



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

**MICROSOFT DATABASE ADMINISTRATION  
SUPPORT**

**CATS II TORFP #**

**J05B0400012**

**MARYLAND DEPARTMENT OF TRANSPORTATION  
MARYLAND TRANSIT ADMINISTRATION**

**ISSUE DATE: May 18, 2010**

## TABLE OF CONTENTS

<b>SECTION 1 - ADMINISTRATIVE INFORMATION.....</b>	<b>5</b>
1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT.....	5
1.2 TO AGREEMENT.....	5
1.3 TO PROPOSAL SUBMISSIONS.....	5
1.4 ORAL PRESENTATIONS/INTERVIEWS.....	5
1.5 CONFLICT OF INTEREST.....	5
1.6 NON-DISCLOSURE AGREEMENT.....	6
1.7 LIMITATION OF LIABILITY CEILING.....	6
1.8 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES.....	6
<b>SECTION 2 – SCOPE OF WORK.....</b>	<b>7</b>
2.1 PURPOSE.....	7
2.2 REQUESTING AGENCY INFORMATION.....	7
2.3 MANAGEMENT ROLES AND RESPONSIBILITIES.....	7
2.4 SYSTEM BACKGROUND AND DESCRIPTION.....	8
2.5 PROFESSIONAL DEVELOPMENT.....	8
2.6 REQUIREMENTS.....	9
2.6.1 TO CONTRACTOR PERSONNEL DUTIES AND RESPONSIBILITIES.....	9
2.6.2 WORK HOURS.....	10
2.6.3 PERFORMANCE EVALUATION.....	11
2.6.4 PERFORMANCE PROBLEM MITIGATION.....	11
2.6.5 SUBSTITUTION OF PERSONNEL.....	11
2.7 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES.....	11
2.8 TO CONTRACTOR PERSONNEL MINIMUM QUALIFICATIONS.....	12
2.9 TO CONTRACTOR EXPERTISE REQUIRED.....	12
2.10 INVOICE SUBMISSION.....	13
2.10.1 INVOICE FORMAT.....	13
<b>SECTION 3 - TO PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS.....</b>	<b>14</b>
3.1 REQUIRED RESPONSE.....	14
3.2 FORMAT.....	14
<b>SECTION 4 - PROCEDURE FOR AWARDING A TO AGREEMENT.....</b>	<b>16</b>
4.1 EVALUATION CRITERIA.....	16
4.2 TECHNICAL CRITERIA.....	16
4.3 SELECTION PROCEDURES.....	16
4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT.....	16
<b>ATTACHMENT 1 - PRICE PROPOSAL.....</b>	<b>17</b>
<b>ATTACHMENT 2 - TASK ORDER AGREEMENT.....</b>	<b>18</b>
<b>ATTACHMENT 3 - CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE.....</b>	<b>21</b>
<b>ATTACHMENT 4 - LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY.....</b>	<b>22</b>
<b>ATTACHMENT 5 - DIRECTIONS TO THE PRE-TO PROPOSAL CONFERENCE.....</b>	<b>24</b>
<b>ATTACHMENT 6 - NON-DISCLOSURE AGREEMENT (OFFEROR).....</b>	<b>25</b>
<b>ATTACHMENT 7 - NON-DISCLOSURE AGREEMENT (TO CONTRACTOR).....</b>	<b>26</b>
<b>ATTACHMENT 8 – TO CONTRACTOR SELF-REPORTING CHECKLIST.....</b>	<b>28</b>

**ATTACHMENT 9 – LIVING WAGE AFFIDAVIT OF AGREEMENT .....30**  
**ATTACHMENT 10 – PERFORMANCE EVALUATION .....31**  
**ATTACHMENT 10 – PERFORMANCE EVALUATION .....31**  
**EXHIBIT A.....34**

