
- 2 years of experience with Web Services

- 3 years of experience working with SHA application development process
- 3 years of experience with application development using SharePoint platform

2.11 INVOICING

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS II Master Contract. Invoices shall contain the TO Contractor's Federal Employer Identification Number (FEIN), **as well as the information described below, and under INVOICE FORMAT.**

On-call hours and upgrades performed during non-business hours shall be billed based on actual time worked at the approved Task Order labor rate.

The TO Contractor shall submit monthly invoices for SHA/OPPE approval and payment that coincide with the submission of the progress reports on or before the 10th day of the month for approved work orders. No billable hours permitted without prior approval of the Task Order Manager. The invoices shall identify actual hours by each person assigned to the task order during the reporting period and broken down by work order assignment. Invoices shall be accompanied by timesheets and paid TO Contractor invoices documenting charges for labor in accordance with the TO Contractor price proposal for the Master Contract.

Invoices and all required documentation shall reflect the first day of the month through the last day of the month, **only**. Any piece of documentation showing hours worked the days before or after any given documented month will be incorrect and the TO Contractor required to resubmit the entire package. Any documentation received after the 10th day of any month will be late. If the 10th of any month falls on a weekend, government holiday, or State of Maryland Service Reduction day, all documentation is due the last government business day prior.

It is the sole responsibility of the TO Contractor to ensure that all required monthly documentation is received by the 10th of each month.

2.11.1 INVOICE FORMAT

- A) A proper invoice shall identify SHA, labor category, associated TOA number and Title, date of invoice, period of performance covered by the invoice, the SHA issued BPO Number and a TO Contractor point of contact with telephone number.
- B) The TO Contractor shall send the original of each invoice and supporting documentation (itemized billing reference for employees, including detail of work) to:
 - i. E-Mail: mtadayon@sha.state.md.us
 - ii. The Task Order Project Manager's name **must** be shown on the E-mail Subject Line
- C) Invoices for final payment shall be clearly marked as "FINAL" and submitted when all work requirements have been completed and no further charges are to be incurred under the TOA. In no event shall any invoice be submitted later than 60 calendar days from the TOA termination date.

2.12 MBE PARTICIPATION REPORTS

Monthly reporting of MBE participation is required in accordance with the terms and conditions of the CATS II Master Contract by the 10th day of each month. The TO Contractor shall provide a completed MBE Participation form (Attachment 2, Form D-5) to SHA at the same time the invoice copy is sent. The TO Contractor shall ensure that each MBE Subcontractor provides a completed MBE Participation Form (Attachment 2, Form D-6). Subcontractor reporting shall be sent directly from the subcontractor to SHA. SHA will monitor both the TO Contractor's efforts to achieve the MBE participation goal and compliance with reporting requirements. The TO Contractor shall email all completed forms, copies of invoices and checks paid to the MBE directly to the TO

Procurement Officer and TO Manager.

2.13 PERFORMANCE EVALUATION

Master Contractor personnel will be formally evaluated by the TO Manger on a yearly basis for each assignment performed during that period. The established performance evaluation and standards are included as Attachment 14. Performance issues identified by the agency at any time and throughout the duration of the contract are subject to the mitigation process described in Section 2.14 below.

2.14 PERFORMANCE PROBLEM MITIGATION

In the event the agency is not satisfied with the performance of the Master Contractor personnel, the mitigation process is as follows: The TO Manager will notify the Master Contractor in writing describing the problem and delineating remediation requirements. The Master 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.

2.15 SUBSTITUTION OF PERSONNEL

The Master Contractor may not substitute personnel without the prior approval of the agency. All requests for substitution shall comply with Section 2.9.6 of the CATS II Master Contract. The TO Manager shall notify the Master 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 Master Contractor of acceptance or denial of the requested substitution.

2.16 WORK ORDER ASSIGNMENTS

Work Orders shall be issued under this TORFP to the TO Contractor on a as-needed basis.

