



**CONSULTING AND TECHNICAL SERVICES (CATS)
TASK ORDER REQUEST FOR PROPOSALS (TORFP)**

**CHART TBU
DEDICATED NETWORK RESOURCES**

CATS TORFP PROJECT J01P9200180

**MARYLAND DEPARTMENT OF TRANSPORTATION
STATE HIGHWAY ADMINISTRATION**

ISSUE DATE: MARCH 26, 2009

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Key Information Summary Sheet

This Consulting and Technical Services (CATS) 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 Master Contractors approved to perform work in the functional area under which this TORFP is released and submit are invited to submit a Task Order (TO) Proposal to this TORFP. All Master Contractors must complete and submit a Master Contractor Feedback Form via the CATS website regardless of whether a TO Proposal is submitted or not. The form is accessible via, your CATS 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 conditions contained in the CATS RFP issued by the Maryland Department of Budget and Management (DBM), Office of Information Technology (OIT) and subsequent Master Contract Project Number 050R5800338, including any amendments. Note, as of July 1, 2008, the CATS Master Contract is administered by the Maryland Department of Information Technology (DoIT), under BPO Number 060B9800029.

Although information from the Contractors must be sent to concurrent individuals as stated in this Key Information Summary Sheet, all correspondence from MDOT to the Contractors shall be sent only by the MDOT Contracts Manager or designee. Also, all original proposals submitted by the Contractors shall be emailed to the MDOT IT Contract Administrator and copies emailed to all other individuals listed in the Key Information Summary Sheet.

TORFP NAME:	SHA/CHART TBU Dedicated Network Resources
Functional Area:	FA6 Systems/Facilities Management & Maintenance
TORFP Issue Date:	March 26, 2009
Closing Date and Time:	April 16, 2009 at 12:00 PM
TORFP Issuing Agency Office:	Maryland Department of Transportation State Highway Administration
Questions and Proposals are to be sent to: Questions must be submitted no later April 8, 2009 at 12:00 PM.	Contractmanagement@mdot.state.md.us
TO Procurement Officer:	Carl Stein cstein@mdot.state.md.us Office Phone Number: 410-865-1315 Office FAX Number: 410-865-1103
TO Manager:	Jerry McVey jmcvey@sha.state.md.us Office Phone Number: 410-582-5690 Office FAX Number: 410-582-9880
TO Project Number:	J01P9200180
TO Type:	Time and Material
Period of Performance:	Notice to Proceed through December 31, 2010

MBE Goal:	5%
Small Business Reserve (SBR):	No
Primary Place of Performance:	Maryland State Highway Administration Statewide Operations Center 7491 Connelley Dr. Hanover, MD 21076
TO Pre-proposal Conference:	April 6, 2009 at 10:00 AM Harry Hughes Conference Room MDOT HQ 7201 Corporate Center Drive Hanover, MD 21076

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 scope issues, and for authorizing any changes to the TO Agreement. See Section 2.13 for information on change orders.

The TO Manager has the primary responsibility for the management of the work performed under the TO Agreement; administration functions, including issuing written directions; ensuring compliance with the terms and conditions of the CATS 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 TO Agreement, 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 stated date and exact time. The time will be local time as determined by MDOT's e-mail system time stamp. 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 # J01P9200180. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS TORFP # J01P9200180 Technical". The second file will be the financial response to this CATS TORFP and titled, "CATS TORFP # J01P9200180 Financial". The proposal documents that must be submitted with a signature, Attachment 2 - MBE Forms D-1 and D-2 and Attachment 4 - Conflict of Interest and Disclosure Affidavit, must be submitted as .PDF files with signatures clearly visible.

1.4 MINORITY BUSINESS ENTERPRISE (MBE)

A Master Contractor that responds to this TORFP shall complete, sign, and submit all required MBE 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 MBE documentation at the time it submits its TO Proposal will result in the State's rejection of the Master Contractor's TO Proposal.**

1.5 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 and Disclosure 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 MDOT. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement (Offeror) in the form of Attachment 8. 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 TO Agreement in order to fulfill the requirements of the TO Agreement. 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 9.

1.7 LIMITATION OF LIABILITY CEILING

Pursuant to Section 28(C) of the CATS Master Contract, the limitation of liability per claim under this TORFP shall not exceed the total TO Agreement amount established.

SECTION 2 - SCOPE OF WORK

2.1 PURPOSE AND BACKGROUND

2.1.1 PURPOSE

The Maryland Department of Transportation (MDOT) is issuing this CATS TORFP to obtain the necessary expertise and labor for IT systems management and maintenance services directly relating to Transportation Business Unit (TBU) specific applications and TBU specific server support. The TO Contractor(s) will be required to provide up to 4 resources that will be located at the TBU as described in the following table. The TBU Dedicated Resources will not be required to travel more than 30 miles outside of the state.

Function	Location	Resources Required
On-Site Support (as defined in section 2.3)	7491 Connelley Dr Hanover, MD 21076	3 Full Time 1 FTE (may be made up of multiple resources)

2.1.2 PROJECT BACKGROUND

This TO is issued by the Maryland Department of Transportation 7201 Corporate Center Drive, Hanover, Maryland 21076. MDOT's enterprise wide network is managed through a coordinated approach by MDOT and a contractor, for the CHART Transportation Business Unit (TBU).