## KEY INFORMATION SUMMARY SHEET

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

<b>TORFP NAME:</b>	Microsoft Database Administration Support
<b>FUNCTIONAL AREA:</b>	FA1 – Enterprise Service Provider
<b>TORFP ISSUE DATE:</b>	5/18/2010
<b>Closing Date and Time:</b>	6/10/2010 at 2:00 PM
<b>TORFP Issuing Office:</b>	Maryland Department of Transportation Maryland Transit Administration
<b>Questions and Proposals are to be sent to:</b>	TO Procurement Officer – Donna Ziegenhein Telephone Number – 410-865-1133 Email Address: <a href="mailto:dziegenhein@mdot.state.md.us">dziegenhein@mdot.state.md.us</a>
<b>TO Procurement Officer</b>	Donna Ziegenhein Office of Procurement Office Phone – 410-865-1133 Email Address: <a href="mailto:dziegenhein@mdot.state.md.us">dziegenhein@mdot.state.md.us</a>
<b>TO Manager:</b>	Ron Nizer Office Phone Number: 410-767-3890 Office FAX Number: 410-333-0773
<b>Project Number:</b>	<b>J05B0400012</b>
<b>TO Type:</b>	Time and Material
<b>Period of Performance:</b>	Notice to Proceed through May 31, 2014
<b>MBE Goal:</b>	0%
<b>Small Business Reserve (SBR):</b>	No
<b>Primary Place of Performance:</b>	Maryland Transit Administration 6 St. Paul Street Baltimore, Maryland 21202
<b>State Furnish Work Site and/or Access to Equipment, Facilities or Personnel:</b>	MTA will provide office space and work station required at 6 St. Paul Street site.
<b>TO Pre-Proposal Conference:</b>	<b>MDOT Headquarters</b> <b>May 25, 2010 AT 1:00 PM, Harry Hughes #1 &amp; 2</b> See Attachment 5 for Directions

# SECTION 1 - ADMINISTRATIVE INFORMATION

## 1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT

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

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

## 1.2 TO AGREEMENT

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

## 1.3 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the date and exact time stated in the Key Information Summary Sheet above. The date and time of submission is determined by the date and time of arrival in the TO Procurement Officer's e-mail box. The TO Proposal is to be submitted via e-mail as two attachments in MS Word format. **Please note that the MDOT email system has an 8 mb limit on email transmission.** The "subject" line in the e-mail submission shall state the TORFP # J05B0400012. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS II TORFP # J05B0400012 Technical". The second file will be the financial response to this CATS II TORFP and titled, "CATS II TORFP # J05B0400012 Financial". The following proposal documents must be submitted with required signatures as .PDF files with signatures clearly visible:

- Attachment 1 – Price Proposal
- Attachment 3 - Conflict of Interest and Disclosure Affidavit
- Attachment 4 – Labor Classification Personnel Resume Summary
- Attachment 9 – 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 CONFLICT OF INTEREST

The TO Contractor awarded the TOA shall provide IT consulting services for State agencies or component programs with those agencies, and must do so impartially and without any conflicts of interest. Each Master Contractor shall complete and include a Conflict of Interest Affidavit in the form included as Attachment 4 this TORFP with its TO Proposal. If the TO Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of COMAR 21.05.08.08A, the TO Procurement Officer may reject a Master Contractor's TO Proposal under COMAR 21.06.02.03B.

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

#### **1.6 NON-DISCLOSURE AGREEMENT**

Certain system documentation may be available for potential Offerors to review at a reading room at Maryland Transit Administration. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement in the form of Attachment 7. Please contact the TO Procurement Officer of this TORFP to schedule an appointment.

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

#### **1.7 LIMITATION OF LIABILITY CEILING**

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

#### **1.8 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES**

DoIT is responsible for contract management oversight on the CATS II master contract. As part of that oversight, DoIT has implemented a process for self-reporting contract management activities of CATS II task orders (TO). This process shall typically apply to active TOs for operations, maintenance, and support valued at \$1 million or greater, but all CATS II TOs are subject to review.

Attachment 8 is the TO Contractor Self-Reporting Checklist. DoIT will send initial checklists out to applicable TO Contractors approximately three months after the award date for a TO. The TO Contractor shall complete and return the checklist as instructed on the checklist. Subsequently, at six month intervals from the due date on the initial checklist, the TO Contractor shall update and resend the checklist to DoIT.