SHA shall issue a Work Order (Attachment 15) assignment to the TO Contractor identifying the scope and restrictions of the effort to be completed. A Work Order could include, but is not limited to, small additions or enhancements to the OPPE's applications, the development of new applications or other defined support services. The TO Contractor shall review and provide an estimate of the cost using hours and rates based upon the approved labor categories rates to complete the assignment. When the TO Contractor estimate is approved by the TO Manager, the TO Contractor shall attend a minimum of one (1) review session to collect the pertinent requirements associated with the assignment and provide an updated Work Order estimate if required. The TO Contractor shall be responsible for developing a requirements definition resulting from the review session(s), as a vehicle to verify, document, and maintain the results of each session.

The TO Contractor shall also develop an implementation plan according to the SHA approved direction resulting from the review session(s), complete the Work Order assignment, and review and test the completed assignment with the customer prior to promotion from TO Contractor development environment to the testing and to the production environments located at SHA.

Once the assignment is finished, the TO Contractor shall finalize any code documentation and submit to the SHA TO Manager.

2.16.1 WORK ORDER PROCESS

The TO Manager shall, on an as needed basis, issue work to the TO Contractor using this Word Order process. The Work Order process is applicable on all tasks under this TORFP. The process for a Work Order request is as follows:

- 1) The TO Manager shall email a Work Order request to the TO Contractor via the Work Order. The request may include:
 - a. technical requirements and description of the services needed;
 - b. performance objectives and/or deliverables, as may be applicable;

- c. due date and time for submitting a response to the request;
 - d. performance testing period; and
 - e. other specific information as requested from the TO Contractor.
- 2) The TO Contractor shall respond by email to the TO Manager to the Work order. The TO Contractor shall e-mail a response to the TO Manager within the specified time and include at a minimum:
- a. a response that details the TO Contractor's understanding of the requirement/work;
 - b. a description of the proposed work plan in narrative format including time schedules, and if required a WBS chart. This description shall include a schedule of resources including proposed subcontractors and related tasks, including an explanation of how tasks will be completed.
 - c. Identification of those activities or phases that can be completed independently or simultaneously versus those that must be completed before another activity or phase can commence.
 - d. The personnel resources, including those of SHA and subcontractors, and estimated hours to complete the task.
- 3) The TO Manager will review the response and will either approve the work or contact the TO Contractor to obtain additional information, clarification or revision to the work.

Once satisfied, the TO Manager will then email the TO Contractor with approval to proceed.

SECTION 3 - TASK ORDER 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 the 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. A TO Proposal shall contain the following sections in order:

3.2.1 TECHNICAL PROPOSAL

A) Proposed Services

- 1) Requirements: A detailed discussion of the Master Contractors understanding of the work and the Master Contractor's capabilities, approach, solution, and schedule to address the requirements outlines in Section 2.
- 2) Assumptions: A description of any assumptions formed by the Master Contractor in developing the Technical Proposal. Master Contractors shall avoid assumptions that counter or constitute exceptions to TORFP terms and conditions.
- 3) Proposed Tools: A description of any tools, for example hardware and/or software applications that will be used to facilitate the work.

B) Proposed Personnel

- 1) Identify and provide resumes for all proposed personnel by labor category. The resume shall feature prominently the proposed personnel's skills and experience as they relate to the Master Contractor's proposed solution and Section 2 – Scope of Work.
- 2) Document that all proposed personnel meet the minimum required qualifications in accordance to Section 2.10.
- 3) Provide the names and titles of the Master Contractor's management staff who will supervise the personnel and quality of services rendered under this TOA.
- 4) Complete and provide, at the interview, Attachment 5 – Labor Classification Personnel Resume Summary.

C) MBE Participation

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

D) Subcontractors

- 1) Identify all proposed subcontractors, including MBEs, and their roles in the performance of Section 2 - Scope of Work.

E) Master Contractor and Subcontractor Experience and Capabilities

- 1) Provide up to three examples of projects or contracts the Master Contractor has completed that were similar to Section 2 - Scope of Work. Each example must include contact information for the client organization complete with the following:
 - a) Name of organization.

