



**CONSULTING AND TECHNICAL SERVICES II (CATS II)
TASK ORDER REQUEST FOR PROPOSALS (TORFP)
VIRTUAL WEIGH STATION (VWS) PROJECT**

CATS II TORFP # J02B9200076

**MARYLAND DEPARTMENT OF TRANSPORTATION
STATE HIGHWAY ADMINISTRATION**

ISSUE DATE: NOVEMBER 5, 2010

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KEY INFORMATION SUMMARY SHEET

This Consulting and Technical Services II (CATS II) Task Order Request for Proposals (TORFP) is issued to obtain the services necessary to satisfy the requirements defined in Section 2 - Scope of Work. All CATS II Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. Master Contractors choosing not to submit a proposal must submit a Master Contractor Feedback form. The form is accessible via, your CATS II Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu. In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS II RFP issued by the Maryland Department of Information Technology and subsequent Master Contract Project Number 060B9800035, including any amendments.

TORFP Title:	Virtual Weigh Station (VWS) Project
Functional Area:	Functional Area 8 – Application Service Provider
TORFP Issue Date:	November 5, 2010
Closing Date and Time:	December 28, 2010 at 2:00 PM
TORFP Issuing Agency:	State Highway Administration, Office of Traffic and Safety, Motor Carrier Division
Send Questions and Proposals to:	MDOT Contracts Manager – Barbara Ryer bryer@mdot.state.md.us
TO Procurement Officer:	Barbara Ryer, Senior Procurement Officer, MDOT Office Phone Number: 410-865-1129
TO Manager:	Dave Czorapinski, Chief, SHA-MCD Office Phone Number: 410-582-5732 Office FAX Number: 410-787-2863
TO Project Number:	J02B0400076
TO Type:	Fixed price
Period of Performance:	Approximately Twenty-seven (27) months
DBE Goal:	10 percent
Small Business Reserve (SBR):	No
Primary Place of Performance:	State Highway Administration, Motor Carrier Division, 7491 Connelley Drive, Hanover, MD 21076.
TO Pre-proposal Conference:	State Highway Administration, Motor Carrier Division, 7491 Connelley Drive, Hanover, MD 21076. November 15, 2010- 12 – 2PM See Attachment 6 for directions.

SECTION 1 - ADMINISTRATIVE INFORMATION

1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT

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

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

1.2 TO AGREEMENT

Based upon an evaluation of TO Proposal responses, a Master Contractor will be selected to conduct the work defined in Section 2 - Scope of Work. A specific TOA, Attachment 3, will then be entered into between the State and the selected Master Contractor, which will bind the selected Master Contractor (TO Contractor) to the contents of its TO Proposal, including the price proposal.

1.3 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the date and exact time stated in the Key Information Summary Sheet above. The date and time of submission is determined by the date and time of arrival in the TO Procurement Officer's e-mail box. The TO Proposal is to be submitted via e-mail as two attachments in MS Word format. The "subject" line in the e-mail submission shall state the TORFP # J02B9200076. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS II TORFP # J02B9200076 Technical". The second file will be the financial response to this CATS II TORFP and titled, "CATS II TORFP # J02B9200076 Financial". The following proposal documents must be submitted with required signatures as .PDF files with signatures clearly visible:

- Attachment 1 – Price Proposal
- Attachment 2 – DBE Forms D-1 and D-2
- Attachment 4 - Conflict of Interest and Disclosure Affidavit
- Attachment 10- Non Disclosure Agreement
- Attachment 13 – Living Wage Affidavit of Agreement

1.4 ORAL PRESENTATIONS/INTERVIEWS

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

1.5 MINORITY BUSINESS ENTERPRISE (DBE)

A Master Contractor that responds to this TORFP shall complete, sign, and submit all required DBE documentation (Attachment 2 - Forms D-1 and D-2) at the time it submits its TO Proposal. **Failure of the Master Contractor to complete, sign, and submit all required DBE documentation at the time it submits its TO Proposal will result in the State's rejection of the Master Contractor's TO Proposal.**

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 should be aware that the State Ethics Law, State Government Article, §15-508, might limit the selected Master Contractor's ability to participate in future related procurements, depending upon specific circumstances.

1.7 NON-DISCLOSURE AGREEMENT

Certain system documentation may be available for potential Offerors to review at a reading room at State Highway Administration, Motor Carrier Division, 7491 Connelley Drive, Hanover, MD 21076. 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 Procurement Officer 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

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 Maryland Department of Transportation is issuing this CATS II TORFP for State Highway Administration, Motor Carrier Division to acquire, install, test, and maintain Virtual Weigh Station systems at the four (4) locations listed in Attachment 15. Virtual Weigh Stations (VWS) are becoming a key component of many states' roadside commercial vehicle enforcement programs. Depending on their design, VWS sites use roadside technologies to support enforcement of truck size and weight regulations, as well as commercial vehicle safety and credentialing regulations. These systems will expand the geographic scope and effectiveness of Maryland's truck size and weight enforcement program by monitoring and screening commercial vehicles on routes that bypass fixed inspection stations, as well as in heavily populated urban or geographically remote locations where it may be difficult to deploy enforcement personnel. Data from VWS sites also can effectively target enforcement resources on roadways where overweight trucks are known or are suspected to operate.

The VWS can help monitor statewide compliance rates and provide a deterrent to Commercial Motor Vehicles (CMVs) that use bypass routes for the purposes of violating state weight and safety regulations. Occasional and habitual offenders can be identified remotely and pulled over for targeted inspections. It is expected that this weight and height pre-screening approach will also provide advantages over a traditional random selection approach by providing law enforcement officers the necessary information to make an informed decision about additional inspection for a targeted CMV. The system shall be based on existing proven commercial, off-the-shelf (COTS) technology and customized, web-enabled COTS software. It shall provide a standard graphical user interface that is easy to use by law enforcement personnel monitoring VWS-enabled bypass routes in the state. It shall also provide a means to push data, in real-time, to a 3rd-party remote system (University of Maryland, Regional Integrated Transportation Information System, [RITIS], required data format available upon request) either through database replication, web services, or some other data synchronization method.

2.2 REQUESTING AGENCY BACKGROUND

The Maryland State Highway Administration is the State agency responsible for highway safety programs and highway preservation. Intelligent Transportation Systems (ITS) utilize technology to increase roadway safety, reduce motorist delays and air pollution, and improve the overall productivity of commercial vehicle operations. The Motor Carrier Division is tasked with supporting truck and bus safety programs, the hauling permits program, weigh station facilities, Commercial Vehicle Information Systems and Networks (CVISN) and technical support. The CVISN program is coordinating the statewide deployment of specific new ITS capabilities in three areas: 1) Safety Information Exchange; 2) Credentials Administration; 3) Electronic Screening.

CVISN is a nationwide program managed by Federal Motor Carrier Safety Administration (FMCSA) designed to:

- Improve safety and productivity of motor carriers, commercial vehicles and their drivers
- Improve efficiency and effectiveness of commercial vehicle safety programs through targeted enforcement
- Improve commercial vehicle data sharing within states and between states and FMCSA
- Reduce Federal/State and industry regulatory and administrative costs

CVISN Deployment: The program shall advance the technological capability and promote the deployment of intelligent transportation system applications for commercial vehicle operations, including commercial vehicle, commercial driver, and carrier-specific information systems and networks.

2.3 ROLES AND RESPONSIBILITIES

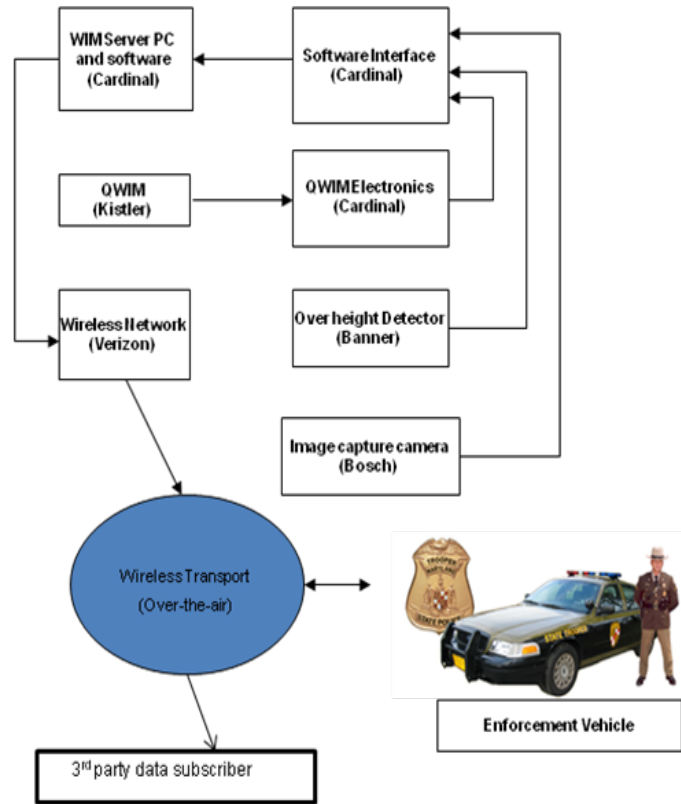
The TO Manager, Systems Architect, and SHA assigned engineers and inspector(s) shall have the overall responsibility of reviewing and approving or coordinating agency approvals for all the submitted plans and design drawings, material datasheets, catalog cuts, construction and installation schedules, maintenance of traffic plans, testing and calibration, acceptance, and coordination of ongoing maintenance associated with the installed system at each site.