## SECTION 2 – SCOPE OF WORK

### 2.1 PURPOSE

The Maryland Department of Transportation (MDOT) Office of Transportation Services (OTTS) is issuing the CATS TORFP to obtain one highly qualified technical resource to work with MDOT's Maryland Transit Administration relating to Microsoft Database Administration. This resource will develop, enhance, maintain and support many of our mission critical business applications. The Contractor resource will also support other client/server and web-based systems as currently needed or in the future. The resource must be qualified and experienced in the systems identified (or in systems providing similar business functions).

### 2.2 REQUESTING AGENCY INFORMATION

The Maryland Transit Administration's business function is to provide a network of transit services throughout Maryland. This is accomplished by providing accessible local bus, Metro Subway, light rail and paratransit/mobility services, as well as commuter services that include commuter buses and MARC. Additionally, the MTA partners with transit providers throughout the 23 counties and Baltimore City to ensure financial, technical, and administrative support for locally operated transit throughout Maryland. The MTA's objective is to increase transit ridership while managing an efficient agency through three priority areas:

- Customer Service – The MTA will strive to provide exceptionally clean, safe and reliable services. The MTA has developed a series of key indicators that are used to measure how well we are serving our customers. These measures are used as a tool for identifying areas where attention is required as well as the effectiveness of any changes we make.
- Partnerships – The MTA is working to enhance relationships with employees, customers, businesses, communities, the media, and other agencies. The Administrator and senior staff are working to improve employee morale and strengthen the Union/management relationships. Meetings are taking place with key stakeholders, the media, and other agencies to cultivate partnerships.
- Long Term Planning – The MTA is focusing on initiatives that will strengthen the Baltimore/Washington region, MARC, and statewide services; and change the image and culture of transit.

### 2.3 MANAGEMENT ROLES AND RESPONSIBILITIES

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

A TO Contractor primary point of contact for the project shall be identified by the TO Contractor. The TO Contractor primary point of contact shall during the first week of every month provide the TO Manager with original signed Time Sheets for the TO Contractor support personnel activities for the previous month.

## 2.4 SYSTEM BACKGROUND AND DESCRIPTION

The Maryland Transit Administration has installed several Microsoft SQL Databases which support mission critical and internal customer applications. Additional technical resources are needed to provide Microsoft SQL Server database administration services for these databases. The applications supported by these SQL databases include:

Mobility/Paratransit – this mission critical system is supported by several COTS modules developed by Trapeze Software Company to support this 24/7, door to door transit service for people unable to ride the standard transit vehicles. These modules are used for scheduling and tracking the ridership of this service.

Fixed Bus Service – this mission critical service is supported by several software modules by Trapeze Software to handle the scheduling of fixed route bus service as well as scheduling of operators to run the service. This system feeds information into our Union Payroll system used to pay operators.

Project Wise – this is a COTS Engineering Document Management System that is used to store and update drawing and other documents related to the MTA Engineering projects

Automatic Passenger Counter – this COTS system collects data stored on the fixed route buses which indicate passengers entering and exiting the buses at each stop. The data is used to change or alter bus routes depending on the number of passengers.

Internal systems – these databases support various web applications written by MTA staff to for HR Reporting, Safety – Accident Tracking, Police

The Maryland Transit Administration supports multiple facilities across the greater Baltimore area and we work with the various business units within these locations to ensure efficient and secure transmission of data between servers and end users. With the advent of client-server and web-based systems, these end-users expect 100% up-time and near instantaneous response time. It is incumbent upon us to assist our internal customers to work as efficiently as possible. Therefore, the ITG places high expectations upon our staff in terms of deploying well-engineered systems and providing expert resolution of problems. The growth of systems supported by ITG, coupled with the continued expectation that ITG staff will provide on demand services is driving the need for this resource. Task assignments may require the resources to meet with all levels of employees (front-line worker, team leader, middle manager, senior manager, etc.) within the MTA's business areas in the course of conducting work assignments.