Following is a description of the CHART's Organizational Structure, business process flow, and system architecture. The overall case for action, referred to as Business Area Architecture (BAA), is a vision for CHART, and contains the critical business process flows, organizational structures, performance objectives and technology models. This BAA can be viewed in detail in the CHART reading room at <http://www.chart.state.md.us/readingroom/readingroom.asp>

The original BAA was a work product for the Release One of the CHART system. The BAA has been updated with subsequent builds. Highlights of the BAA include but are not limited to the following:

CHART Organizational Structure

CHART (Coordinated Highways Action Response Team) is a joint effort of the Maryland Department of Transportation, the Maryland Transportation Authority (MdTA) and the Maryland State Police, in cooperation with other federal, state and local agencies. CHART's Mission is to improve "real-time" operations of Maryland's highway system through teamwork and technology. The CHART program relies on communication, coordination and cooperation among agencies and disciplines, both within Maryland and neighboring states, to foster the teamwork and information flow to achieve this mission.

The Office of CHART and ITS Development is led by a Director who reports to the CHART

Board of Directors. The Board of Directors is comprised of key stake holders and is led by the Maryland State Highway Administration's Deputy Administrator for Operations / Chief Engineer. The Office of CHART is broken down into four work groups Administrative, Operations, Integration and ITS Development.

CHART Business Process Flow

Traffic management as performed by CHART is comprised of five major groups of processes.

- Traffic Monitoring, detection and verification;
- Incident, traffic, operations management;
- Traveler Information;
- Performance measurement and traffic flow analysis;
- External transportation management system interface.

2.1.3 PROJECT BACKGROUND

Critical Major Categories for CHART objectives

CHART has been developed to be a statewide traffic management system, not limited to one or two specific corridors of high traffic volumes, but expandable to cover the entire State as funds, resources, and roadside equipment become available to support traffic management. The CHART System, its architecture and its resources shall apply Statewide.

CHART has evolved into a coordination focal point, able to identify incidents, congestion, construction, road closures and other emergency conditions; and then able to share data and coordinate response with various agencies, as necessary, to respond to recurring and non-recurring congestion and emergencies. It should also manage traffic flow with traveler advisories and signal controls, and coordinate or aid in the cleanup and clearance of obstructions. The CHART System shall have a high level of interactive communication that includes but is not limited to coordinating between jurisdictions, first responders, and traveling public.

CHART is an information provider, providing real-time traffic flow and road condition information to travelers and the media broadcasters, as well as providing real-time and archived data to other State agencies and local, regional, inter-state, and private sector partners. The CHART System shall operate across diverse informational mediums with immediate responsive notifications and communications. Abilities shall include archive and retrieval for historical data reconstruction and analyses.

CHART is a 7 day per week, 24 hours per day operation, with the system performing internal processing and status checks to detect failed system components and resetting or reconfiguring itself where appropriate, or notifying operators and/or maintenance staff where necessary for service. The CHART System shall therefore be 24/7 operational, highly reliable, self-monitoring and with automated error correction.

Operating Environments: The CHART System is a combination of Windows 2003 Servers and Windows XP workstations connected to a statewide network of Closed Circuit television cameras, overhead and portable Dynamic Message Signs (DMS), Highway Advisory Radios (HAR), microwave traffic flow detectors, and remote weather stations that identify traffic flow disruptions, send responders to correct the disruption and notify the public using the DMS and HAR above as well as notifications to the media and a live traffic web site (<http://www.traffic.md.gov>). The software is built using Java and C++ and connects to an Oracle database. Interprocess communications is achieved using an industry standard CORBA (common object request broker

architecture) package. In the past several years, two web-based applications have been developed to compliment and have replaced the original thick client. A web-map based Graphical User Interface and a web-based User Interface is connected to the CHART servers using CORBA listeners and serve full CHART functionality across disparate hardware platforms. The CHART Operating environment is a fully distributed, fault tolerant architecture with multiple servers along with external systems running Microsoft 2003 Server and Microsoft SQL Databases. Users and remote connections are made via the MDOT Enterprise Network. Field devices are connected to via a variety of telecommunications means from Plain Old Telephone (POTS), ISDN, Frame Relay, and T1 and State owned fiber. Further details can be found in the CHART Reading Room: <http://www.chart.state.md.us/readingroom/readingroom.asp>.

Customer Interfaces: CHART Users access the CHART Software via the MDOT Enterprise Network and client hardware. This hardware is typically a standard Intel workstation. The required operating system is Microsoft Windows XP. The CHART Software is accessed using the SHA/CHART Standard Web Browser (Microsoft Internet Explorer) though a CHART Lite Webserver. Internet Explorer (IE 6) version 6.0 and Flash at a minimum is required.

Administrative Interfaces: CHART Administrators access the CHART Software via the MDOT Enterprise Network though a CHART Lite Webserver. This hardware is typically a standard Intel workstation. The required operating system is Microsoft Windows XP.

2.2 PROFESSIONAL DEVELOPMENT

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

2.3 TO CONTRACTOR PERSONNEL DUTIES AND RESPONSIBILITIES

At a minimum, the work to be accomplished by the TO Contractor personnel under this TORFP shall consist of the following as directed by CHART and described in the following.