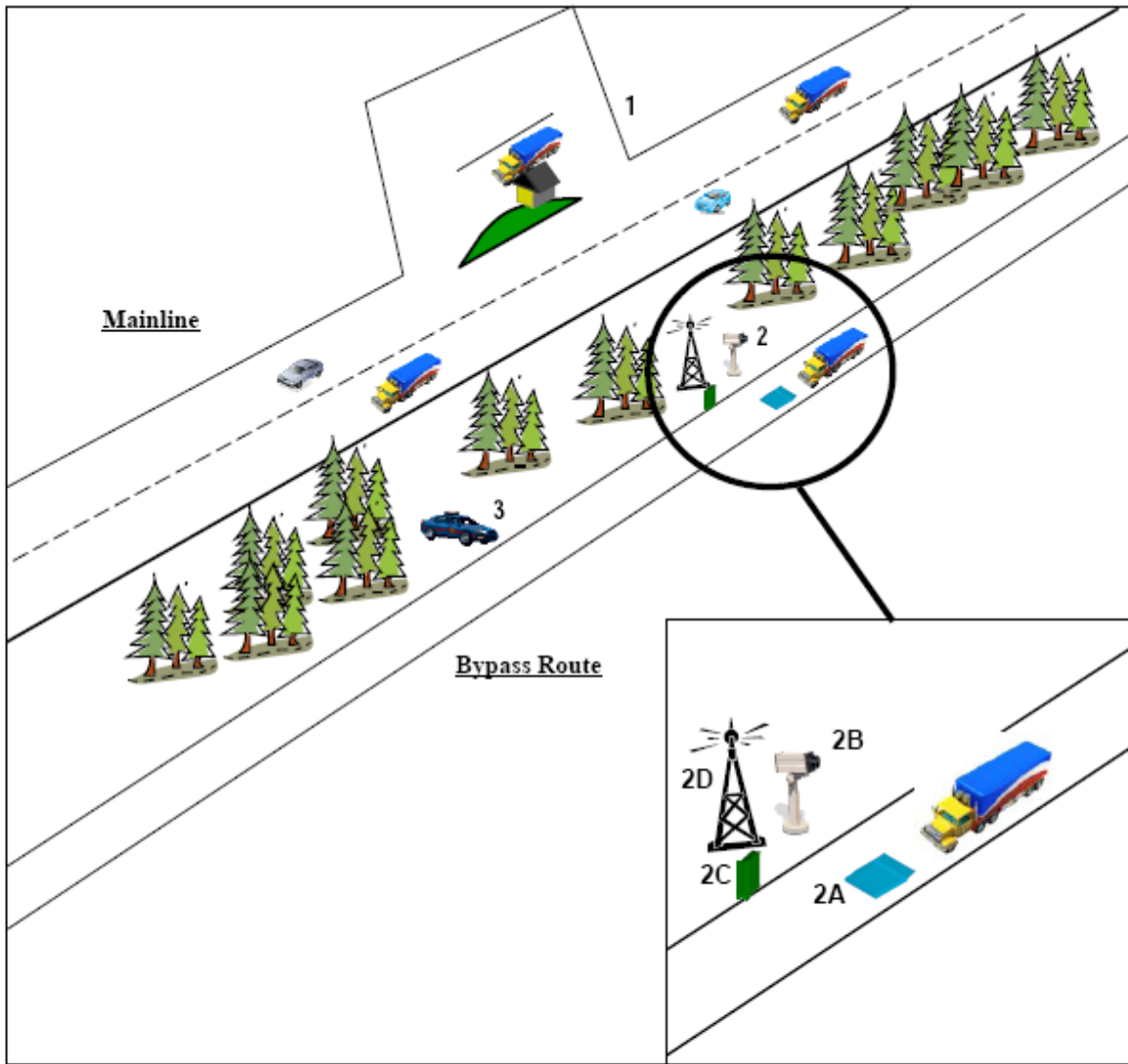
The TO Contractor shall be responsible for submitting and performing all the tasks associated with the required plans, design drawings, material datasheets, catalog cuts, construction and installation schedules, maintenance of traffic plans, testing and calibration, acceptance, and performing ongoing maintenance associated with the installed system at each site. In addition, the TO Contractor shall also be responsible for submission of permits, development of permit plans, right of way plans, environmental clearances, compliance with all local, State and federal regulations, submittals of directional boring plans, grounding plans, coordination with state and local utilities, providing as-built construction plans and related documentation, final inventory lists, etc. All non-breakaway devices shall be located outside the clear zone and/or located behind traffic barriers per AASHTO design guide. The TO Contractor shall also be responsible for coordinating the work of any third party value added resellers or subcontractors they choose to partner with to provide the necessary services as detailed under this TO.

2.4 REQUIREMENTS

High level layouts for a VWS are provided below. The concept of a VWS is very flexible (see Figures below). At a minimum, the VWS includes the following technologies: WIM scales, camera system, screening software and communication infrastructure. Mainline Weigh-in-Motion (WIM) scales (such as Quartz Sensors) are used as weight pre-screening tools, along with a loop and an over height detector for distinguishing CMVs from other vehicles. A high resolution, high shutter speed pole mounted camera is used to capture images of over weight or over height CMVs, and the information is collected in a roadside cabinet with the appropriate computer and communications hardware and software. The captured information includes the vehicle's image, axle, tandem, combination, bridge formula and gross weights, height, speed, date and timestamp, and a summary display of the violation conditions observed. These are core features. In addition, other custom features such as tailgating (following too close) and wrong direction can also be tailored to state or location specific requirements. An Infra-Red (IR) illuminator shall be used in conjunction with or without ambient site lighting to enhance image visibility at night time and in adverse weather conditions. A roving enforcement vehicle equipped with a laptop, an Internet browser and a broadband communications air card with any acceptable broadband communications technology to access the required information securely over the Internet would have timely access to this information to make informed decisions about pulling offenders over and conducting a more thorough inspection. Construction related activities related to infrastructure components to meet all Maryland state regulations are documented in Appendix 14.

High Level Diagram – Virtual Weigh Station





Legend

- 1. Fixed weigh station on mainline highway
- 2. Virtual weigh station deployed on bypass route
 - 2A. WIM scales
 - 2B. Camera system
 - 2C. Screening software
 - 2D. Communication system
- 3. Mobile enforcement unit deployed "downstream" from VWS

Note: Concept of Operations for Virtual Weigh Station, Final Report, prepared for the Federal Highway Administration, June 2009

The VWS system procurement shall include:

- A comprehensive system design proposal, including WIM sensor, loops, camera, poles, cabinets, a detailed electrical load calculation estimate for system power requirements, and all ancillary equipment siting surveys, design, layout, construction, maintenance of traffic, as-built plans, and comprehensive inventory list including quantities, model and serial numbers. A sample set of design plans and sample VWS layout are provided in Attachment 16.
- Procurement of all necessary components and materials for the entire turnkey system.
 - *Note: the only exceptions are listed under 2.4.2, Technical Requirements:*

- *Cellular Router – the broadband aircard recurring subscription shall be paid outside of the scope of this contract using existing state procurement vehicles.*
- *Metered Power Service – if service is not available at a VWS site, the power service shall be paid from a work allowance established under this contract upon the TO Contractor furnishing invoices from the local electric utility company indicating the scope and nature of services provided. TO Contractor shall be responsible for obtaining power only. The state shall be responsible for payment of all utility bills. See section 2.4.2, Metered Power Service.*
- Installation and construction of the entire system at all locations.
- Calibration using certified weight trucks, QA testing and acceptance testing of turnkey system at all locations.
- Training of required law enforcement, SHA operational, maintenance, system administration and system management staff (approximately 4-5 personnel per site).
- Provision of acceptable warranty terms for a period of one year after production acceptance of each site, including half yearly calibration (two calibrations during the warranty period) of the WIM sensor at each location and preventive maintenance on all COTs equipment, including the WIM cabinet to ensure performance in conformance with ASTM E1318-09.
- Option of acceptable extended warranty terms for a period of two years after the conclusion of the first year of system warranty. This option shall include half yearly calibration (four calibrations during the warranty period) of the WIM sensor at each location, and preventive maintenance on all COTs equipment, including the WIM cabinet.

2.4.1 FUNCTIONAL / BUSINESS REQUIREMENTS

The functional requirements for a typical VWS site are indicated below:

Weigh-In-Motion (WIM) sensor:

- The WIM shall be capable of performing load and length measurements accurately. Axle load, axle-group load, gross vehicle weight, distances between axles, tandem axles, and bridge groups shall be measured.
- The drift rate of measurements by the WIM system must be calibrated and tested to conform to ASTM E 1318-09 accuracy requirements for Type III WIMs. Once calibrated, the WIM system should meet the ASTM 1318-09 accuracy requirements for Type III WIMs over a six month period.
- The date and time of passage shall be indicated. Date and time shall be synchronized with Network Time Protocol (NTP servers) at a regular interval. Timestamps shall not drift more than two seconds in a given month.
- The vehicle record number (sequence number) shall be indicated.
- The speed of CMV passage shall be indicated.
- The vehicle class shall be indicated per the ASTM and FHWA assigned vehicle classes. Class, speed, weight and axle spacing data for all vehicle classes indicated by the ASTM and FHWA class tables shall be captured.
 - *Note: The following exceptions need to be tailored to the FHWA vehicle classes:*
 - 2 axle vehicles of class 3 or 5 that fall under 10,000 lbs. shall be captured for data collection and archival, but filtered from the output. Technically, all class 3 or 5 vehicles less than 10,000 lbs. are classified to class 2, since law enforcement is not interested in enforcement action for these vehicles.

- Any 3 axle vehicles shall not be filtered: Vehicles such as a small pickup towing a single axle trailer shall not be filtered. This rule set is configured specifically for law enforcement action, in order to screen vehicles with certain types of violations. Examples are unlicensed commercial operators that register the vehicle as a personal vehicle, and then use it for commercial purposes with no CDL or no DOT number, with a single axle trailer and equipment sitting on the trailer. Technically, all 3 axle vehicles less than 10,000 lbs. are classified to class 3.
- The type of violation shall be indicated as any violations occur – typical violations include over weight gross, over weight single axle, over weight tandems, unbalanced loads, bridge formula violations, wrong direction errors, too close, over speed, over acceleration. These violations shall be configurable and selectable for graphical user interface viewing.
- The user interface shall be configurable to receive data regarding every vehicle passage or a vehicle passage with violations. If a passage with violations needs to be observed, the threshold levels to define each violation shall be configurable.

Camera:

- The camera shall be capable of capturing every CMV passage or every CMV passage with violations.
- The camera features such as focus, zoom, and aim shall be configurable but fixed (PTZ capabilities are not desirable once aimed and fixed).
- Shutter speed, color enhancement, and monochrome/color switching modes shall be configurable.
- The camera shall be triggered every time a vehicle passes over the loop detector. Image capture shall be configurable with vehicle class and other configuration settings.
- CMV distinguishing features such as cab and trailer color and distinguishing characteristics such as company name, graphic logos, etc. and CMV profile shall be recognized from the captured image. The images shall be recognizable to law enforcement personnel and validated during system tests.
- CMV distinguishing features such as cab and trailer distinguishing characteristics such as company name, graphic logos, etc. under low light and CMV profile shall be recognized with limited light. Adverse conditions such as heavy rain and snow may not be considered. The images shall be recognizable to law enforcement personnel and validated during system tests.
- *Note: The camera and pole system shall have two additional inner duct conduits buried with additional cabling capability up to the WIM cabinet location entry point. Additional conduit is required to provision the addition of a License Plate Reader (LPR) camera and associated power for future expansion capability at each VWS site.*

Infra Red (IR) lamp:

- IR lamp(s) shall enhance image capture performance in the early morning and late night hours. The lamp(s) shall be configured to automatically turn off during daytime hours. Vehicles should be clearly illuminated and differentiated by visible truck profiles during nighttime hours for the officer to be able to make a determination of the truck profile and determination of logos and distinguishing features to the extent possible.
- IR lamp(s) of appropriate intensity shall be selected to illuminate the front and the side of each vehicle. This shall be determined by field conditions unique to each site. IR lamp(s) shall be solid state.