## 2.5 PROFESSIONAL DEVELOPMENT

Technology and software products continuously change. The TO Contractor must ensure continuing education opportunities for the personnel provided. The time allocated to these continuing education activities for staff deployed to MTA may be charged to this task order at the discretion of the TO Manager. Actual course costs are also the responsibility of the TO Contractor.



## 2.6 REQUIREMENTS

### 2.6.1 TO CONTRACTOR PERSONNEL DUTIES AND RESPONSIBILITIES

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

#### 1) Database Security Functions

- Ensure servers are current with SQL Server patches and security updates.
- Document the various security procedures in place to provide system security. Provide access to this document only to authorized personnel.
- Analyze and evaluate the security procedures required for specific mission-critical business systems as defined by MDOT security standards
- Perform all database security checks and manage all database securities
- Create and implement plans for system security using a variety of technologies to provide data security and auditing functions for the MTA's mission critical systems.
- Maintain security and integrity of data access policies, standards, and methods by establishing database recovery plans to minimize data losses and system downtime and by developing backup routines for the database management system software and for the stored data.
- Develop standardized application security procedures for MTA applications and databases.
- Design and implement policies for data and application security using MTA security standards.

#### 2) Configuration Management

- Create and maintain an SQL Server test environment where upgrades and security patches can be tested.
- Configure and tweak the hardware and software, perform integration testing, server imaging create and restore, create and implement plans to rollover the MTA's statewide systems from testing to production.
- Install and upgrade SQL Server and other related software on the MTA's specified hardware to provide functional capabilities for the MTA's critical systems.
- Create software and database maintenance plans for efficient upgrades and maintenance. Implement the plan and update it regularly.
- Provide hardware and software specifications for various systems.
- Coordinate the database management system interfaces with other data processing units.
- Review and approve/disapprove database designs for new systems.

#### 3) Disaster Recovery and Backup Functions

- Configure a backup job to run on a specified schedule.
- Restore data files or tables from a previous backup session.
- Develop and maintain scripts and perform and monitor backups for mission critical servers at the Authority.
- Troubleshoot database connectivity and back up issues working with Vendors/Developers/Users/Project Managers and back up operators.
- Prepare and implement disaster recovery plans for various SQL Server based software systems. Create upgrade and migration schedules and plans in a way so as to minimize the impact on production and mission critical systems.

#### 4) New Technology

- Research, lab test, document and make recommendations to the TO Manager on a variety of new database related technologies that could be implemented at the MTA and provide recommendations about the migration and upgrade paths for various systems.
- Coordinate the installation and implementation of database management system software and related software tools with vendors, other data processing staff and system users.
- Develop and implement new database management policies, procedures and standards

### **5) Database & Application Support**

- Collect data dictionary information on existing Microsoft Access 2000 databases.
- Conduct Random health checks on the databases and prepare performance reports.
- Assist Business Side System Administrators on database issues/errors and assist users and programmers with SQL queries and tuning.
- Conduct routine maintenance tasks on the database servers for proactive monitoring like deleting log files, dump files, error correcting.
- Create repeatable processes to upgrade, test, and maintain databases and software systems. Monitor the systems to provide a minimum level of performance as a part of QA.
- Monitor database performance and make modifications and adjustments to database architecture, storage methods and management system software to fine-tune the database for optimum response time.
- Monitor capacity and allocate space according to overall needs of systems users, available data storage and database management system requirements.
- Prepare statistical and narrative reports of database management performance, activities and special projects.
- Troubleshoot problems related to availability of data to system users, space, database software, data flow, and data storage or data access.

### **6) Coordination Meetings**

- Hold status meetings with ITG Management on various projects. Provide Microsoft SQL Server expertise whenever required.
- Attend internal MTA staff meetings as requested with network team, project managers, business users, developers and upper management.
- Work in cooperation with the current Network Management Systems contractor as well as other contract vendors and Authority staff.

### **7) Project Management**

- Create or review Configuration Change Requests, Work Break Down Structures, Implementation Plans, and Testing Plans for Microsoft SQL Server and Access database projects.
- Create or provide appropriate input to monthly project status reports.
- Participate in the creation of or review Microsoft SQL Server hardware and software requirements.