- b) Point of contact name, title, and telephone number
 - c) Services provided as they relate to Section 2 - Scope of Work.
 - d) Start and end dates for each example project or contract. If the Master Contractor is no longer providing the services, explain why not.
- 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 entity of the State of Maryland. For each identified contract, the Master Contractor shall provide:
- a) Name of organization.
 - b) Point of contact name, title, and telephone number
 - c) Services provided as they relate to Section 2 - Scope of Work.
 - d) Start and end dates for each example project or contract. If the Master Contractor is no longer providing the services, explain why not.
 - e) Dollar value of the contract.
 - f) Whether the contract was terminated before the original expiration date.
 - g) Whether any renewal options were not exercised.

Note - State of Maryland experience can be included as part of Section E2 above as project or contract experience. State of Maryland experience is neither required nor given more weight in proposal evaluations.

F) Proposed Facility

- 1) Identify Master Contractor's facilities, including address, from which any work will be performed.

G) State Assistance

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

H) Confidentiality

- 1) A Master Contractor shall 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, shall 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. Master Contractor is advised that, upon request for this information from a third party, the TO Procurement Officer will be required to make an independent determination regarding whether the information may be disclosed.

3.2.2 FINANCIAL RESPONSE

- 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) Attachment 1 - Completed Financial Proposal with all rates fully loaded.

SECTION 4 – TASK ORDER AWARD PROCESS

4.1 OVERVIEW

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, the TO Requesting Agency will consider all information submitted in accordance with Section 3.

4.2 TECHNICAL PROPOSAL EVALUATION CRITERIA

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

- The Master Contractor's proposed solution and understanding of the TORFP Scope of Work based on the required response in Section 3.2.1.A.1.
- Personnel experience required in Section 3.2.1.B.
- The Master Contractor and the Subcontractor Experience and Capabilities as specified in Section 3.2.1.E.1.

4.3 SELECTION PROCEDURES

- A) TO Proposals will be assessed throughout the evaluation process for compliance with the minimum personnel qualifications in Section 2.10 and quality of responses to Section 3.2.1 of the TORFP. TO Proposals deemed technically qualified will have their financial proposal considered. All others will be deemed not reasonably susceptible to award and will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.
- B) The State will conduct oral presentation for each TO Proposal that meets minimum qualifications.
- C) Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.
- D) 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 TOA

Commencement of work in response to a TOA shall be initiated only upon issuance of a fully executed TOA, a Non-Disclosure Agreement (TO Contractor), a Purchase Order, by the TO Procurement Officer and a Notice to Proceed by the TO Manager. See Attachment 7 - Notice to Proceed (sample).

ATTACHMENT 1 –PRICE PROPOSAL

PRICE PROPOSAL (TIME AND MATERIALS) FOR CATS II TORFP # J02B2400017

LABOR CATEGORIES

Labor Categories	A	B	C
	Hourly Labor Rate	Total Class Hours	Total Proposed CATS II TORFP Price
(Master Contractor to insert proposed labor categories to provide services for all requirements of this TORFP J02B2400017)			
Year 1 (NTP – May 31, 2013)			
Name of Resource #1 – Labor Category	\$	1500	\$
Name of Resource #2 – Labor Category	\$	1500	\$
Name of Resource #3 – Labor Category	\$	1500	\$
Name of Resource #4 – Labor Category	\$	1500	\$
Total Labor Cost Year 1 =			\$
Year 2 (June 1, 2013 – May 31, 2014)			
Name of Resource #1 – Labor Category	\$	1500	\$
Name of Resource #2 – Labor Category	\$	1500	\$
Name of Resource #3 – Labor Category	\$	1500	\$
Name of Resource #4 – Labor Category	\$	1500	\$
Total Labor Cost Year 2 =			\$
Total Evaluated Price =			\$

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. Rates must include all direct and indirect costs and profit for the Master Contractor to perform under the TOA. (Fully loaded hourly rates)

SUBMIT AS A .PDF FILE WITH THE FINANCIAL RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS
TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING
REQUIREMENTS