2.3.1 POSITION NO. 1 – CHART On-Site Support

Duties and responsibilities:

The services required by this position include:

1. Help Desk / Break-fix support for:
 - a. CHART Application (See Attachment 17 for Details)
 - i. End user support
 - ii. CHART Server services: installing, monitoring, restarting, troubleshooting
 - iii. CHART Lite services: installing, monitoring, restarting, troubleshooting

- iv. Interprocess communication: workstation to web server to backend server to field device
 - v. FMS services: installing, monitoring, restarting, troubleshooting
 - b. EORS Application (See Attachment 18 for Details)
 - i. Services installing, monitoring, restarting, troubleshooting
 - ii. End user support
 - c. SCAN Application (See Attachment 19 for Details)
 - i. Services installing, monitoring, restarting, troubleshooting
 - ii. End user support
 - d. Mapping application (See Attachment 20 for Details)
 - i. Services installing, monitoring, restarting, troubleshooting
 - ii. End user support
- 2. Site Survey for Network Components of new CHART Operations Centers and Field Devices (See Attachment 12 and 13),
- 3. Technical and administrative support for identification / specification of IT components for state purchase
- 4. Technical and administrative support for circuit identification for state ordering / payment of circuits
- 5. LAN/WAN upgrades
- 6. Consolidation support (virtualization, blade-based servers, etc)
- 7. Efficiency/enhancement/technology refreshment studies
- 8. Voice, data and video technical support services
- 9. Management of PC/servers including moves/adds/changes.
 - a. This includes the management of security and virus patches as they become available.
 - b. This also includes the documentation of all of this equipment.
 - c. This also includes the troubleshooting and replacing of a failed machine or component of such a machine.
- 10. Management of all storage subsystems including tape backup units and associated software.
- 11. Management of all network equipment used to provide connectivity to the MDOT enterprise network. This includes routers, switches, CSU/DSU and other associated telecommunication type equipment.
 - a. This includes the handling of replacement of failed units.
- 12. Typical Microsoft Active Directory management of user account and PC/server management including moves/adds/changes and the update of all documentation associated with this.
- 13. Management of TCP/IP network configuration and all associated assets. This includes the servers that handle DNS, WINS and other name to IP translation services.
 - a. This also includes the management of the multi-cast addresses assigned to CHART for the video distribution subsystem.
- 14. Management of UPS systems that are connected to the CHART servers.
 - a. This includes active monitoring of the battery state.
 - b. Routine maintenance and upgrade of UPS components as specified by their respective manufacturer.
- 15. Coordinate with the MDOT NOC the monitoring of all PCs, servers, network components and software services as required under this agreement.

- a. Coordination also includes utilizing the existing tools provided by the MDOT NOC to troubleshoot problems, schedule work and update documentation associated with the equipment being handled by this agreement.
16. Attend meetings as directed.
17. Provide technical support for operations and maintenance of the CHART system.
- a. Day-to-day operations, monitoring and troubleshooting.
 - b. Also includes future system enhancements, review of upcoming technology and how it can be integrated into the system, capacity planning, life-cycle review and replacement, and other technical issues common to large scale system deployments and ongoing operations and maintenance.
18. Disaster recovery planning and documentation
19. Respond to outages, physical infrastructure issues and other equipment issues on a 24/7 basis.

Education:

A college degree in Computer Science or related field is preferred

Experience:

This position must demonstrate a level of expertise in systems with similar size and scope of CHART. This position shall have a strong background in personal computers, knowledgeable in networking and networked systems, be able to technically diagnose and document problems, apply solutions, and have good customer service and communication skills. Knowledge base shall include 1-year experience in each of the following:

1. Microsoft Active Directory: Troubleshoot PC hardware or software. MDOT's current NMS (network management services) Contractor will handle most of the server problems, but there may be instances when the individual will be called to assist in installation of equipment or for the correction of a user problem.
2. PCs, laptops, stand-alone and networked printers, standalone and networked scanners, modems, jet direct cards. Repair, install, upgrade, or reconfigure any of these items utilized within the agency.
3. Windows 2000 and XP Operating Systems for workstations, Windows 2000/2003 for servers, Unix/Linux for video encoding appliances: Must be able to install and properly configure all operating systems.
4. Standard Software: Must be proficient in Microsoft Office 2000 and 2003 Professional Suite, Microsoft Outlook 2003, MS Visio, MS Project, Internet browser (Microsoft Internet Explorer 6.x), McAfee Virus Scan, Patch Management (Shavlik), Adobe Acrobat, Cisco VPN software.