## **2.6.2 WORK HOURS**

- The TO Contractor's assigned personnel will work an eight-hour day (hours to be approved by the TO Manager), Monday through Friday except for State holidays observed by the MDTA
- A flexible work schedule will be used to handle any efforts outside the core hours.
- At times, the TO Contractor will need to be availability outside the hours of 7:00 AM – 6:00 PM.
- Requests for leave will be submitted to the TO Manager at least two weeks in advance. The TO Manager reserves the right to request a temporary replacement if leave extends longer than one consecutive week.. In cases where there is insufficient coverage, a leave request may be denied

### **2.6.3 PERFORMANCE EVALUATION**

TO Contractor personnel will be evaluated by the TO Manager on a quarterly basis for each assignment performed during that period. The established performance evaluation and standards are:

- Quality and expertise of services delivered.
- Assigned activities are completed in a timely and appropriate manner, ensuring minimum disruption to the customer, and in accordance with vendor licensing agreements and established policies.
- All connectivity, supporting hardware, and applications, including databases are performing as expected.
- Procedures are kept current and documented for distribution upon request. Information related to assign Support Service Requests is current and available for distribution upon request. Status of open Assigned Service Requests are documented and reported to affected customers.
- Hardware, databases and operating system patches are kept current.
- Interactions with staff and external vendors are done in a professional and non-disruptive manner.

Performance issues identified by the agency are subject to the mitigation process described in Section 2.6.4 below.

### **2.6.4 PERFORMANCE PROBLEM MITIGATION**

In the event the MTA is not satisfied with the performance of TO Contractor personnel, the mitigation process is as follows: The TO Manager will notify the TO Contractor in writing describing the problem and delineating remediation requirements; The TO Contractor will have three business days to respond with a written remediation plan; The plan will be implemented immediately upon acceptance by the TO Manager. Should performance issues persist, the TO Manager may give written notice or request immediate removal of the individual whose performance is at issue.

### **2.6.5 SUBSTITUTION OF PERSONNEL**

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

## **2.7 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES**

The TO Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting information technology projects, which may be created or changed periodically. The TO Contractor shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards and guidelines affecting project execution. The following policies, guidelines and methodologies can be found at <http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx> under "Policies and Guidance." These may include, but are not limited to:

- The State's System Development Life Cycle (SDLC) methodology
- The State Information Technology Security Policy and Standards

- The State of Maryland Enterprise Architecture.

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

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

- Knowledge of Windows 2000 and Windows 2003 Server
- Experience with managing database software licensing
- Must have excellent oral and written communication skills in English for communication with management and peers, documentation, team meetings, etc.
- Ability to excel in a team environment which emphasizes total cooperation and mutual respect.
- Strong analytical and problem-solving skills with an eye for detail.
- Ability to independently research and find creative solutions to problems and share knowledge with other team members.
- Project Management experience
- SQL Server support experience with Trapeze software applications, which is used by the MTA to support critical business functions for both fixed route buses and mobility services.
- Must possess excellent verbal and written communication skills. The ITG values a team approach to work efforts; the proposed resources for each assignment must possess good people skills and be skilled in facilitating project team interactions.

The Master Contractor's proposed staff must demonstrate 10 years of experience in all of the following :

- Experience interfacing and communicating with internal and external IT customers and users around project coordination, business requirements, service level agreements, problem resolution, system down time and other items
- DBA experience with SQL Server and other DBMS platforms including the management of data, tables, views, indexes, triggers, constraints, primary keys, foreign keys, rules, stored procedures, functions, data types, users, roles, logins, file groups, files, storage, DBCCs, SSIS, ODBC, SNAC, middleware, DB and tran log backups, scheduled jobs, batch programs, scripts, performance, concurrency, security, redundancy and other related items
- Experience with all versions of Microsoft SQL Server through SQL 2008 including 64 bit platforms, mirroring and log shipping
- Knowledge and experience with database architecture, design, development and best practices including high availability, disaster recovery, normalization to third normal form, query optimization, logical models, physical models, referential integrity, domain integrity, etc.
- Experience with DB modeling tools like ERWin, ER\Studio and Visual Studio for Enterprise Architects as well as other third party software
- Experience with specifying, installing, configuring and supporting related hardware platforms including multiprocessor servers, RAID\SAN storage technology and backup solutions.
- Experience with Windows based server and desktop operating systems through Windows Server 2008.