- *Note: Light enhancement utilizing fixed street luminaries is required at the camera and/or IR location to enhance the quality of night images. TO Contractor shall be responsible for assessing the suitability of existing roadway lighting, if present. Additional lighting shall be designed to complement existing roadway lighting in accordance with SHA standards.*

Over height detector:

- Any CMV with over height characteristics over a preset threshold shall be detected.
- Any CMV or other vehicles with heights complying with Maryland traffic laws shall not be detected.
- False-positives (such as birds, etc) shall not trigger the over height sensor. If an over height sensor spans multiple lanes, false positives shall be alleviated or eliminated to the extent possible. The TO Contractor shall need to demonstrate how this can be achieved.

Cellular router (for broadband communications to mobile laptops and other PC clients):

- The time latency from image and data transmission on the WIM server to image receipt on a law enforcement laptop, other PC client or 3rd party data subscriber shall be under five (5) seconds. The time latency requirement will need to be satisfied for a variety of captured images.
- Router access shall be controlled (secure) with username and password restrictions for administrative personnel only. In addition, the cellular router shall be configured to restrict distributed denial-of-service (DDOS) and other internet based attacks. Default security features on the router shall be enabled at a minimum.

WIM Server PC and WIM Reader Server Software:

- The client laptop with a broadband air card, or any client PC on a wireless or wired local or wide area network shall be able to login to the WIM Server PC via a cellular router pass-through with Microsoft Internet Explorer with username and password restrictions. Logins and all user interface capabilities shall be tested to work with multiple versions of Internet Explorer, (IE7, IE8, and any IE versions released during the period of performance of this contract). Administrative functions (such as weight and other violation threshold configurations, data archival etc.) shall have separate logins than regular user logins, with distinct administrative rights and privileges. A Verizon EVDO front-facing fixed IP address will be provided for the WIM Server PC once the cellular service for the router is provisioned using a state contract vehicle.
- PC Anywhere shall be installed on the WIM server PC to enable secure remote computer access for administrative and remote maintenance purposes.
- The server software shall be able to generate a variety of vehicle reports at the client PC. These will include, but are not limited to: a history and thumbnail images of the last ten (10) vehicles or last ten (10) vehicles with violations, vehicle violations by class over a user specified period, vehicle volumes by class and/or speed over a user specified period, vehicle detail report by vehicle ID or similar record, and weekly and/or monthly summaries of the same.
- Violation, non-violation, class, weight, volume, speed and other data, including image cleanup thresholds, shall be user configurable.
- At least three concurrent connections and/or open sessions shall be possible with the WIM server PC at any given time. One of these connections shall be a dedicated connection to the 3rd party data subscriber.

WIM Thin Client:

- The client Graphical User Interface (GUI) shall display thumbnail as well as larger vehicle images and data (speed, axle and gross weights, distance between axles, vehicle class and all violation data and messages - if any) of each vehicle transmitted from the server PC. These shall be configurable in US and metric (international) weight systems. Violations shall be highlighted in Red.
- The GUI shall be light weight, Java based, and consume minimal resources on the client laptop or PC. This is required to ensure that all law enforcement tools running on a client laptop or PC are not adversely affected for other law enforcement capabilities. A full screen capture of a client based browser session, including the vehicle image and all associated violation or non-violation data should be able to be saved for easy reference.
- The client application shall be browser based. It shall be able to support Internet Explorer v7.0, v8.0, and any new versions of IE released during the period of performance of this contract.
- The client application shall be compatible with Windows XP, Windows Vista, and Windows 7.
- The client application shall be configured for secure user access with usernames and passwords that are not transmitted in clear text. An SSL/TLS (security socket layer/transport layer security) protocol suite such as https shall be used to provide encryption and secure identification to the IP based application.
- *Note: it is understood that VWS data is not currently recognized in court under Maryland Vehicle Law; however, a printed record and/or screen shot of the transaction may be admissible for law enforcement to provide an understanding of why or how a vehicle stop was made.*

Conduits and Pull Boxes:

- All cables shall be in conduits required and specified by the Maryland Book of Standards and Maryland Standard Specifications for Construction and Materials, 2008 <http://www.sha.maryland.gov/index.aspx?pageid=44>. All pull boxes are to meet all general and special specifications listed under the Maryland Book of Standards. Grounding plans shall be provided with design submissions for each site. Duct seal shall be used to seal all conduits in the cabinets and in all junction boxes to avoid rodent and other infestation.
- All underground cable ducts shall be marked with marking flags above ground surface. All under road surface (bored) conduits shall be marked with marking tape over the road surface for future identification.

VWS System:

- The system shall be capable of running in unattended mode 24 x 7.
- The system shall be capable of recovering from loop detector and classifier errors (low speeds, rush hour backups, stop and go traffic, and similar events) automatically.
- The system should be modular and rack mountable in a standard Type 332 or equivalent WIM roadside cabinet with a NEMA 4x rating, with foundations as required under Maryland law. A rack mounted monitor, keyboard, and mouse are required at each site in order to allow local diagnostics of the entire system at the remote location, should this become necessary for unscheduled or planned field maintenance. All VWS system equipment should be appropriately ruggedized for temperature, humidity and dust.
- A local redundant hot-swappable backup of the entire operating system, software, firmware, and data should be enabled on the WIM server PC. This is to ensure that the system can be made fully functional in the field if the primary hard drive fails.

- An uninterrupted power supply with at least 15 minutes of backup power to the entire system will be required to support power interruptions, brownouts, and other power anomalies at each location.
- The system shall be capable of automatically starting up and resuming operation after a sustained power outage.
- All construction work, maintenance of traffic, notification of maintenance, and soil disturbance as well as soil and surface rehabilitation work shall be done in accordance with the Maryland Book of Standards (<http://www.marylandroads.com/Index.aspx?PageId=689&d=22>), the Maryland Standard Specifications for Construction and Materials, 2008 version (<http://www.marylandroads.com/Index.aspx?PageId=44>) and in accordance with all Maryland environmental laws. All of the general construction, design guideline, and related provisions applicable and required under this TO contract are listed in Appendix 14. Lightning protection shall be provided and installed at all outdoor locations, and all system components and equipment, per Maryland standards. All outdoor locations, system components and equipment shall be properly grounded.
- **NOTE - Site selection** – *State Highway Administration has provided potential TO Contractors a comprehensive list of locations and priorities where VWS systems are to be deployed in Maryland. Each TO Contractor shall perform their own site evaluations and conclusions to confirm or deny the feasibility of VWS installations for each site. SHA personnel can accompany the TO Contractor to the sites at mutually agreeable dates and times. If any site modifications are required, it is the TO Contractor’s responsibility to provide comprehensive technical, functional, and business reasons why such modifications may be required, and to provide a detailed cost escalation model for each site. These reasons, as well as any design and installation changes required for any individual site, shall be clearly documented and described in the Preliminary Design Review (PDR) and Critical Design Review (CDR) documents required as deliverables (see 2.5.2).*

2.4.2 TECHNICAL REQUIREMENTS

The technical requirements for the VWS are listed below:

VWS System:

- TO Contractor to provide detailed technical and functional deliverables that will include a comprehensive system description and operational characteristics for a fully integrated, turnkey VWS system, including all system sub components and materials. This should include details regarding secure, weather resistive and climate controlled roadside enclosures, cabinets, poles etc. for any and all equipment with appropriate concrete pads, foundations and other mounting hardware for local environmental and climate conditions.
- All construction work, maintenance of traffic, notification of maintenance, and soil disturbance as well as soil and surface rehabilitation work shall be done in accordance with the Maryland Book of Standards (<http://www.marylandroads.com/Index.aspx?PageId=689&d=22>), the Maryland Standard Specifications for Construction and Materials, 2008 version (<http://www.marylandroads.com/Index.aspx?PageId=44>) and in accordance with all Maryland environmental laws. All of the general construction, design guideline, and related provisions applicable and required under this TO contract are listed in Appendix 14. Lightning protection shall be provided and installed at all outdoor locations, and all system components and equipment, per Maryland standards. All outdoor locations, system components and equipment shall be properly grounded.
- **Existing pilot VWS integration:** SHA currently owns and operates an existing production VWS at Dayton, Maryland on Route 32, 200 feet southeast of the Triadelphia Road overpass. This VWS has been in operation since April 2009, and consists of a Kistler QWIM based system with loop detectors, over height detectors, camera, WIM PC, and vendor specific WIM electronics and software interface. For the purposes of this RFP submittal, the offeror shall evaluate the existing

system and propose any equipment retrofits to integrate this system with the four VWS sites being proposed in this proposal. The goal is to provide the same operational look and feel for all VWS locations in the state for operational ease of use by law enforcement. This proposal shall be a separate line item as part of the technical and financial proposal. SHA can provide potential bidders a field review of the existing VWS, as well as documentation related to the same, at the pre-bid conference if required.

WIM Sensor:

- *Note: The WIM sensor shall be equivalent in form, fit and function to the Kistler Quartz 9195 QWIM2 sensor (dual strip) for each installation with associated Kistler electronics, to maintain a standard infrastructure for all VWS installations. Other WIM sensors shall not be installed by the TO Contractor. The sensor shall be installed by Kistler certified installation personnel and shall be configured to weight average over two sensors in a standard configuration. In the event of a sensor failure, the sensor should be reconfigurable to provide weights and classification using a QWIM1 configuration (single strip).*
- Accuracy of load measurements - tested against measurements by certified portable scale (tolerance for 95% compliance, ASTM E 1318-09, Table 2).
 - Accuracy of Axle Load measurements: ±15%.
 - Accuracy of Axle-Group Load measurements: ±10%.
 - Accuracy of Gross Vehicle Weight measurements: ±6%.
 - *Note: Individual axle, gross weight, and height thresholds shall be set to applicable Maryland laws for passage over state roads.*
- Accuracy of length measurements (distance between axles) – tested against manual measurements (tolerance for 95% compliance).
 - Accuracy of length between first and last axle measurements: ±0.5ft.
- Accuracy of speed: ±1.0 mph.
- Accuracy of bridge formula calculation: ±10%.
 - FMCSA regulation §658.17 states that no vehicle or combination of vehicles shall be moved or operated on any interstate highway when the gross weight on two or more consecutive axles exceeds the limitations prescribed by the following formula:
$$w = \text{MROUND} \left(500 \left(\frac{l \cdot n}{n - 1} + 12n + 36 \right), 500 \right)$$

w = the maximum weight in pounds that can be carried on a group of two or more axles, l = spacing in feet between the outer axles of any two or more consecutive axles, n = number of axles being considered.
- *Note: Bridge formula test measurements need to be provided by the TO Contractor during WIM acceptance testing using manual weight and length measurements against inspection report information provided by law enforcement. There is no bridge formula accuracy requirement for a Type III WIM as defined in the ASTM standard.*
- Drift rate of measurements
 - Drift rate of weight load measurements over 6 weeks: ±2.5 %.
 - Drift rate of length measurements over 6 weeks: ±2.5 %.
- The percentage of misclassifications: < 5 %.