2.3.2 POSITION NO. 2 – CHART On-Site Support

Duties and responsibilities:

The services required by this position include:

1. Help Desk / Break-fix support for:
 - a. CHART Application (See Attachment 17 for Details)
 - i. End user support
 - ii. CHART Server services: installing, monitoring, restarting, troubleshooting
 - iii. CHART Lite services: installing, monitoring, restarting, troubleshooting
 - iv. Interprocess communication: workstation to web server to backend server to field device
 - v. FMS services: installing, monitoring, restarting, troubleshooting
 - b. EORS Application (See Attachment 18 for Details)
 - i. Services installing, monitoring, restarting, troubleshooting
 - ii. End user support
 - c. SCAN Application (See Attachment 19 for Details)
 - i. Services installing, monitoring, restarting, troubleshooting
 - ii. End user support
 - d. Mapping application (See Attachment 20 for Details)
 - i. Services installing, monitoring, restarting, troubleshooting
 - ii. End user support
2. Site Survey for Network Components of new CHART Operations Centers and Field Devices (See Attachment 12 and 13),
3. Technical and administrative support for identification / specification of IT components for state purchase
4. Technical and administrative support for circuit identification for state ordering / payment of circuits
5. LAN/WAN upgrades
6. Consolidation support (virtualization, blade-based servers, etc)
7. Efficiency/enhancement/technology refreshment studies
8. Voice, data and video technical support services
9. Management of PC/servers including moves/adds/changes.
 - a. This includes the management of security and virus patches as they become available.
 - b. This also includes the documentation of all of this equipment.
 - c. This also includes the troubleshooting and replacing of a failed machine or component of such a machine.
10. Management of all storage subsystems including tape backup units and associated software.
11. Management of all network equipment used to provide connectivity to the MDOT enterprise network. This includes routers, switches, CSU/DSU and other associated telecommunication type equipment.
 - a. This includes the handling of replacement of failed units.
12. Typical Microsoft Active Directory management of user account and PC/server management including moves/adds/changes and the update of all documentation associated with this.
13. Management of TCP/IP network configuration and all associated assets. This includes the servers that handle DNS, WINS and other name to IP translation services.
 - a. This also includes the management of the multi-cast addresses assigned to CHART for the video distribution subsystem.
14. Management of UPS systems that are connected to the CHART servers.

- a. This includes active monitoring of the battery state.
 - b. Routine maintenance and upgrade of UPS components as specified by their respective manufacturer.
15. Coordinate with the MDOT NOC the monitoring of all PCs, servers, network components and software services as required under this agreement.
- a. Coordination also includes utilizing the existing tools provided by the MDOT NOC to troubleshoot problems, schedule work and update documentation associated with the equipment being handled by this agreement.
16. Attend meetings as directed.
17. Provide technical support for operations and maintenance of the CHART system.
- a. Day-to-day operations, monitoring and troubleshooting.
 - b. Also includes future system enhancements, review of upcoming technology and how it can be integrated into the system, capacity planning, life-cycle review and replacement, and other technical issues common to large scale system deployments and ongoing operations and maintenance.
18. Disaster recovery planning and documentation
19. Respond to outages, physical infrastructure issues and other equipment issues on a 24/7 basis.

Education:

A college degree in Computer Science or related field is preferred

Experience:

This position must demonstrate a level of expertise in systems with similar size and scope of CHART. This position shall have a strong background in personal computers, knowledgeable in networking and networked systems, be able to technically diagnose and document problems, apply solutions, and have good customer service and communication skills. Knowledge base shall include 1-year experience in each of the following:

1. Microsoft Active Directory: Troubleshoot PC hardware or software. MDOT's current NMS (network management services) Contractor will handle most of the server problems, but there may be instances when the individual will be called to assist in installation of equipment or for the correction of a user problem.
2. PCs, laptops, stand-alone and networked printers, standalone and networked scanners, modems, jet direct cards. Repair, install, upgrade, or reconfigure any of these items utilized within the agency.
3. Windows 2000 and XP Operating Systems for workstations, Windows 2000/2003 for servers, Unix/Linux for video encoding appliances: Must be able to install and properly configure all operating systems.
4. Standard Software: Must be proficient in Microsoft Office 2000 and 2003 Professional Suite, Microsoft Outlook 2003, MS Visio, MS Project, Internet browser (Microsoft Internet Explorer 6.x), McAfee Virus Scan, Patch Management (Shavlik), Adobe Acrobat, Cisco VPN software.

2.3.3 POSITION NO. 3 – CHART On-Site Support

Duties and responsibilities:

The services required by this position include:

1. Help Desk / Break-fix support for:
 - a. CHART Application (See Attachment 17 for Details)
 - i. End user support
 - ii. CHART Server services: installing, monitoring, restarting, troubleshooting
 - iii. CHART Lite services: installing, monitoring, restarting, troubleshooting
 - iv. Interprocess communication: workstation to web server to backend server to field device
 - v. FMS services: installing, monitoring, restarting, troubleshooting
 - b. EORS Application (See Attachment 18 for Details)
 - i. Services installing, monitoring, restarting, troubleshooting
 - ii. End user support
 - c. SCAN Application (See Attachment 19 for Details)
 - i. Services installing, monitoring, restarting, troubleshooting
 - ii. End user support
 - d. Mapping application (See Attachment 20 for Details)
 - i. Services installing, monitoring, restarting, troubleshooting
 - ii. End user support
2. Site Survey for Network Components of new CHART Operations Centers and Field Devices (See Attachment 12 and 13),
3. Technical and administrative support for identification / specification of IT components for state purchase
4. Technical and administrative support for circuit identification for state ordering / payment of circuits
5. LAN/WAN upgrades
6. Consolidation support (virtualization, blade-based servers, etc)
7. Efficiency/enhancement/technology refreshment studies
8. Voice, data and video technical support services
9. Management of PC/servers including moves/adds/changes.
 - a. This includes the management of security and virus patches as they become available.
 - b. This also includes the documentation of all of this equipment.
 - c. This also includes the troubleshooting and replacing of a failed machine or component of such a machine.
10. Management of all storage subsystems including tape backup units and associated software.
11. Management of all network equipment used to provide connectivity to the MDOT enterprise network. This includes routers, switches, CSU/DSU and other associated telecommunication type equipment.
 - a. This includes the handling of replacement of failed units.