CATS II TORFP # J02B2400017

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

1. As the TO Contractor, you have entered into a TO Agreement with the State of Maryland. As such, your company/firm is responsible for successful completion of all deliverables under the contract, including your commitment to making a good faith effort to meet the MBE participation goal(s) established for TORFP. Part of that effort, as outlined in the TORFP, includes submission of monthly reports to the State regarding the previous month's MBE payment activity. Reporting forms D-5 (TO Contractor Paid/Unpaid MBE Invoice Report) and D-6 (Subcontractor Paid/Unpaid MBE Invoice Report) are attached for your use and convenience.
2. The TO Contractor must complete a separate Form D-5 for each MBE subcontractor for each month of the contract and submit one copy to each of the locations indicated at the bottom of the form. The report is due no later than the 15th of the month following the month that is being reported. For example, the report for January's activity is due no later than the 15th of February. With the approval of the TO Manager, the report may be submitted electronically. Note: Reports are required to be submitted each month, regardless of whether there was any MBE payment activity for the reporting month.
3. The TO Contractor is responsible for ensuring that each subcontractor receives a copy (e-copy of and/or hard copy) of Form D-6. The TO Contractor shall make sure that the subcontractor receives all the information necessary to complete the form properly, i.e., all of the information located in the upper right corner of the form. It may be wise to customize Form D-6 (upper right corner of the form) for the subcontractor the same as the Form D-5 was customized by the TO Manager for the benefit of the TO Contractor. This will help to minimize any confusion for those who receive and review the reports.
4. It is the responsibility of the TO Contractor to make sure that all subcontractors submit reports no later than the 15th of each month, regardless of whether there was any MBE payment activity for the reporting month. Actual payment data is verified and entered into the State's financial management tracking system from the subcontractor's D-6 report only. Therefore, if the subcontractor(s) do not submit their D-6 payment reports, the TO Contractor cannot and will not be given credit for subcontractor payments, regardless of the TO Contractor's proper submission of Form D-5. The TO Manager will contact the TO Contractor if reports are not received each month from either the TO Contractor or any of the identified subcontractors. The TO Contractor must promptly notify the TO Manager if, during the course of the contract, a new MBE subcontractor is utilized. Failure to comply with the MBE contract provisions and reporting requirements may result in sanctions, as provided by COMAR 21.11.03.13.

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 1

CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT

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

In conjunction with the offer submitted in response to TORFP No. J02B2400017, I affirm the following:

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

OR

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

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

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

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

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

Offeror Name

Signature of Affiant

Address

Printed Name, Title

Date

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 2

MINORITY BUSINESS ENTERPRISE PARTICIPATION SCHEDULE

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

TO Prime Contractor (Firm Name, Address, Phone)	Task Order Description
Task Order Agreement Number J02B2400017	
List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	

USE ATTACHMENT D-2 CONTINUATION PAGE AS NEEDED

SUMMARY

TOTAL MBE PARTICIPATION:	_____ %
TOTAL WOMAN-OWNED MBE PARTICIPATION:	_____ %
TOTAL AFRICAN AMERICAN-OWNED MBE PARTICIPATION:	_____ %

Document Prepared By: (please print or type)

Name: _____ Title: _____

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 2

MINORITY BUSINESS ENTERPRISE PARTICIPATION SCHEDULE (CONTINUED)

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

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 3

OUTREACH EFFORTS COMPLIANCE STATEMENT

In conjunction with the bid or offer submitted in response to TORFP # J02B2400017, I state the following:

1. Offeror identified opportunities to subcontract in these specific work categories:

2. Attached to this form are copies of written solicitations (with bidding instructions) used to solicit certified MBEs for these subcontract opportunities.

3. Offeror made the following attempts to contact personally the solicited MBEs:

4. Offeror assisted MBEs to fulfill or to seek waiver of bonding requirements.

(DESCRIBE EFFORTS)

 This project does not involve bonding requirements.

5. Offeror did/did not attend the pre-proposal conference

 No pre-proposal conference was held.