- The percentage of CMV passages that is not recorded by the WIM: < 5%.
- The WIM sensor(s) shall be installed in-ground with epoxy equivalent in form, fit, and function to Kistler 1000A1 epoxy, and associated Kistler charge amplifiers, cables and connection hardware. No substitutions shall be permitted.
- Loop detector(s) used in conjunction with the WIM layout shall have a minimum loop area of 6 feet x 6 feet with 45° angle cuts at the corners. The loop wire shall be single conductor, 14AWG, IMSA 51-5 compliant. Loop leads must be 2 conductor, 14AWG, in IMSA 50-2 cable. All saw cut loops shall be sealed with 3M-loop sealant. The TO Contractor needs to provide technical and functional justification (due to site conditions) if this layout needs to be modified.
- A comprehensive sensor calibration shall be performed by the TO Contractor after installation and before acceptance testing. This calibration shall include at least ten (10) passes by a certified weight truck passing over the sensor ten (10) miles below the speed limit and at the posted speed limit for the road under consideration. The results of these tests, along with the associated truck images for each pass, shall be provided to the SHA as a part of acceptance testing. These tests shall be carried out in conjunction with appropriate SHA personnel present.

Camera:

- *Note: The vehicle image capture night and day camera shall be equivalent in form, fit and function to the Bosch Dinion XF NWC-0495Day/Night IP camera to maintain a standard infrastructure for all VWS installations. The camera will need to be paired with the appropriate IP66/67 compliant, all weather enclosure with heater and blower as appropriate for local weather conditions. If a camera substitution needs to be made, the TO Contractor needs to provide technical, functional and business justification for this substitution.*
- The percentage of CMV passages captured by the camera: > 95%.
- The percentage of false alarms (The number of non-CMV images/The total number of captured images): < 5%.
- The percentage of images with CMV distinguishing features and CMV profile: > 95%.
- The percentage of images with CMV distinguishing features and CMV profile in limited light: > 95%.

Over height detector:

- *Note: The over height detector shall be equivalent in form, fit and function to the Banner Engineering over height detector with a passive reflector on the opposite side of roadway to maintain a standard infrastructure for all VWS installations, and to eliminate the costs for an additional underground bore and conduit for power and cable across road surfaces. If a detector substitution needs to be made, the TO Contractor needs to provide technical, functional and business justification to indicate all available rationale behind this substitution.*
- The percentage of misdetections or false detections: < 5%.

Cellular Router:

- *Note: The cellular router shall be equivalent in form, fit and function to the Proxicast Lancell2 cellular router with an external, pole mounted high gain antenna and a compatible Verizon Wireless EVDO air card and EVDO broadband service using a State of Maryland communications services contract. The paperwork for cell service justification needs to be made through the Office of Information Technology. SHA will assist in completing this justification form, procuring the necessary air card and provisioning the EVDO cell service with a static IP address for the remote VWS system. The cellular infrastructure will need to be installed by the selected TO Contractor and/or their contractor. The air card procurement and subsequent monthly recurring subscription*

cost is not part of this contract and will be coordinated separately with the TO Contractor and/or their contractor responsible for installing the cellular infrastructure.

- Maximum time latency between the WIM server PC and law enforcement laptop at the pull-off site: < 5 seconds.
- The percentage of images successfully transmitted to law enforcement laptops within 10 seconds: 100%.
- Proxycast features allowing direct TCP login on the WIM server using password authentication shall be enabled.
- Intrusion detection using Proxycast built-in scenarios and signatures shall be enabled at a minimum.
- 802.11 router access shall be turned off. Only the cellular interface and local access interfaces shall be turned on.

WIM server PC:

- *Note: The server PC shall be equivalent in form, fit and function to a rack or panel mounted SmallPC (www.smallpc.com) or Tangent PC (www.tangent.com) designed for external, environmentally rugged industrial applications.*
- TO Contractor shall provide complete technical and environmental specifications for WIM server PC and associated components mounted inside WIM cabinet. This subsystem will include a rack or shelf mounted monitor (15" minimum), a keyboard, and a mouse for local diagnostics and maintenance. This subsystem will also include a redundant hot-swappable hard disk to back up the operating system, application and other COTS software, the local database, etc. in the event of a primary disk failure for quick disk replacement in the field.
- *Note: The PC, router and other applicable devices shall be synchronized to the Network Time Protocol (NTP) periodically. The timestamp drift shall not exceed 2 seconds every month.*

Metered Power Service:

- TO Contractor shall assess each site to ensure that power service is available in the immediate vicinity. If power service is not available, the TO Contractor shall coordinate with the local electric utility company to install, provision, and turn on required metered power for the system. The cost for provisioning this power shall be included in the TORFP and detailed cost breakdowns shall be provided for provisioning power on a per-site basis, and shall be paid out of an allocated work allowance included in the TORFP as detailed below. If power service is available in the vicinity from a local, SHA metered electrical service delivery point, the TO Contractor shall work with the local electric utility to ensure the availability of sufficient capacity. A separate electrical disconnect shall be provisioned for the VWS system to ensure complete isolation of power between the VWS and other existing SHA provisioned systems at the site.
- **Work Allowance for power delivery:** This TORFP contains a fixed allocation amount for metered power delivery to each site, should power service not be available as mentioned above. This allowance is for the exclusive use of SHA. The TO Contractor shall provide a firm work estimate and cost breakdown for power delivery. This work estimate should be provided to the TO Contractor by the power delivery company. No contract markups will be allowed for this provision. Work shall not commence on power provisioning, nor any materials purchased, prior to SHA approval in writing. The TO Contractor shall invoice the SHA separately for power delivery. The work allowance will be paid out to the TO Contractor only upon furnishing invoices directly from the local power delivery company for services performed, that are related to power provisioning and delivery only at each site. All unused money remaining in this work allowance shall be deleted from the contract at contract close out.

System requirements

ID #	Technical Requirements	Associated Deliverable ID # (From section 2.5.2 below):
2.4.2.1	WIM Sensor(s), loops and associated equipment	2.5.2.4
2.4.2.2	Camera(s)	2.5.2.4
2.4.2.3	IR Lamp(s)	2.5.2.4
2.4.2.4	Over height detector	2.5.2.4
2.4.2.5	Cellular router + air card	2.5.2.4
2.4.2.6	WIM server and associated equipment in WIM cabinet	2.5.2.4
2.4.2.7	WIM client and associated applications, databases	2.5.2.4
2.4.2.8	VWS System	2.5.2.6

2.4.3 NON-FUNCTIONAL, NON-TECHNICAL REQUIREMENTS

Project Approach:

- The TO Contractor shall be responsible for the installation of all equipment furnished under this contract. The TO Contractor shall provide on-site field engineering to supervise, and technicians to perform the installation. All work shall be performed in a manner adapted to local conditions and best calculated to promote quality installation, to secure safety to life, person, and property, to assure a safe and continuous operation of the roadway under consideration, and to reduce to a minimum any interference with the public and with other contractors in or about the property. The TO Contractor shall provide preliminary documentation at CDR on installation practices, tests, and quality control procedures of each component of the VWS system. The TO Contractor shall provide final documentation on the results of the application of these installation practices, tests, and quality control procedures after completion of the installation at each site.

Equipment Deliverables:

- Delivery point: The component equipment deliverables of the VWS system shall be shipped, carriage, insurance and freight pre-paid (CIF) destination, to each site at the expense of the TO Contractor.
- Insurance on all deliverables (if required by the contractor) shall be maintained until such time as the deliverables have been safely and appropriately delivered to SHA, and title/ownership has passed to SHA.
- SHA will assume no responsibility for the safe-keeping of deliverables at SHA premises. The TO Contractor may, at their option, provide a secure trailer for the temporary storage of equipment deliverables.

Installation:

- Equipment shall only be installed in accordance with installation plans that have been previously approved by SHA. Installation shall not commence until appropriate installation plans have been reviewed and approved by SHA. The TO Contractor shall provide all mounting hardware, cables, plugs, and accessories and all incidentals necessary to complete the work.
- Site availability for equipment installation - SHA will make its best endeavor to have sites available for installation, however SHA shall not be held responsible for any necessary or unforeseen unavailability of sites.
- Each VWS installation shall be planned such that the minimum disruption of service shall occur to SHA operations. The installation plan shall consist of four steps: development of an installation

plan and schedule, a description and plans of the work to be accomplished, approval by SHA, and accomplishment of the equipment installation.