12. Typical Microsoft Active Directory management of user account and PC/server management including moves/adds/changes and the update of all documentation associated with this.
13. Management of TCP/IP network configuration and all associated assets. This includes the servers that handle DNS, WINS and other name to IP translation services.
 - a. This also includes the management of the multi-cast addresses assigned to CHART for the video distribution subsystem.
14. Management of UPS systems that are connected to the CHART servers.
 - a. This includes active monitoring of the battery state.
 - b. Routine maintenance and upgrade of UPS components as specified by their respective manufacturer.
15. Coordinate with the MDOT NOC the monitoring of all PCs, servers, network components and software services as required under this agreement.
 - a. Coordination also includes utilizing the existing tools provided by the MDOT NOC to troubleshoot problems, schedule work and update documentation associated with the equipment being handled by this agreement.
16. Attend meetings as directed.
17. Provide technical support for operations and maintenance of the CHART system.
 - a. Day-to-day operations, monitoring and troubleshooting.
 - b. Also includes future system enhancements, review of upcoming technology and how it can be integrated into the system, capacity planning, life-cycle review and replacement, and other technical issues common to large scale system deployments and ongoing operations and maintenance.
18. Disaster recovery planning and documentation
19. Respond to outages, physical infrastructure issues and other equipment issues on a 24/7 basis.

Education:

A college degree in Computer Science or related field is preferred

Experience:

This position must demonstrate a level of expertise in systems with similar size and scope of CHART. This position shall have a strong background in personal computers, knowledgeable in networking and networked systems, be able to technically diagnose and document problems, apply solutions, and have good customer service and communication skills. Knowledge base shall include 1-year experience in each of the following:

1. Microsoft Active Directory: Troubleshoot PC hardware or software. MDOT's current NMS (network management services) Contractor will handle most of the server problems, but there may be instances when the individual will be called to assist in installation of equipment or for the correction of a user problem.
2. PCs, laptops, stand-alone and networked printers, standalone and networked scanners, modems, jet direct cards. Repair, install, upgrade, or reconfigure any of these items utilized within the agency.
3. Windows 2000 and XP Operating Systems for workstations, Windows 2000/2003 for servers,

Unix/Linux for video encoding appliances: Must be able to install and properly configure all operating systems.

4. Standard Software: Must be proficient in Microsoft Office 2000 and 2003 Professional Suite, Microsoft Outlook 2003, MS Visio, MS Project, Internet browser (Microsoft Internet Explorer 6.x), McAfee Virus Scan, Patch Management (Shavlik), Adobe Acrobat, Cisco VPN software.

2.3.4 POSITION NO. 4 – CHART Database Support Specialist

Duties and responsibilities:

The services required by this position shall be on an as-needed basis and shall include:

1. Help Desk / Break-fix support for:
 - a. CHART Application (See Attachment 17 for Details)
 - a. CHART Database services: installing, monitoring, restarting, troubleshooting (see Section 3.9 of Operations and Maintenance Guide R3B1 Revision 1.doc in Attachment 17)
 - b. EORS Application (See Attachment 18 for Details)
 - i. EORS Database services: installing, monitoring, restarting, troubleshooting
 - c. SCAN Application (See Attachment 19 for Details)
 - i. SCAN Database services: installing, monitoring, restarting, troubleshooting
 - d. Mapping application (See Attachment 20 for Details)
 - i. Mapping Database services: installing, monitoring, restarting, troubleshooting
2. Technical and administrative support for identification / specification of IT database components for state purchase
3. Consolidation of database support (virtualization, blade-based servers, etc)
4. Efficiency/enhancement/technology refreshment studies
5. Attend meetings as directed.
6. Provide technical support for operations and maintenance of the CHART system.
 - a. Day-to-day operations, monitoring and troubleshooting.
 - b. Also includes future system enhancements, review of upcoming technology and how it can be integrated into the system, capacity planning, life-cycle review and replacement, and other technical issues common to large scale system deployments and ongoing operations and maintenance.
7. Database Disaster recovery planning and documentation
8. Respond to outages, physical infrastructure issues and other equipment issues on a 24/7 basis.