Offeror Name

By: _____
Name

Address

Title

Date

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

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 4

SUBCONTRACTOR PROJECT PARTICIPATION STATEMENT

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

Provided that _____ is awarded the TO Agreement in
(Prime TO Contractor Name)

conjunction with TORFP No. J02B2400017, it and _____,
(Subcontractor Name)

MDOT Certification No. _____, intend to enter into a contract by which the subcontractor shall:

(Describe work to be performed by MBE):

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

By:

By:

Prime Contractor Signature

Subcontractor Signature

Name

Name

Title

Title

Date

Date

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

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 5

MINORITY BUSINESS ENTERPRISE PARTICIPATION TO CONTRACTOR PAID/UNPAID INVOICE REPORT

Report #: _____ Reporting Period (Month/Year): _____ Report is due by the 15th of the following month.	CATS II TORFP #J02B2400017 Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____
--	--

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

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

Return one copy of this form to the following address:

Morteza Tadayon, Division Chief Office of Planning & Preliminary Engineering State Highway Administration 707 N. Calvert Street, C-503 Baltimore, MD 21202 Email: Mtadayon@sha.state.md.us)	Earle Beale, D/MBE Manager Office of Equal Opportunity Maryland State Highway Administration 211 E. Madison Street, MLL3 Baltimore, MD 21202 ebeale@sha.state.md.us
--	--

Signature: _____ Date: _____

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 6

MINORITY BUSINESS ENTERPRISE PARTICIPATION SUBCONTRACTOR PAID/UNPAID INVOICE REPORT

Report #: _____ Reporting Period (Month/Year): __/_____ Report Due By the 15th of the following Month.	CATS II TORFP #J02B2400017 Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____	
MBE Subcontractor Name: _____		
MDOT Certification #: _____		
Contact Person: _____		
Address: _____		
City: _____	State: _____	ZIP: _____
Phone: _____	FAX: _____	
Subcontractor Services Provided: _____		
List all payments received from Prime TO Contractor during reporting period indicated above. 1. _____ 2. _____ 3. _____ Total Dollars Paid: \$ _____	List dates and amounts of any unpaid invoices over 30 days old. 1. _____ 2. _____ 3. _____ Total Dollars Unpaid: \$ _____	
Prime TO Contractor: _____		Contact Person: _____

Return one copy of this form to the following address:

Morteza Tadayon, Division Chief Office of Planning & Preliminary Engineering State Highway Administration 707 N. Calvert Street, C-503 Baltimore, MD 21202 Email: Mtadayon@sha.state.md.us	Earle Beale, D/MBE Manager Office of Equal Opportunity Maryland State Highway Administration 211 E. Madison Street, MLL3 Baltimore, MD 21202 ebeale@sha.state.md.us
---	--

Signature: _____ Date: _____

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

ATTACHMENT 3 – TASK ORDER AGREEMENT

CATS II TORFP# J02B2400017 OF MASTER CONTRACT #060B9800035

This Task Order Agreement (“TO Agreement”) is made this **day** of **Month**, 20__ by and between **Task Order Contractor (TO Contractor)** and the STATE OF MARYLAND, SHA Office of Planning and Preliminary Engineering.

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 SHA Office of Planning and Preliminary Engineering, as identified in the CATS II TORFP # J02B2400017.
 - b. “CATS II TORFP” means the Task Order Request for Proposals # J02B2400017, dated **MONTH DAY, YEAR**, including any addenda.
 - c. “Master Contract” means the CATS II Master Contract between the Maryland Department of Information Technology and **TO Contractor** dated June 1, 2009.
 - d. “TO Procurement Officer” means Bryan Walker. 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 SHA Office of Planning and Preliminary Engineering and **TO Contractor**.
 - f. “TO Contractor” means the CATS II Master Contractor awarded this TO Agreement, whose principal business address is _____.
 - g. “TO Manager” means Morteza Tadayon 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 supercede 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 _____, 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 _____. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices must be submitted to the **Agency TO Manager unless otherwise specified herein**.