## **2.9 TO CONTRACTOR EXPERTISE REQUIRED**

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

## **2.10 INVOICE SUBMISSION**

Invoices will be submitted by the TO Contractor on a monthly basis by the 15th business day of each month for all work completed in the previous month. Invoices for O&M work should be submitted within the first 5 business days of each month for the work performed in the previous month. Invoices submitted more than 30 calendar days late, will be reduced by 10% and will continue to be reduced every subsequent 30 calendar days until submitted.

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

### **2.10.1 INVOICE FORMAT**

A proper invoice shall identify MTA, labor category, associated TOA number, date of invoice, period of performance covered by the invoice, and a TO Contractor point of contact with telephone number.

The TO Contractor shall send the original of each invoice and supporting documentation (itemized billing reference for employees, including detail of work hours) submitted for payment to the MTA at the following address:

Ron Nizer  
Information Technology/Telecommunications  
6 St. Paul Street  
Baltimore, Maryland 21202  
Phone: 410-767-3890  
Fax: 410-333-0773  
E-mail: [rnizer@mtamaryland.com](mailto:rnizer@mtamaryland.com)

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

## SECTION 3 - TO PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

### 3.1 REQUIRED RESPONSE

Each Master Contractor receiving this CATS II TORFP must respond within the submission time designated in the Key Information Summary Sheet. Each Master Contractor is required to submit one of two possible responses: 1) a proposal; or 2) a completed Master Contractor Feedback form. The feedback form helps the State understand for future contract development why Master Contractors did not submit proposals. The form is accessible via your CATS II Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu.

### 3.2 FORMAT

If a Master Contractor elects to submit a TO Proposal, the Master Contractor shall do so in conformance with the requirements of this CATS II TORFP. The TO Proposal shall provide the following:

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

##### A) Proposed Services

- 1) Requirements: A detailed discussion of the Master Contractor's understanding of the work and the Master Contractor's capabilities, approach and solution to address the requirements outlined in Section 2.
- 2) Assumptions: A description of any assumptions formed by the Master Contractor in developing the Technical Proposal.

##### B) Proposed Personnel

- 1) Identify and provide one resume(s) for all proposed personnel by labor category.
- 2) Document that all proposed personnel meet the minimum required qualifications.
- 3) Complete and provide with the technical proposal submission, Attachment 4 – Labor Classification Personnel Resume Summary.
- 4) Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under this TOA.

##### C) Subcontractors

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

##### D) Master Contractor and Subcontractor Experience and Capabilities

- 1) Provide three examples of work assignments that the proposed personnel have completed that were similar in scope to the one defined in this TORFP. Each of the three examples, to be provided at the interview, must include a reference complete with the following:
  - a) Name of organization.
  - b) Name, title, and telephone number of point-of-contact for the reference.
  - c) Type and duration of contract(s) supporting the reference.
  - d) The services provided, scope of the contract and performance objectives satisfied as they relate to the scope of this TORFP.
  - e) Whether the proposed personnel are still providing these services and, if not, an explanation of why services are no longer provided to the client organization.

- 2) State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any government entity of the State of Maryland. For each identified contract, the Master Contractor shall provide:
  - a) The State contracting entity,
  - b) A brief description of the services/goods provided,
  - c) The dollar value of the contract,
  - d) The term of the contract,
  - e) Whether the contract was terminated prior to the specified original contract termination date,
  - f) Whether any available renewal option was not exercised,
  - g) The State employee contact person (name, title, telephone number and e-mail address).

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

E) Confidentiality

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

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

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

B) Completed Financial Proposal

The Master Contractor should indicate on Attachment 1:

The name of each resource being proposed

The appropriate Labor Category being proposed for each resource

The Fixed Hourly Labor Category Rate

Proposed rates are not to exceed the rates defined in the Master Contract.