Education:

A college degree in Computer Science or related field is preferred

Experience:

This position must demonstrate a level of expertise in with at least 1 year experience with DBA duties for a system with similar size and scope of CHART This position shall have a strong background in database design, implementation, documentation and maintenance, be able to technically diagnose and document problems, apply solutions, and have good customer service and communication skills. Knowledge base shall include 1-year experience in each of the following:

1. Oracle (version 8 through 10 preferred)
2. Microsoft SQL (version XXX preferred)

2.3.5 POSITION NO. 5 – CHART CORBA Support Specialist

Duties and responsibilities:

The services required by this position shall be on an as-needed basis and shall include:

1. Help Desk / Break-fix support for:
 - a. CHART Application (See Attachment 17 for Details)
 - i. CHART CORBA services: installing, monitoring, restarting, troubleshooting (see Section 3.5 and Appendices of Operations and Maintenance Guide R3B1 Revision 1.doc in Attachment 17)
 - b. EORS Application (See Attachment 18 for Details)
 - ii. EORS CORBA Listener: installing, monitoring, restarting, troubleshooting
 - c. Mapping application (See Attachment 20 for Details)
 - ii. Mapping CORBA Listener: installing, monitoring, restarting, troubleshooting
2. Technical and administrative support for identification / specification of IT CORBA Object Request Broker components for state purchase
3. Efficiency/enhancement/technology refreshment studies
4. Attend meetings as directed.
5. Provide technical support for operations and maintenance of the CHART system.
 - a. Day-to-day operations, monitoring and troubleshooting.
 - b. Also includes future system enhancements, review of upcoming technology and how it can be integrated into the system, capacity planning, life-cycle review and replacement, and other technical issues common to large scale system deployments and ongoing operations and maintenance.
6. Respond to outages, physical infrastructure issues and other equipment issues on a 24/7 basis.

2.3.6 POSITION NO. 6 – CHART On-Site Support

Duties and responsibilities:

The services required by this position shall be on an as-needed basis when requested by the state to support the three full-time positions when they are overwhelmed by immediate or unexpected tasking and shall include:

1. Help Desk / Break-fix support for:

- a. CHART Application (See Attachment 17 for Details)
 - i. End user support
 - ii. CHART Server services: installing, monitoring, restarting, troubleshooting
 - iii. CHART Lite services: installing, monitoring, restarting, troubleshooting
 - iv. Interprocess communication: workstation to web server to backend server to field device
 - v. FMS services: installing, monitoring, restarting, troubleshooting
- b. EORS Application (See Attachment 18 for Details)
 - i. Services installing, monitoring, restarting, troubleshooting
 - ii. End user support
- c. SCAN Application (See Attachment 19 for Details)
 - i. Services installing, monitoring, restarting, troubleshooting
 - ii. End user support
- d. Mapping application (See Attachment 20 for Details)
 - i. Services installing, monitoring, restarting, troubleshooting
 - ii. End user support
2. Site Survey for Network Components of new CHART Operations Centers and Field Devices (See Attachment 12 and 13),
3. Technical and administrative support for identification / specification of IT components for state purchase
4. Technical and administrative support for circuit identification for state ordering / payment of circuits
5. LAN/WAN upgrades
6. Consolidation support (virtualization, blade-based servers, etc)
7. Efficiency/enhancement/technology refreshment studies
8. Voice, data and video technical support services
9. Management of PC/servers including moves/adds/changes.
 - a. This includes the management of security and virus patches as they become available.
 - b. This also includes the documentation of all of this equipment.
 - c. This also includes the troubleshooting and replacing of a failed machine or component of such a machine.
10. Management of all storage subsystems including tape backup units and associated software.
11. Management of all network equipment used to provide connectivity to the MDOT enterprise network. This includes routers, switches, CSU/DSU and other associated telecommunication type equipment.
 - a. This includes the handling of replacement of failed units.
12. Typical Microsoft Active Directory management of user account and PC/server management including moves/adds/changes and the update of all documentation associated with this.
13. Management of TCP/IP network configuration and all associated assets. This includes the servers that handle DNS, WINS and other name to IP translation services.
 - a. This also includes the management of the multi-cast addresses assigned to CHART for the video distribution subsystem.
14. Management of UPS systems that are connected to the CHART servers.
 - a. This includes active monitoring of the battery state.

- b. Routine maintenance and upgrade of UPS components as specified by their respective manufacturer.
15. Coordinate with the MDOT NOC the monitoring of all PCs, servers, network components and software services as required under this agreement.
 - a. Coordination also includes utilizing the existing tools provided by the MDOT NOC to troubleshoot problems, schedule work and update documentation associated with the equipment being handled by this agreement.
 16. Attend meetings as directed.
 17. Provide technical support for operations and maintenance of the CHART system.
 - a. Day-to-day operations, monitoring and troubleshooting.
 - b. Also includes future system enhancements, review of upcoming technology and how it can be integrated into the system, capacity planning, life-cycle review and replacement, and other technical issues common to large scale system deployments and ongoing operations and maintenance.
 18. Disaster recovery planning and documentation
 19. Respond to outages, physical infrastructure issues and other equipment issues on a 24/7 basis.

Education:

A college degree in Computer Science or related field is preferred

Experience:

This position must demonstrate a level of expertise in systems with similar size and scope of CHART. This position shall have a strong background in personal computers, knowledgeable in networking and networked systems, be able to technically diagnose and document problems, apply solutions, and have good customer service and communication skills. Knowledge base shall include 1-year experience in each of the following:

1. Microsoft Active Directory: Troubleshoot PC hardware or software. MDOT's current NMS (network management services) Contractor will handle most of the server problems, but there may be instances when the individual will be called to assist in installation of equipment or for the correction of a user problem.
2. PCs, laptops, stand-alone and networked printers, standalone and networked scanners, modems, jet direct cards. Repair, install, upgrade, or reconfigure any of these items utilized within the agency.
3. Windows 2000 and XP Operating Systems for workstations, Windows 2000/2003 for servers, Unix/Linux for video encoding appliances: Must be able to install and properly configure all operating systems.
4. Standard Software: Must be proficient in Microsoft Office 2000 and 2003 Professional Suite, Microsoft Outlook 2003, MS Visio, MS Project, Internet browser (Microsoft Internet Explorer 6.x), McAfee Virus Scan, Patch Management (Shavlik), Adobe Acrobat, Cisco VPN software.