- The TO Contractor shall review each site to establish equipment requirements, cable paths and layouts, mounting details, modification requirements, and any other particular site requirements such that all necessary information is gathered for each installation site.
- The TO Contractor shall develop the detailed Site Installation Plan(s), and installation drawings for each site as part of CDR for each site (sample submissions provided in attachment). These plans shall include equipment layout drawings and elevations, equipment material, specification and catalog sheets. The TO Contractor shall also provide a preliminary structured schedule showing proposed major and minor milestone accomplishment and projected dates for these accomplishments. These plans and schedules shall be submitted to SHA at least thirty (30) days prior to the commencement of any installation.
- The TO Contractor shall assign a project manager to facilitate and oversee the entire project. The Project Manager shall be the primary contact for SHA for all items concerning the installation, construction, testing, acceptance and production phases of the project. The TO Contractor must certify that this Project Manager has the authority to make significant and critical decisions relevant to the project and has management access to resolve problems beyond their direct authority.
- The Project Manager must be on site during critical points of each VWS site installation.
- SHA shall grant approval to each Site Installation Plan within thirty (30) working days of receipt of each Plan.
- The TO Contractor shall not commence any installation work at any site until written notice has been received of SHA approval of each specific Site Installation Plan.
- Each installation shall be accomplished in accordance with the relevant Site Installation Plan. Any deviations or changes to each relevant Site Installation Plan shall be coordinated with SHA and agreed to by SHA in writing. Prior to any construction, TO Contractor shall verify that all permits are in place (environmental approvals, ROW approvals, lane closure and TCP permits, etc) and existing utilities have been properly located and marked. The TO Contractor shall be responsible for repairing and/or replacing any existing utilities that have been damaged or disrupted during the installation.
- Equipment installation shall be done in a professional and workmanlike manner and in accordance with all applicable Maryland codes and standards and good engineering practices.
- All equipment racks and cabinets, and individual equipment shall be properly grounded. In this connection, the TO Contractor is to take special note of the presence of high ground currents in the vicinity of energized rail tracks and similar ground operating conditions, and take appropriate steps to avoid ground loops and consequent equipment damage.
- All underground cable ducts shall be marked with marking flags. All under road surface (bored) conduits shall be marked with marking tape over the road surface for future identification.
- All main equipment racks shall be connected to suitable breaker panels. All electrical wiring and connections shall be properly made and installed, and properly terminated.
- The TO Contractor shall provide electrical drawings that indicate the locations of each component of the VWS system, location of wiring runs, conduit and interconnect points, and other pertinent details, including the submission of a ground plan for each location. Loose wiring or wiring not properly contained in a trough, conduit or raceway shall not be acceptable.
- The TO Contractor shall conduct the installation of equipment such as to ensure the minimum of disruption to SHA operations. Lane closures shall be accomplished with traffic control provisions provided in Attachment 14 for each location. SHA shall be given at least 72 hours notice of the time and duration of the proposed MOT and any and all lane closures. Detailed traffic control plans shall be obtained from the District traffic office for each location. In no circumstances shall any SHA equipment be placed out of service without prior written permission. from SHA. Work shall be coordinated with the appropriate SHA and District or County entity

- When proposed changes are initiated or delays are expected to occur, the Project Manager will be expected to communicate these changes and/or delays to SHA in writing, along with an estimated schedule impact, schedule revision and remediation steps, if any.
- The TO Contractor shall provide an 'as built' equipment, software and hardware check list for each individual VWS site that lists all components installed, removed, and/or modified at each site. For each component, the model, type, and serial numbers shall be provided as appropriate. The check list shall also show progress and completion of all tests and appropriate acceptance signature blocks. The satisfactory accomplishment of this check list shall be an inherent part of the quality control process. The data of production acceptance of the completed, 'as built' check list by SHA for a particular site shall act as the production cutover date to begin beneficial use of that site. This date shall determine the commencement of the first year of system maintenance and warranty for that site.

Equipment power on, calibration, and pre-production/quality assurance acceptance tests:

- This SOW requires the completion of all work to the satisfaction of SHA. The TO Contractor shall carry out all those tests required to demonstrate compliance with this SOW and that the VWS system is fully operational in all respects. As required, the TO Contractor shall provide an overall Acceptance Test Plan and WIM Calibration Test Plan at the time of CDR, and individual Acceptance Test Procedures (ATP) for individual components of the system at least thirty (30) days prior to the test date(s). After SHA approval, these ATP tests shall be conducted in conjunction with SHA inspection personnel and the results documented. Once the entire VWS system is installed and operational, On-Line Demonstration and Production Testing shall be conducted in conjunction with local law enforcement (designated users and operators of the system) at each site. After the completion of all tests, and the delivery of all contract deliverables, Final Acceptance shall occur.
- Equipment and subsystem component power on and associated testing shall be accomplished by the TO Contractor after the system is installed. As equipment is brought on line, SHA and associated inspection personnel shall be kept updated about progress and next steps in the acceptance testing process.
- The TO Contractor shall be responsible for initial setup, data loads, configuration and modification of the system in accordance with the requirement for a complete turn-key system. The TO Contractor is fully responsible for installing a fully operational system at the contract price.
- WIM calibration and testing with certified weight truck(s) shall be observed and accepted by SHA engineers and/or their designated personnel. There shall be no exceptions to this requirement.
- Repair of damage: The TO Contractor shall be responsible for the installation of all equipment, systems, and parts thereof. Any damage caused by the TO Contractor shall be reported immediately to SHA, and damage so caused shall be repaired by the TO Contractor at the expense of the Contractor. If the TO Contractor fails to repair the damage within 30 days of its occurrence, SHA may seek to undertake the repairs and withhold such moneys from any balance due and/or seek reimbursement to cover the repair costs.
- Training – The TO Contractor shall provide real-time on-site training for SHA and law enforcement personnel on the use, operation and routine maintenance of the VWS system prior to the start of on-line demonstration testing. This training shall provide an overview and 'hands-on' training on VWS usage, result interpretation, general usage guidelines and requirements, data retrieval and reporting capabilities, and customized report (if any) generation. The class size at each site will be approximately 4-5 personnel. A training manual shall be provided, hard copy as well as electronic (PDF) for future use. Law enforcement agencies participating in training shall furnish their own broadband enabled laptops for training; the TO Contractor shall be responsible for their own laptop and related equipment to conduct the training.
- On-line demonstration testing – this testing is to be performed along with local law enforcement personnel prior to the commencement of the three week testing and acceptance period. The purpose of this testing is to provide definitive proof that the VWS system is providing the necessary

functionality at the accuracy and quality listed in Sections 2.4.1 and 2.4.2, and that the system is capable of meeting the long-term reliability and performance requirements of this TORFP. Testing of all equipment and the system furnished and installed under this TORFP shall be conducted by, and be the responsibility of the Offeror. SHA reserves the right to perform any inspections and witness tests deemed necessary to ensure that the system performs to the specifications listed herein. At a minimum, the following tests shall be performed. The Offeror shall submit detailed test procedures to SHA for approval prior to any testing being performed and witnessed. Step-by-step procedures for site component and system installation and operation. The procedures shall be provided to SHA at least three weeks prior to the start of equipment and system testing for each site. These procedures shall contain :

- WIM performance under various CMV load, axle and speed configurations.
- Graphical User Interface (GUI) stability and functionality.
- GUI display performance for violation and alarm conditions as specified under operational configuration thresholds, and stability of GUI information, image, and alarm overlays.
- Daytime camera and image performance under continuous traffic conditions. Camera acceptance tests shall cover a consecutive 24 hour period with a 90% CMV profile recognition rate by law enforcement personnel, sunrise to sunset, and 75% CMV profile recognition rate by law enforcement personnel, sunset to sunrise.
- Nighttime camera and IR performance under continuous traffic conditions.
- System recovery (CVM controller/loop detector) under stop and go traffic conditions.
- Quality of images multicast to user laptops and/or PCs.
- Stability of application using all browsers and operating systems mentioned in 2.4.1, WIM Thin Client.
- System monitoring status and diagnostic capabilities using remote access tools (PC Anywhere) and remote reboot (example: iBoot) capabilities for hung applications and/or hardware.
- Verification of all reporting, data collection, and archival functions including backups.
- Three week acceptance testing period: Following the on-line demonstration testing, a three week production testing and acceptance period shall be observed. During this test the VWS system at each site shall operate normally, 24 hours a day, 7 days a week. SHA and law enforcement personnel shall operate the system during this period. During this production testing period, the system, as well as all of it's individual components shall operate with the specified level of functionality and reliability and shall operate to the satisfaction of SHA without unresolved, intermittent or sporadic (unplanned) failures. If the system fails to function properly for a period of three weeks, the three week acceptance period shall be repeated until the system is capable of performing uninterrupted.
- A final acceptance test report shall be provided by the TO Contractor for signature approvals to SHA at the end of the three week acceptance testing period. This report shall list all the tests performed, all the deliverables provided and approved, all hardware delivered (equipment list), all software delivered (source and object code and any/all COTS software licenses), user manuals, training manuals, and warranty delivery to SHA for the VWS site under test.

Post installation procedures, manuals, documentation, and training:

- After installation or modification, the TO Contractor shall ensure that the site is clean and free of any debris, trash, metal and other shavings, grease marks and any water logging. Each site will need to be restored to its original condition using seeding, mulching, removal of E&S devices, etc.
- The TO Contractor shall be responsible for installing, correcting, and updating any required software, databases and/or hardware provided by the Contractor. The TO Contractor shall work closely with SHA and other users to determine the scope and extent of any correctional work required to ensure complete and seamless integration in the provided system.
- Manuals and documentation - Manufacturer's standard datasheets and/or manuals shall be acceptable subject to SHA approval. Each manual must contain specific identification of product

by model and part number. Documentation and warranty information shall be provided for all system software, utilities, databases, licenses, and other packages used to develop, debug and load software. Maintenance and repair manuals shall provide sufficient information, including schematics, site specific layouts and modifications, test processes and procedures, cabling diagrams and parts lists to permit quick and efficient maintenance and repair by qualified personnel.

- Training manual – Provide a training manual to SHA personnel and law enforcement in all aspects of operation and maintenance of the system provided. Both printed and electronic (PDF) copies of the manual shall be made available for each site. After QA testing is completed at each site, training shall be provided by the TO Contractor to law enforcement personnel at each site during the pre-production phase for productive use of the site and application at a mutually acceptable date.
- If any spare parts and/or equipment are recommended for on-site storage for quick replacement of broken or malfunctioning equipment after the warranty period is complete, the TO Contractor shall provide a list of such parts with a complete cross reference, supplier source, and part unit price. The availability of replacement parts shall be guaranteed for a period of five (5) years from the time of VWS acceptance of each site. A written statement confirming this required availability shall be provided no later than thirty (30) days after system acceptance of each VWS site.