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

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

TO Contractor Name

By: Type or Print TO Contractor POC

Date

Witness: _____

STATE OF MARYLAND, Maryland Department of Transportation, State Highway Administration

By: Thomas Hickey, Director of
Office of Procurement

Date

Witness: _____

ATTACHMENT 4 – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

- A) "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.
- B) "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a bidder, Offeror, Contractor, consultant, or subcontractor or subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.
- C) The bidder or Offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.
- D) The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail—attach additional sheets if necessary):
- E) The bidder or Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or Offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or Offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

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

Date: _____ By: _____

(Authorized Representative and Affiant)

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 5 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY

INSTRUCTIONS:

1. Master Contractors must comply with all personnel requirements under the Master Contract RFP 060B9800035.
2. Only labor categories proposed in the Master Contractors Financial 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. This 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 three months experience, you must provide the dates from and to showing an amount of time that equals or exceeds mandatory time requirement; in this case, three months.

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

ATTACHMENT 5 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY (CONTINUED)

Proposed Individual’s Name/Company:	How does the proposed individual meet each requirement?
LABOR CLASSIFICATION TITLE – (MUST INSERT LABOR CATEGORY NAME)	
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.) (MM/YY-MM/YY)	
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 TECHNICAL PROPOSAL
SIGNATURE REQUIRED AT THE TIME OF THE INTERVIEW

ATTACHMENT 6 – DIRECTIONS

TO THE PRE-TO PROPOSAL CONFERENCE

Driving directions for MDOT Headquarters

7201 Corporate Center Dr.

Hanover, Md. 21076

Due to Space Limitations and the potential for a large number of TO Contractors attending, please limit attendance to one (1) person from each prime interested in submitting a proposal.

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 – NOTICE TO PROCEED

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS II Task Order Agreement #J02B2400017

Dear TO Contractor Contact:

This letter is your official Notice to Proceed as of Month Day, Year, for the above-referenced Task Order Agreement. Morteza Tadayon of the SHA Office of Planning and Preliminary Engineering will serve as your contact person on this Task Order. Morteza Tadayon can be reached at 410-545-5580 and Mtadayon@sha.state.md.us.

Enclosed is an original, fully executed Task Order Agreement and purchase order.

Sincerely,

Morteza Tadayon
Task Order Manager

Enclosures (2)

cc: Bryan Walker, Procurement Officer
Procurement Liaison Office, Department of Information Technology
Project Management Office, Department of Information Technology

ATTACHMENT 8 – AGENCY RECEIPT OF DELIVERABLE FORM

I acknowledge receipt of the following:

TORFP Title: OPPE IT Application Business Services

TO Agreement Number: #J02B2400017

Title of Deliverable: _____

TORFP Reference Section # _____

Deliverable Reference ID # _____

Name of TO Manager: Morteza Tadayon

TO Manager Signature

Date Signed

Name of TO Contractor's Project Manager: _____

TO Contractor's Project Manager Signature

Date Signed

SUBMIT AS REQUIRED IN SECTION 2.7.1 OF THE TORFP.

ATTACHMENT 9 – AGENCY ACCEPTANCE OF DELIVERABLE FORM

Agency Name: SHA Office of Planning and Preliminary Engineering

TORFP Title: OPPE IT Application Business Services

TO Manager: Morteza Tadayon, 410-545-5580

To:

The following deliverable, as required by TO Agreement #J02B2400017, has been received and reviewed in accordance with the TORFP.

Title of deliverable: _____

TORFP Contract Reference Number: Section # _____

Deliverable Reference ID # _____

This deliverable:

Is accepted as delivered.

Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

TO Manager Signature

Date Signed

ISSUED BY THE TO MANAGER AS REQUIRED IN SECTION 2.7.1 OF THE TORFP.