2.4 WORK HOURS

- A. The TO Contractor’s assigned personnel will average an eight-hour day (generally 7:30 AM to 5:00 PM), Monday through Friday except for State holidays. Personnel may also be required to participate in a rotating emergency on-call schedule, providing non-business hours support. Due to the safety sensitive nature of the CHART system, personnel assigned to CHART network engineering services will be required to be on-call 24 hours a day.
- B. Services may also involve some evening and/or weekend hours performing planned system upgrades in addition to core business-day hours. Hours performing system upgrades would be billed on actual time worked at the rates proposed.
- C. Request for leave should be submitted to the TBU TO Manager or designee at least two weeks in advance, except in emergency situations. The TO Manager reserves the right to request a temporary replacement if leave extends longer than three consecutive days. In cases where there is insufficient coverage, leave may be denied.
- D. TO Contractor personnel must have a valid driver’s license and their own transportation.

2.5 DELIVERABLES

- A. Personnel
The TO Contractor shall be responsible for providing, on a continual basis for all assigned tasks, the personnel required in this TORFP within the timeframe required as specified by the TO Manager.
- B. Weekly Status Report
At the conclusion of each work week, the TO Contractor shall be responsible for compiling and submitting to the TO Manager, a status report that summarizes the following:
 - Assigned work efforts and status (completed, in progress, on-hold) and issues identified.
 - Emergency work efforts and issues identified.
 - Proposed activities for the upcoming workweek.
 - Hours worked by individual TO Contractor personnel.

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 QUALIFICATIONS

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 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:

2.8 PERFORMANCE EVALUATION

The TO Contractor personnel will be evaluated by the TO Manager on a schedule consistent with evaluations of MDOT personnel for each assignment performed during that period. The established performance evaluation and standards are included as Attachment 10. The TO Contractor personnel must maintain at least an “Exceeds Standards” in each major category of the performance evaluation (i.e., Dependability, Job Knowledge, etc.) and at least a “Meets Standards” in all individual criteria (i.e., Punctuality, Tact, etc.) If prior to a scheduled evaluation the TO Manager has determined there are issues with the performance of TO Contractor personnel, the TO Manager will notify both the TO Contractor and the TO Contractor personnel by email, identifying the issue and the expected action(s) to correct the issue.

2.9 NON PERFORMANCE OF PERSONNEL

In the event that MDOT is dissatisfied with the TO Contractor’s personnel for not performing to the standards specified in Section 2, the TO Manager may request that Contractor personnel be removed or substituted. Replacement personnel must have qualifications equal to or greater than that of the non performing person initially proposed and evaluated and accepted in the TO Agreement. The TO Manager will determine the amount of time the TO Contractor has to provide a replacement.

2.10 SUBSTITUTION OF PERSONNEL

The TO Contractor shall propose only staff available at the time of the TO Proposal and that satisfy the personnel qualifications specified in the Master Contract. In addition, the TO Contractor shall abide by the substitution of personnel requirements in the Master Contract.

2.11 INVOICING

Invoices shall be submitted monthly. Invoices will reflect costs for hours worked indicated in the accompanying weekly status report. Upon verification and acceptance of the invoices by the TO Manager, payment will be made to the TO Contractor.

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

2.11.1 INVOICE SUBMISSION PROCEDURE

This procedure consists of the following requirements and steps:

- A) The invoice shall identify the TBU associated TO Agreement 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 employee including detail of work hours, and copies of the weekly status reports) submitted for payment to the following address:

CHART Systems Engineer (Jerry McVey)
Maryland State Highway Administration
Statewide Operations Center
7491 Connelley Dr.
Hanover, MD 21076
jmcvey@sha.state.md.us
(410) 582-5690 - Phone (410) 582-9880 - fax

CHART may change the IT Financial Services Manager at any time by written notice.

- 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 TO Agreement. In no event shall any invoice be submitted later than 60 calendar days to agreement termination date.

2.12 MBE PARTICIPATION REPORTS

Monthly reporting of MBE participation is required in accordance with the terms and conditions of the CATS Master Contract by the 15th day of each month. The TO Contractor shall provide a completed MBE Participation form (Attachment 2, Form D-5) to MDOT at the same time the invoice copy is sent. The TO Contractor shall ensure that each MBE Subcontractor provides a completed MBE Participation Form (Attachment 2, Form D-6). Subcontractor reporting shall be sent directly from the subcontractor to MDOT. MDOT will monitor both the TO Contractor’s efforts to achieve the MBE participation goal and compliance with reporting requirements. The TO Contractor shall email all completed forms, copies of invoices and checks paid to the MBE directly to the TO Procurement Officer and TO Manager

2.13 CHANGE ORDERS

If the TO Contractor is required to perform additional work, or there is a work reduction due to unforeseen scope changes, a TO Change Order will be initiated through the MDOT Contract Management Office. The TO Contractor and MDOT shall negotiate a mutually acceptable price modification based on the TO Contractor’s proposed rates in the Master Contract and scope of the work change. No scope of work modifications shall be performed until a change order is approved by the MDOT TO Manager, and executed by the MDOT Contracts Manager.