Warranty:

- The rights and remedies of SHA under this provision are not intended to be exclusive and shall not preclude the exercise of any other rights or remedies provided for in this SOW, and subsequent contract, or by law or otherwise.
- The TO Contractor shall warrant that all goods supplied, systems, equipment, designs, and work covered by this SOW and subsequent contract shall be satisfactory for its intended purpose, shall conform to and perform as called for in the Contract requirements specifications and shall be free from all defects and faulty materials and workmanship for a period of one (1) year after the date final acceptance of each VWS site. Any goods supplied, systems, equipment, designs, or work found to be defective within the time specified below shall be repaired, remedied, or replaced, hereinafter called “corrective work”, by the Contractor, free of all charges including transportation.
- The warranty period for all Contractor-provided goods supplied, systems, and equipment except spare parts, shall extend to twelve (12) months after Final Acceptance.
- The TO Contractor shall provide a copy of the warranty(s) with the response to this SOW, and provide the formal signed warranty(s) at least thirty (30) days prior to Final Acceptance.
- Notification and Corrective work - Except as specified below, SHA will give the TO Contractor a written notice of observed defects or failures with reasonable promptness. Unless otherwise directed in said notice, the TO Contractor shall commence corrective work at the time specified by SHA. SHA shall have the right, when practical and feasible, in its opinion, to the continued use of any such goods supplied, systems, equipment, and work deemed defective or unsatisfactory, until such can be taken out of service for performance of corrective work by the Contractor.
- In the event that a defect or failure, in the opinion of SHA, constitutes an emergency, which will jeopardize or impair service operation, then SHA will provide the TO Contractor both verbal and written notice thereof and the TO Contractor shall commence “corrective work” within three business days after receipt of such verbal or written notice. Nothing herein shall be construed as preventing SHA personnel from immediately commencing corrective work, with labor cost at the expense of SHA, provided all such corrective work is performed in accordance with the Operation and Maintenance manuals furnished by the Contractor. The TO Contractor shall reimburse SHA or make replacement (at the option of SHA) for any spare parts or materials required by SHA to perform any corrective work with which it must proceed. Such corrective work by SHA shall not be construed to invalidate the warranty provided by the TO Contractor and other provision herein contained in this Section.

- Replacement parts and repairs provided, pursuant to corrective work hereunder, shall be subject to prior approval by SHA and shall be tendered and performed in the same manner and extent as items originally delivered in accordance with this SOW.
- In the event the TO Contractor is unable, or fails within the time prescribed to commence and diligently pursue and complete the corrective work, SHA is, at the option of SHA and upon written notice to the Contractor, by this provision authorized by the TO Contractor to contract with another or use its own personnel and facilities for the performance of the warranty work.
- After the first date of placing the VWS system at each site into operation, and until the expiration of the warranty period for that site, maintenance and support for all equipment shall be available from the Contractor, on site, within three business days of notification of the need for maintenance and support.
- As an option in the Price Proposal, provide an itemized written quotation for the supply of maintenance and support for each VWS system, based on an annual basis commencing upon the date of expiration of the first year of warranty, for a period of two (2) years thereafter, or a total of seventy two (72) months for all four VWS installations. The quotation shall include a statement to the effect that maintenance support will be provided, on site, within three business days of notification and on any of five (5) weekly working days. Annual maintenance shall include a six-monthly calibration of each VWS site, specifically the WIM sensor, using certified weight trucks, and any preventative maintenance, such as re-grouting and/or sealing the WIM sensor and/or loop detectors with manufacturer specified epoxy and/or loop sealant, cleaning the camera enclosures and glass facing components, cleaning the IR illuminators, cleaning the WIM cabinets and replacing the air filters, updating any site system software, application software, databases, operating system software and/or patches, etc. including any MOT required. A calibration and maintenance report shall be provided for each VWS site after each incidence of planned or unplanned service and/or maintenance. SHA shall have the option of entering into one or more of these maintenance contracts for the maintenance and support of all or some of the equipment provided, following the expiration of the first year of warranty.
- As an option in the Price Proposal, provide the hourly rates for on-call technician and engineering support, for work requested by SHA outside the scope of any warranty or maintenance contract. The quotation shall include the provision of Activity Reports. Rates should be inclusive, including travel time and travel expenses, and broken out by hourly rates for on-site technician services and remote (phone call based) engineering support.

Software License Requirements:

- Routine use of software - The TO Contractor shall issue to SHA a non-transferable, non-exclusive license to use the supplied software and training materials on a restricted rights basis. A copy of this Software License shall be furnished together with the response to this SOW. It is understood that this Software License shall apply to executable code only, and that the source code for Software shall not be provided except as by the following paragraph.
- Software escrow. In the response to this SOW, agree to deposit application software source code, written by the Contractor, in a third party escrow account. This action will enable SHA to continue basic operation and maintenance of such software in the event that the TO Contractor fails to continue support for the software and does not provide for such support by a third party. In such event, SHA agrees to maintain the confidentiality of the source code. The TO Contractor shall maintain the installed and accepted version of the software and any installed updates and upgrades obtained by SHA, and refresh the software in escrow every six (6) months until the warranty is in force for each installed VWS site. This term shall be extended appropriately if SHA enters into an annual maintenance agreement with the TO Contractor beyond the first year of warranty.
- Any open source software utilized for system and application development shall be provided by the TO Contractor to SHA, to ensure future system compatibility.

2.4.4 SERVICE LEVEL AGREEMENT

A Service Level Agreement (SLA) is needed for the **first year** of system performance, commencing on the date each VWS system is accepted and put into production. The TO Contractor will be managing and maintaining each VWS system and its associated application services, including preventative maintenance and re-calibration of the system and the WIM sensor twice during this year of performance (6 months and 12 months). The SLA defines problem response requirements for the TO Contractor. The SLA includes categories for problem severity and expected response times. Alternately, the TO Contractor may propose an SLA model that is practical and cost effective considering daily use of the system by law enforcement.

Service Levels	Phone Response	On-Site Resolution	Response Availability	Comments
High	4 hours	2 business days	5 days/week, Mon-Fri, 8AM – 6PM	
Normal	1 business day	5 business days	5 days/week, Mon-Fri, 8AM – 6PM	

2.4.5 BACKUP / DISASTER RECOVERY

The TO Contractor shall perform backups of the operating system, web, application, and database server and all data on a nightly basis to a redundant hot swappable disk located inside the WIM cabinet. This is required to perform a quick field replacement should the primary disk fail. All vehicle class, weight, volume and violation data shall be maintained on site for a full year. Vehicle images shall be maintained on site for six (6) months.

2.4.6 HARDWARE, SOFTWARE, AND MATERIALS

All equipment, materials, labor, construction, construction plans, test plans, as-built plans and detailed inventory lists, sensor and system calibration, acceptance testing, production testing, and SLA including entire system maintenance for the first year after production acceptance are the responsibility of the selected TO Contractor. The only exception for procurement is the cellular air card and annual broadband subscription service, which will be borne separately by the SHA. Hardware and software costs procured as part of the TORFP cannot exceed 49 percent of the total TO value.

2.5 DELIVERABLES

2.5.1 DELIVERABLE SUBMISSION PROCESS

For each written deliverable, draft and final, the TO Contractor shall submit to the TO Manager three hard copies and one electronic copy compatible with Microsoft Office 2007, Microsoft Project 2007 and/or Visio. All construction plans, environmental plans, grounding plans, directional bore plans, material submittals, maintenance of traffic, and other deliverables should be provided electronically and in hard copy per the quantities listed above using Microstation or AutoCAD, and in converted electronic PDF formats.

Draft copies of all final deliverables for PDR and CDR 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 2.6 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.

2.5.2 DELIVERABLE DESCRIPTIONS / ACCEPTANCE CRITERIA

Sixty (60) days after Notice To Proceed (NTP), the TO Contractor shall submit a Preliminary Design Review (PDR) document for reviews and approvals by SHA. One hundred and twenty (120) days after NTP and after receipt of the written or electronic approval (whichever occurs earlier) by the SHA of the PDR, the TO Contractor shall submit a Critical Design Review (CDR) document for approval by the SHA. This CDR shall contain all the final plans, data sheets, and any and all documentation required to proceed with construction and installation of each site under consideration. If SHA deems necessary, the TO Contractor shall arrange for and coordinate a visit, accompanied by SHA, to existing or new sites to review actual performance of an existing system or to discuss any performance and operational considerations for a new system. Procurement of any system component as selected by the TO Contractor shall not proceed until the SHA has formally reviewed and approved the CDR document.

The sources of any expert, custom, or Commercial-Off-The-Shelf (COTS) software and hardware that will be used in the system should be clearly identified in the Statement of Work (SOW) together with any limitations or extra costs involved in later expansion or modification. If any 3rd party license agreements are required or executed, they should be clearly stated. If SHA deems necessary, arrange and accompany SHA to an existing operational system

selected by the TO Contractor, or provide remote access to review and demonstrate performance of an actual working system.

The VWS system, when fully implemented will contain multiple sites geographically dispersed throughout the State. To effectively manage and control these systems, a remote performance monitoring, diagnostic and camera control system will be required at each site. A full description of the capabilities of such a control system shall be provided in the response to this TORFP.

The start date of contract performance shall be within two (2) weeks of NTP, unless otherwise specifically agreed to by SHA. The following target dates are proposed.

Proposed Project Time Schedule and Target Dates (for each VWS site)		
Deliverable	Item description	Target Date (milestone)
-	Issuance of NTP	NTP + 0 days
1.1	Preliminary Design Review (PDR)	NTP + 60 days
1.2	Critical Design Review (CDR)	NTP + 120 days
1.3	CDR comments and review/acceptance	NTP + 150 days
2.1	Start of Construction	NTP + 160 days
3.1	Equipment/subsystem turn on and testing, SHA inspections	NTP + 210 days
3.2	WIM and other calibration	NTP + 220 days
4.1	QA/acceptance testing (consecutive one month period of satisfactory performance without service interruptions)	NTP + 250 days
4.2	Officer training, Pre-production testing	NTP + 280 days
5.1	Tuning, remediation, site customization as required	NTP + 310 days
5.2	User manuals, 'as built' plans, inventory, warranty deliverables	NTP + 320 days
6.1	SHA site acceptance	NTP + 350 days
6.2	Site one year Warranty commencement	NTP + 365 days

The TO Contractor shall propose a time schedule (in Gantt chart form) with the contractor's proposed schedule in response to this RFP.

The required deliverable descriptions and details for each VWS site are indicated below. Inadvertent omission of data by SHA from the table shall neither eliminate the requirement nor cause an extension of time for performance. Submittal items and dates, including any additions, modifications, or deviations from the deliverables outlined below shall be incorporated in the TO Contractor's Schedule in response to this RFP.