ATTACHMENT 10 – 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 #J02B2400017 for OPPE IT Application Business Services . 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 described above, the OFFEROR agrees as follows:

1. OFFEROR will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received under Section 1.7, 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, SHA Office of Planning and Preliminary Engineering on or before the due date for Proposals.
4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State’s rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR’S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.
5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys’ fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
6. This Agreement shall be governed by the laws of the State of Maryland.
7. OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than \$20,000 and/or imprisonment not exceeding 5 years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.
8. The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

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

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

ATTACHMENT 11 – 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 SHA Office of Planning and Preliminary Engineering (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 OPPE IT Application Business Services TORFP No. J02B2400017 dated _____, (the “TORFP”) issued under the Consulting and Technical Services 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.

TO Contractor/TO Contractor's Personnel:

SHA Office of Planning and Preliminary Engineering:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

EXHIBIT A

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

Printed Name and Address
of Employee or Agent

Signature

Date

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

ATTACHMENT 12 – 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	
<p>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.)</p>	
<p>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) _____</p>	
<p>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) _____</p>	
Section 2 – Task Orders with Invoices Linked to Time, Labor Rates and Materials	
<p>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) _____</p>	
<p>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) _____</p>	
<p>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) _____</p>	
Section 3 – Substitution of Personnel	

<p>A) Has there been any substitution of personnel? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, skip to Section 4.)</p>
<p>B) Did the Master Contractor request each personnel substitution in writing? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____</p>
<p>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) _____</p>
<p>D) Was the substitute approved by the agency in writing? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____</p>
<p>Section 4 – MBE Participation</p>
<p>A) What is the MBE goal as a percentage of the TO value? (If there is no MBE goal, skip to Section 5) _____ %</p>
<p>B) Are MBE reports D-5 and D-6 submitted monthly? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____</p>
<p>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 subcontractor; \$10,000 was paid to date on the TO; the MBE percentage is 30% (3,000 ÷ 10,000 = 0.30))</p>
<p>D) Is this consistent with the planned MBE percentage at this stage of the project? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____</p>
<p>E) Has the Master Contractor expressed difficulty with meeting the MBE goal? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>(If yes, explain the circumstances and any planned corrective actions) _____</p>
<p>Section 5 – TO Change Management</p>
<p>A) Is there a written change management procedure applicable to this TO? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____</p>
<p>B) Does the change management procedure include the following?</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/> Sections for change description, justification, and sign-off</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/> Sections for impact on cost, scope, schedule, risk and quality (i.e., the impact of change on satisfying TO requirements)</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/> A formal group charged with reviewing / approving / declining changes (e.g., change control board, steering committee, or management team)</p>
<p>C) Have any change orders been executed? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>(If yes, explain expected or actual impact on TO cost, scope, schedule, risk and quality) _____</p>

D) Is the change management procedure being followed?

Yes No (If no, explain why) _____

ATTACHMENT 13 – 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 14 – Sample Status Report

SHA OPPE IT Application Business Services Task Order

Week Ending:	Date:
Report Prepared by:	Task Number: J02B2400017
TO Contractor:	
Task Name: SHA OPPE IT Application Business Services	

Name	Labor Category	Hours Expended for the Week	Cumulative Hours Expended

ACTIVITIES COMPLETED:

Resource 1 Name:

Project 1 or Task 1: (Hours spent)

- Subtasks of project or task.

Project 2 or Task 2: (Hours spent)

- Subtasks of project or task.

Resource 2 Name:

Project 1 or Task 1: (Hours spent)

- Subtasks of project or task.

Project 2 or Task 2: (Hours spent)

- Subtasks of project or task.

ACTIVITIES IN PROGRESS:

Resource 1 Name:

- Activity

Resource 2 Name:

- Activity

NEXT WEEK'S PLANNED ACTIVITIES:

Resource 1 Name:

- Activity

Resource 2 Name:

- Activity

ACTIVITIES ON HOLD/ISSUES:

Resource 1 Name:

- Activity / Issue

Resource 2 Name:

- Activity / Issue

ACTIVITIES REQUIRING OVERTIME AND TIME USED:

Resource	Date	Hours	Comments

ACTION ITEMS:

Resource	Item	Status	Comments

Attachment 15 – Sample Work Order

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