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

### **4.1 EVALUATION CRITERIA**

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

### **4.2 TECHNICAL CRITERIA**

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

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

### **4.3 SELECTION PROCEDURES**

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

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

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



**ATTACHMENT 1 - PRICE PROPOSAL**

PRICE PROPOSAL FOR CATS II TORFP # J05B0400012

**LABOR CATEGORIES**

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

		A	B	C
Name	Labor Category	Hourly Labor Rate	Total Class Hours Annually	Total Proposed CATS II TORFP Price
Year 1(7/01/10 - 6/30/11)				
Resource Name (labor category)			2080	\$
Year 2(7/01/11 - 6/30/12)				
Resource Name			2080	\$
Year 3(7/01/12 - 6/30/13)				
Resource Name			2080	\$
Year 4(7/01/13 - 5/31/14)				
Resource Name			1920	\$
Total Evaluated Price				\$

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

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

\_\_\_\_\_  
Title

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

The Hourly Labor Rate is the actual rate the State will pay for services and must be recorded in dollars and cents. The Hourly Labor Rate cannot exceed the Master Contract Rate, but may be lower. Hourly Labor Rate shall be assumed to be an all inclusive rate which shall include any travel expenses. The total hours listed above are to be considered as estimated only and not to be construed as a guaranteed billable hours. Actual hours will be compensated at the total number of hours performed.

SUBMIT WITH THE FINANCIAL RESPONSE

**ATTACHMENT 2 - Task Order Agreement**

**CATS II TORFP # J05B0400012 OF MASTER CONTRACT # 060B9800035**

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

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 TO Requesting Agency, as identified in the CATS II TORFP # J05B0400012.
  - b. “CATS II TORFP” means the Task Order Request for Proposals # J05B0400012, dated MONTH DAY, YEAR, including any addenda.
  - c. “Master Contract” means the CATS II Master Contract between the Maryland Department of Information Technology and MASTER CONTRACTOR dated June 1, 2009.
  - d. “TO Procurement Officer” means TO Procurement Officer. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
  - e. “TO Agreement” means this signed TO Agreement between the TO Requesting Agency and MASTER CONTRACTOR.
  - f. “TO Contractor” means the CATS II Master Contractor awarded this TO Agreement, whose principal business address is \_\_\_\_\_.
  - g. “TO Manager” means TO Manager of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
  - h. “TO Proposal - Technical” means the TO Contractor’s technical response to the CATS II TORFP dated date of TO Proposal – Technical.
  - i. “TO Proposal – Financial” means the TO Contractor’s financial response to the CATS II TORFP dated date of TO Proposal - FINANCIAL.
  - j. “TO Proposal” collectively refers to the TO Proposal – Technical and TO Proposal – Financial.
2. Scope of Work
  - 2.1. This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supersede the Master Contract.
  - 2.2. The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS II TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:

- a. The TO Agreement,
- b. Exhibit A – CATS II TORFP
- c. Exhibit B – TO Proposal-Technical
- d. Exhibit C – TO Proposal-Financial

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

3. Time for Performance.

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS II TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of [REDACTED], commencing on the date of Notice to Proceed and terminating on May 31, 2014.

4. Consideration and Payment

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

4.2 Payments to the TO Contractor shall be made as outlined Section 2 of the CATS II TORFP, but no later than thirty (30) days after the Agency's receipt of an invoice for services provided by the TO Contractor, acceptance by the Agency of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.

4.3 Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is [REDACTED]. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices must be submitted to the Agency TO Manager unless otherwise specified herein.