ID #	Deliverable Description	Deliverable details
2.5.2.1	Preliminary Design Review (PDR)	Preliminary Design Plans, site specific layouts (including environmental), site electrical

		plans and schematics, MOT plans, material, equipment, software, and other datasheets and catalog cuts, preliminary test plans, cellular air card procurement submission to SHA downtown
2.5.2.2	Critical Design Review (CDR)	Final Design Plans, site specific layouts (including environmental, grounding, directional bore), site electrical plans and schematics, MOT plans, material, equipment, software, and other datasheets and catalog cuts, final test plans,
2.5.2.3	Start of Construction	Any SHA required plan revisions, final MOT plans and permits
2.5.2.3	Start of equipment installation	Any equipment and software/license revision submissions
2.5.2.4	Equipment/subsystem turn on and testing	Any component and system test plan revisions, WIM calibration test plan, user training manual – Payment milestone 1
2.5.2.5	WIM and other calibration	Final WIM calibration test plan
2.5.2.6	QA/Acceptance testing	SHA inspection results and remediation, Maintenance and administration manual – Payment Milestone 2
2.5.2.7	Officer training + Pre-production testing, on-line demonstration tests, data archival tests	Final user training manual, ‘as built’ plans, inventory list, warranty deliverables
2.5.2.8	Three week production testing, SHA site acceptance	Final ‘as built’ plans and submissions, final inventory list – Payment milestone 3
2.5.2.9	One (1) year warranty completion	Payment milestone 4

2.6 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 sub Contractors are to follow a consistent methodology for all TO activities.

2.7 CONTRACTOR PERSONNEL EXPERTISE REQUIRED

The TO Contractor, including the assigned Project Manager and any assigned subcontractors, must document a professional level of expertise in the implementation of highly technical Intelligent Transportation System projects that include construction components. The TO Contractor should be practiced in the application of various state rules and regulations, especially as they relate to the Maryland Book of Standards, applicable environmental regulations, regulations related to soil disturbance and restoration, knowledge of broadband cellular

communications and associated security, camera expertise, as well as software and hardware expertise as it relates to software and applications utilized in the VWS system. Five years of recent experience is required for Camera, IR lamp, telecommunications and security experience as related to ITS project deployment.

2.8 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:

- Specific experience in the design and implementation of similar ITS projects within the US transportation community, for the past ten (10) years. References should be provided for at least three (3) projects completed successfully of which two (2) of the projects must have been completed within the last two (2) years.
- Specific knowledge and experience in large scale deployment of Scale systems, including weigh-in-motion systems utilizing Kistler sensors specifically as they relate to electronic pre-screening systems such as the VWS, for the past ten (10) years. The TO Contractor must demonstrate experience and expertise, including certification, for installing Kistler Lineas QWIM sensors. References should be provided for at least three (3) projects completed successfully of which two (2) of the projects must have been completed within the last two (2) years.

2.9 RETAINAGE

SHA may elect to withhold up to ten (10) percent of the total TO value (for each VWS site delivered) until acceptance of all deliverables under the TO. This provision is to ensure the TO Contractor completes all work within the TO deliverable schedule.

2.10 INVOICING

Payment will only be made upon completion and SHA acceptance of all the deliverables defined in Section 2.5 for each VWS site. Payment will be made in phased installments for each delivered, tested, and accepted VWS site as follows (see Section 2.5.2, Deliverables Table):

50% - construction completion, including mobilization – Payment milestone 1

30% - QA/Acceptance testing – Payment milestone 2

10% - Three week production testing/SHA Site acceptance – Payment milestone 3

10% - Year 1 warranty completion – Payment milestone 4

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS II Master Contract. A proper invoice for payment shall contain the TO Contractor's Federal Tax Identification Number, as well as the information described below, and must be submitted to the TO Manager for payment approval. Payment of invoices will be withheld if a signed Acceptance of Deliverable form – Attachment 9, is not submitted.

The TO Contractor shall submit invoices for payment upon acceptance of separately priced deliverables, on or before the 15th day of the month following receipt of the approved notice(s) of acceptance from the TO Manager. A copy of the notice(s) of acceptance shall accompany all invoices submitted for payment.

2.10.1 INVOICE SUBMISSION PROCEDURE

This procedure consists of the following requirements and steps:

- A) The invoice shall identify the SHA, Motor Carrier Division as the TO Requesting Agency, deliverable description, associated TOA number, date of invoice, period of performance covered by the invoice, and a TO Contractor point of contact with telephone number.

- B) The TO Contractor shall send the original of each invoice and supporting documentation (itemized billing reference for employees and any subcontractor and signed Acceptance of Deliverable form – Attachment 9, for each deliverable being invoiced) submitted for payment to SHA at the following address: Dave Czorapinski, Division Chief, Motor Carrier Division, 7491 Connelley Drive, Hanover, MD 21076.
- 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.

2.11 DBE PARTICIPATION REPORTS

Monthly reporting of DBE participation is required in accordance with the terms and conditions of the CATS II Master Contract by the 15th day of each month. The TO Contractor shall provide a completed DBE 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 DBE Subcontractor provides a completed DBE 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 DBE participation goal and compliance with reporting requirements. The TO Contractor shall email all completed forms, copies of invoices and checks paid to the DBE directly to the TO Procurement Officer and TO Manager.

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) **Executive Summary:** A high level overview of the Master Contractor's understanding of the background, purpose, and objectives of the TORFP. The Executive Summary shall summarize the Master Contractor's capabilities and experience, and summarize the proposed methodology and solution for achieving the objectives of the TORFP.
- 2) **Proposed Solution:** A detailed technical and functional narrative of the Master Contractor's proposed methodology and solution for completing the requirements and deliverables in Section 2 - Scope of Work. This section should include a comprehensive schedule of tasks and estimated time frames for completing all requirements and deliverables, including any tasks to be performed by State or third party personnel.
- 3) **Draft Work Breakdown Structure (WBS):** A matrix or table that shows a break down of the tasks required to complete the requirements and deliverables in Section 2 - Scope of Work. The WBS should reflect the chronology of tasks without assigning specific time frames or start / completion dates. The WBS may include tasks to be performed by the State or third parties as appropriate, for example, independent quality assurance tasks. If the WBS appears as a deliverable in Section 2 – Scope of Work, the deliverable version will be a final version. Any subsequent versions should be approved through a formal configuration or change management process.
- 4) **Draft Project or Work Schedule:** A Gantt or similar chart containing tasks and estimated time frames for completing the requirements and deliverables in Section 2 - Scope of Work. The final schedule should come later as a deliverable under the TO after the TO Contractor has had opportunity to develop realistic estimates. The Project or Work Schedule may include tasks to be performed by the State or third parties as appropriate.
- 5) **Draft Risk Assessment:** Identification and prioritization of risks inherent in meeting the requirements in Section 2 - Scope of Work. Includes a description of strategies to mitigate risks. If the Risk Assessment appears as a deliverable in Section 2 – Scope of Work, that version will be a final version. Any subsequent versions should be approved through a formal configuration or change management process.
- 6) **Assumptions:** A description of any assumptions formed by the Master Contractor in developing the Technical Proposal. Master Contractors should avoid assumptions that counter or constitute exceptions to TORFP terms and conditions.
- 7) **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 should 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) Certification that all proposed personnel meet the minimum required qualifications and possess the required certifications in accordance to Section 2.8.
- 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) DBE Participation

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

D) Subcontractors

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

E) Master Contractor and Subcontractor Experience and Capabilities

- 2) 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.
- 3) 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 should give specific attention to the identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland. Contractors are advised that, upon request for this information from a third party, the TO Procurement Officer will be required to make an independent determination regarding whether the information may be disclosed.

3.2.2 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 and / or 1A - 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 overall understanding of the work required under this TORFP
- The competence and clarity of the proposed technical solutions to
 - Provide the ability to pre-screen CMV's effectively with pertinent, targeted and visible axle and gross weight, axle spacing, class, speed, and violation data
 - Day and night image clarity as perceived by system operators (law enforcement personnel)
 - Rapidity of report generation and retrieval
 - Storage and broadband communications efficiency
 - Broadband latency for real time data and image transmission
 - Presence of open source architecture, interface compatibility, software compatibility and non-proprietary software suites
- The proposed TO Contractor's and the installation and other sub-contractor's experience working with the State of Maryland, relevant understanding and knowledge of Maryland's book of standards, environmental laws and regulations, and other regulations as they apply to this TORFP
- Satisfactory past performance on engagements provided as reference accounts in the offeror's Technical Proposal, with specific reference to ITS, electronic pre-screening, and WIM experience, especially Kistler Lineas installation, calibration, and ongoing maintenance
- The efficiency and effectiveness of the overall plan of action, including project management and reporting methodology
- The efficiency and effectiveness of the work plan, the means of achieving smooth installations within the SHA environment, and understanding of the safety and security requirements
- The methodology for developing the TO deliverables and obtaining SHA acceptance, in accordance with the requirements expressed in the Master Contract
- Whether the proposed schedule is realistic and attainable and includes, but is not limited to, the milestones and deliverables specified in this SOW
- The level of economic benefit to the State of Maryland
- The achievement of the required level of DBE accomplishment

4.3 SELECTION PROCEDURES

- A) TO Proposals will be assessed throughout the evaluation process for compliance with the minimum personnel qualifications in Section 2.8 and quality of responses to Section 3.2.1 of the TORFP. TO Proposals deemed technically qualified will have their financial proposal considered. All others will be deemed not reasonably susceptible to award and will receive an e-mail notice from the TO Procurement Officer of not being selected to perform the work.
- B) Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price

proposed.

- C) 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, and by a Notice to Proceed authorized by the TO Procurement Officer. See Attachment 7 - Notice to Proceed (sample).

Summary Price Sheet

Monthly

Item Number	Reference	Description	Estimated Months	Fixed Price *	Total
1	Section 2.4 and Attachment #15, page 1	Site #1			
2	Section 2.4 and Attachment #15, page 2	Site #2			
3	Section 2.4 and Attachment #15, page 3 and 4	Site #3			
4	Section 2.4 and Attachment #15, page 5	Site #4			
5	Section 2.4.2 page 17, bullet Number 1	Integration of Pilot			
6	Section 2.4.3, subsection Warranty, page 25, bullet Number 5	Site #1 Extended Warranty	24		
7	Section 2.4.3, subsection Warranty, page 25, bullet Number 5	Site #2 Extended Warranty	24		
8	Section 2.4.3, subsection Warranty, page 25, bullet Number 5	Site #3 Extended Warranty	24		
9	Section 2.4.3, subsection Warranty, page 25, bullet Number 5	Site #4 Extended Warranty	24		
10		Total Fixed Price (Evaluated Price)			
11	Section 2.4.2, sub section Metered Power Service, page 19 and Section 2.4-Attachment #15, page 1	Power Provisioning Site #1			
12	Section 2.4.2, sub section Metered Power Service, page 19 and Section 2.4-Attachment #15, page 2	Power Provisioning Site #2			
13	Section 2.4.2, sub section Metered Power Service, page 19 and Section 2.4-Attachment #15, page 3 and 4	Power Provisioning Site #3			
14	Section 2.4.2, sub section Metered Power Service, page	Power Provisioning Site #4			

	19 and Section 2.4-Attachment #15, page 5				
	TOTAL				\$

***24 Months represents an estimate needed for evaluation purposes.**

Authorized Individual Name **Company Name**

Title **Company Tax ID#**

The following itemized fixed warranty price for Sites 1 through 4 is not part of the price evaluation but requested if additional Maintenance is required from the period beginning after the expiration of the warranty period.

1	Monthly fixed price per-site Labor costs for maintenance and technical support after warranty expiration, not including materials for Sites 1 through 4.	\$
	TOTAL	\$

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

CATS II TORFP # J02B9200076

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 DBE 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 DBE payment activity. Reporting forms D-5 (TO Contractor Paid/Unpaid DBE Invoice Report) and D-6 (Subcontractor Paid/Unpaid DBE Invoice Report) are attached for your use and convenience.
2. The TO Contractor must complete a separate Form D-5 for each DBE 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 DBE payment activity for the reporting month.
3. The TO Contractor is responsible for ensuring that each subcontractor receives a copy (e-copy of and/or hard copy) of Form D-6. The TO Contractor should make sure that the subcontractor receives all the information necessary to complete the form properly, i.e., all of the information located in the upper right corner of the form. It may be wise to customize Form D-6 (upper right corner of the form) for the subcontractor the same as the Form D-5 was customized by the TO Manager for the benefit of the TO Contractor. This will help to minimize any confusion for those who receive and review the reports.
4. It is the responsibility of the TO Contractor to make sure that all subcontractors submit reports no later than the 15th of each month, regardless of whether there was any DBE payment activity for the reporting month. Actual payment data is verified and entered into the State's financial management tracking system from the subcontractor's D-6 report only. Therefore, if the subcontractor(s) do not submit their D-6 payment reports, the TO Contractor cannot and will not be given credit for subcontractor payments, regardless of the TO Contractor's proper submission of Form D-5. The TO Manager will contact the TO Contractor if reports are not received each month from either the prime contractor or any of the identified subcontractors. The TO Contractor must promptly notify the TO Manager if, during the course of the contract, a new DBE subcontractor is utilized. Failure to comply with the DBE 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 DBE 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. **ADPICS PO**, I affirm the following:

1. I acknowledge the overall certified Minority Business Enterprise (DBE) participation goal of [] percent and, if specified in the TORFP, sub-goals of [] percent for DBEs classified as African American-owned and [] percent for DBEs 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 DBE participation goal, I conclude that I am unable to achieve it. Instead, I intend to achieve an DBE 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 DBE Participation Schedule (Attachment 2 - Form D-2) with the proposal.
3. I acknowledge that the DBE subcontractors/suppliers listed in the DBE Participation Schedule will be used to accomplish the percentage of DBE 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) DBE 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 DBE 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, DBE subcontractors were provided not less than the same information and amount of time to respond as were non-DBE 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

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

USE ATTACHMENT D-2 CONTINUATION PAGE AS NEEDED

SUMMARY

TOTAL DBE PARTICIPATION: _____ %
TOTAL WOMAN-OWNED DBE PARTICIPATION: _____ %
TOTAL AFRICAN AMERICAN-OWNED DBE 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 DBE Subcontractor On This Project	
Minority Firm Name	DBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	DBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	DBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	DBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	DBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	DBE 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 # **ADPICS PO**, 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 DBEs for these subcontract opportunities.

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

4. " Offeror assisted DBEs 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 DBE LISTED IN THE DBE PARTICIPATION SCHEDULE

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

conjunction with TORFP No. **ADPICS PO**, it and _____,
(Subcontractor Name)

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

(Describe work to be performed by DBE):

- .. 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 # ADPICS PO Contracting Unit _____ Contract Amount _____ DBE 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 DBE subcontractor named above:			
1.			
2.			
3.			
Total Dollars Unpaid: \$ _____			

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

Return one copy of this form to the following address:

Dave Czorapinski, Division Chief Motor Carrier Division 7491 Connelley Drive, Hanover, MD 21076 dczorapinski@sha.state.md.us	Barbara Ryer, Senior Procurement Officer MDOT 7201 Corporate Center Drive Hanover, MD 21076 bryer@mdot.state.md.us
--	--

Signature: _____ Date: _____

SUBMIT AS REQUIRED IN TO CONTRACTOR DBE 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 # ADPICS PO Contracting Unit _____ Contract Amount _____ DBE Sub Contract Amt _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____	
DBE 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:

Dave Czorapinski, Division Chief Motor Carrier Division 7491 Connelley Drive, Hanover, MD 21076 dczorapinski@sha.state.md.us	Barbara Ryer, Senior Procurement Officer MDOT 7201 Corporate Center Drive Hanover, MD 21076 bryer@mdot.state.md.us
--	--

Signature: _____ Date: _____

SUBMIT AS REQUIRED IN TO CONTRACTOR DBE REPORTING REQUIREMENTS

ATTACHMENT 3 – TASK ORDER AGREEMENT

CATS II TORFP# **ADPICS PO Number** OF MASTER CONTRACT #060B9800035

This Task Order Agreement (“TO Agreement”) is made this **day** of **Month**, 200**X** by and between **Task Order Contractor (TO Contractor)** and the STATE OF MARYLAND, SHA-MCD.

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-MCD, as identified in the CATS II TORFP # **ADPICS PO**.
 - b. “CATS II TORFP” means the Task Order Request for Proposals # **ADPICS PO**, 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 _____.
 - d. “TO Procurement Officer” means Barbara Ryer. 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-MCD 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 Dave Czorapinski of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
 - h. “TO Proposal - Technical” means the TO Contractor’s technical response to the CATS II TORFP dated **date of TO Proposal – Technical**.
 - i. “TO Proposal – Financial” means the TO Contractor’s financial response to the CATS II TORFP dated **date of TO Proposal - Financial**.
 - j. “TO Proposal” collectively refers to the TO Proposal – Technical and TO Proposal – Financial.
2. Scope of Work
 - 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supersede the Master Contract.
 - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS II TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
 - a. The TO Agreement,
 - b. Exhibit A – CATS II TORFP
 - c. Exhibit B – TO Proposal-Technical
 - d. Exhibit C – TO Proposal-Financial
 - 2.3 The TO Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the TO Agreement. No other order, statement or conduct of the TO Procurement Officer or

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

3. Time for Performance

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS II TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of _____, 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, SHA-MCD

By: Barbara Ryer, TO Procurement Officer

Date

Witness: _____

ATTACHMENT 4 – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

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

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

Date: _____ By: _____

(Authorized Representative and Affiant)

SUBMIT AS A .PDF FILE WITH 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 – (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.)	
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-PROPOSAL CONFERENCE

Location: Maryland State Highway Administration, 7491 Connelley Drive, Hanover, MD. 21076

- **From BWI Airport:** Take Aviation Blvd/S. Camp Meade Road/170 South. Travel 2.7 miles. Turn left on Dorsey Road/MD 176 East. Travel 0.8 miles. Turn right on Connelley Drive, take the first left on to Transport Drive and park in the SHA parking lot.
- **From I-95 North or South:** Take Maryland Route 100 heading East toward Glen Burnie. Travel 5.6 miles. Take Exit 11 for MD 170North/Telegraph Road toward Linthicum. Keep left on the ramp and turn left at Telegraph Road. Travel 0.7 miles. Turn right on Dorsey Road/MD 176 East. Travel 0.8 miles. Turn right on Connelley Drive, take the first left on to Transport Drive and park in the SHA parking lot.
- The Office of Traffic and Safety is on your left. Please come in through the center set of double doors, register with the security guard, and ask for Manoj Pansare or Dave Czorapinski at the Motor Carrier Division. You will be escorted down to the pre-proposal conference room.

ATTACHMENT 7 – NOTICE TO PROCEED

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS II Task Order Agreement #ADPICS PO

Dear TO Contractor Contact:

This letter is your official Notice to Proceed as of Month Day, Year, for the above-referenced Task Order Agreement. Dave Czorapinski of the SHA-MCD will serve as your contact person on this Task Order. Dave Czorapinski can be reached at 410-582-5732, email: dczorapinski@sha.state.md.us

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

Sincerely,

Barbara Ryer

Task Order Procurement Officer

Enclosures (2)

cc: Dave Czorapinski, SHA-MCD

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: **Project Name for TORFP**

TO Agreement Number: # **ADPICS PO**

Title of Deliverable: _____

TORFP Reference Section # _____

Deliverable Reference ID # _____

Name of TO Manager: Dave Czorapinski

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 2.4.3 OF THE TORFP.

ATTACHMENT 9 – AGENCY ACCEPTANCE OF DELIVERABLE FORM

Agency Name: SHA-MCD

TORFP Title: Virtual Weigh Station (VWS) Project

TO Manager: Dave Czorapinski, 410-582-5732

To:

The following deliverable, as required by TO Agreement #ADPICS PO, 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 2.4.3 OF THE TORFP.

ATTACHMENT 10 – NON-DISCLOSURE AGREEMENT (OFFEROR)

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

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS II TORFP #ADPICS PO for Virtual Weigh Station (VWS) Project. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to _____. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information described 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 it's TO Proposal.
2. Each employee or agent of the OFFEROR who receives or has access to the Confidential Information shall execute a copy of this Agreement and the OFFEROR shall provide originals of such executed Agreements to the State. Each employee or agent of the OFFEROR who signs this Agreement shall be subject to the same terms, conditions, requirements and liabilities set forth herein that are applicable to the OFFEROR.
3. OFFEROR shall return the Confidential Information to the State within five business days of the State's Notice of recommended award. If the OFFEROR does not submit a Proposal, the OFFEROR shall return the Confidential Information to Barbara Ryer, MDOT 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 _____, 200___, by and between the State of Maryland ("the State"), acting by and through its SHA-MCD (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 Virtual Weigh Station (VWS) Project TORFP No. **ADPICS PO** 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 _____ (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-MCD:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

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 – DBE Participation</p>
<p>A) What is the DBE goal as a percentage of the TO value? (If there is no DBE goal, skip to Section 5) _____ %</p>
<p>B) Are DBE 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 DBE percentage to date? (divide the dollar amount paid to date to the DBE by the total amount paid to date on the TO) _____ % (Example - \$3,000 was paid to date to the DBE sub-contractor; \$10,000 was paid to date on the TO; the DBE percentage is 30% (3,000 ÷ 10,000 = 0.30))</p>
<p>D) Is this consistent with the planned DBE 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 DBE 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: _____

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

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