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

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

TO CONTRACTOR NAME

\_\_\_\_\_  
By: Type or Print TO Contractor POC

\_\_\_\_\_  
Date

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

STATE OF MARYLAND, TO Requesting Agency

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

\_\_\_\_\_  
Date

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

**ATTACHMENT 3 - Conflict Of Interest Affidavit And Disclosure**

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

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

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

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

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

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

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

SUBMIT AS A .PDF FILE WITH TECHNICAL RESPONSE

## ATTACHMENT 4 - Labor Classification Personnel Resume Summary

### INSTRUCTIONS:

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

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

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

**ATTACHMENT 4  
LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY  
(CONTINUED)**

<b>Proposed Individual's Name/Company:</b>	<b>How does the proposed individual meet each requirement?</b>
<b>LABOR CLASSIFICATION TITLE – (INSERT LABOR CATEGORY NAME)</b>	
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 TO RESPONSE  
SIGNATURE REQUIRED AT THE TIME OF THE INTERVIEW

## ATTACHMENT 5 - Directions to the Pre-TO Proposal Conference

### Directions to Maryland Department of Transportation Headquarters

#### From the South

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

#### From the North

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



**ATTACHMENT 6 - 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 #J05B0400012 for Microsoft Data Base Administration Support. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to \_\_\_\_\_. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information referenced above, OFFEROR agrees as follows:

1. OFFEROR will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received, except in connection with the preparation of its TO Proposal.
2. Each employee or agent of the OFFEROR who receives or has access to the Confidential Information shall execute a copy of this Agreement and the OFFEROR shall provide originals of such executed Agreements to the State. Each employee or agent of the OFFEROR who signs this Agreement shall be subject to the same terms, conditions, requirements and liabilities set forth herein that are applicable to the OFFEROR.
3. OFFEROR shall return the Confidential Information to the State within five business days of the State's Notice of recommended award. If the OFFEROR does not submit a Proposal, the OFFEROR shall return the Confidential Information to Carl Stein, Maryland Department of Transportation 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 7 - NON-DISCLOSURE AGREEMENT (TO Contractor)

**THIS NON-DISCLOSURE AGREEMENT** ("Agreement") is made as of this \_\_\_ day of \_\_\_\_\_, 200\_\_, by and between the State of Maryland ("the State"), acting by and through its Maryland Department of Transportation (the "Department"), and \_\_\_\_\_ ("TO Contractor"), a corporation with its principal business office located at \_\_\_\_\_ and its principal office in Maryland located at \_\_\_\_\_.

### RECITALS

**WHEREAS**, the TO Contractor has been awarded a Task Order Agreement (the "TO Agreement") for Microsoft Data Base Administration Support TORFP No. J05B0400012, dated \_\_\_\_\_, (the "TORFP") issued under the Consulting and Technical Services II procurement issued by the Department, Project Number 060B9800035; and

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

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

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

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

**Contractor/Contractor's Personnel:**

**Maryland DOT:**

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

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

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

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

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

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

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

## ATTACHMENT 8 – TO CONTRACTOR SELF-REPORTING CHECKLIST

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

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

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

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

#### Section 4 – MBE Participation

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

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

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

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

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

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

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

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

Yes  No

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

\_\_\_\_\_

#### Section 5 – TO Change Management

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

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

B) Does the change management procedure include the following?

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

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

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

C) Have any change orders been executed?

Yes  No

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

\_\_\_\_\_

D) Is the change management procedure being followed?

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

**ATTACHMENT 9 – LIVING WAGE AFFIDAVIT OF AGREEMENT**

Contract No. \_\_\_\_\_

Name of Contractor \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

**If the Contract is Exempt from the Living Wage Law**

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

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

**If the Contract is a Living Wage Contract**

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

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

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

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

Name of Authorized Representative: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

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

Witness Name (Typed or Printed): \_\_\_\_\_

Witness Signature & Date: \_\_\_\_\_

**ATTACHMENT 10 – PERFORMANCE EVALUATION**

**CRITERIA ASSESSMENT SHEET - GENERAL FACTORS**

**Name:**

**EIN:**

**Rating Yr:**

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

Judgment Regarding Benefits & Privileges	5	4	3	2	1	+
Total Raw Score						=
Total Raw Score	25 - 23	22 - 18	17 - 13	12 - 8	7 - 5	
<b>Rating for Work Habits</b>	Far Exceeds	Exceeds	Meets	Below	Far Below	



**CRITERIA ASSESSMENT SHEET**

**JOB SPECIFIC FACTORS - PROFESSIONALS**

**Name:**

**EIN:**

**Rating Yr:**

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

**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**

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