SECTION 3 - TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1 REQUIRED RESPONSE

Each Master Contractor receiving this CATS 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 and 2) a completed Master Contractors Feedback form, submitted electronically off the CATS web site.

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 TORFP. A TO Proposal shall provide the following:

3.2.1 THE TECHNICAL PORTION OF THE TO PROPOSAL SHALL INCLUDE

A) Proposed Services

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

B) Proposed Personnel

- 1) Identify and provide resumes for all proposed personnel by labor category.
- 2) Certify that all proposed personnel meet the minimum required qualifications and possess the required technical certifications in Section 2.3.
- 3) Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under this TO Agreement.
- 4) Complete and provide Attachment 5 – Labor Classification Personnel Resume Summary.

C) MBE Participation

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

D) Subcontractors

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

E) Master Contractor and Subcontractor Experience and Capabilities

- 1) Provide three examples of projects that you have completed that were similar in scope to the one defined in this TORFP Scope of Work. Each of the three examples 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 Master Contractor is still providing these services and, if not, an explanation of why it is no longer providing the services 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.

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 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;
- B) Attachment 1 - Completed Financial Proposal, including:

The Master Contractor should indicate on Attachment 1 the appropriate Labor Category being proposed and the Fixed Hourly Labor Category Rate. Proposed rates are not to exceed the rates defined in the Master Contract.

SECTION 4 - PROCEDURE FOR AWARDING A TASK ORDER 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 TORFP. In making the TO Agreement award determination, the MDOT will consider all information submitted in accordance with Section 3.

4.2 TECHNICAL CRITERIA

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

- The Master Contractor's innovative approach to helping CHART move from a slow, single, reactive overall network contractor to a nimble, proactive, multi-contractor environment while keeping or exceeding the current high availability of the distributed CHART network of systems.
- The experience of the Master Contractor's proposed personnel performing the duties and responsibilities in Section 2.
- Satisfactory past performance on engagements provided as reference accounts in the Master Contractor's Technical Proposal to the TO, or other engagements not provided in the Technical Proposal but known to the State.
- The overall understanding of the work required by the TO Contractor.

4.3 SELECTION PROCEDURES

- A. Proposed personnel will be assessed for compliance with the qualifications in Section 2.3 of the TORFP. Master Contractors proposing personnel who fail to meet the minimum qualifications will be disqualified and their proposals eliminated from further consideration.
- B. TO Proposals deemed technically qualified will have their financial proposal considered.
- C. The State will require interviews with all qualified personnel proposed by each of the qualified Master Contractors. In order to ensure as timely an evaluation process as possible, the State will begin conducting interviews one week after receipt of proposals. The number of days for interviews will be dependent upon the number of proposals received. The State will notify all Master Contractors by email of specific dates and contact information for scheduling. Master Contractors must ensure that proposed personnel will be available for the interview in order for their technical proposals to be considered for award.
- D. Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.
- E. The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment. In making this selection, technical merit will receive greater weight than price.

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, Purchase Order and by a Notice to Proceed (Purchase Order issued to the TO Contractor) authorized by the TO Procurement Officer.

ATTACHMENT 1 –PRICE PROPOSAL

PRICE PROPOSAL (TIME AND MATERIALS) FOR CATS TORFP # J01P9200180

LABOR CATEGORIES

Labor Categories	A	B	C
	Hourly Labor Rate	Total Class Hours	Total Proposed CATS TORFP Price
<u>Notice to Proceed to 12/31/2009</u>			
<i>POSITION NO. 1 – CHART On-Site Support - Insert Labor Category</i>	\$	2080	\$
<i>POSITION NO. 2 – CHART On-Site Support - Insert Labor Category</i>	\$	2080	\$
<i>POSITION NO. 3 – CHART On-Site Support - Insert Labor Category</i>	\$	2080	\$
<i>POSITION NO. 4 – CHART Database Support Specialist - Insert Labor Category</i>	\$	540	\$
<i>POSITION NO. 5 – CHART CORBA Support Specialist - Insert Labor Category</i>	\$	540	\$
<i>POSITION NO. 6 – CHART On-Site Support - Insert Labor Category</i>	\$	1000	\$
Total 01/01/2009 to 12/31/2009			\$
<u>01/01/2010 to 12/31/2010</u>			
<i>POSITION NO. 1 – CHART On-Site Support - Insert Labor Category</i>	\$	2080	\$
<i>POSITION NO. 2 – CHART On-Site Support - Insert Labor Category</i>	\$	2080	\$
<i>POSITION NO. 3 – CHART On-Site Support - Insert Labor Category</i>	\$	2080	\$
<i>POSITION NO. 4 – CHART Database Support Specialist - Insert Labor Category</i>	\$	540	\$
<i>POSITION NO. 5 – CHART CORBA Support Specialist - Insert Labor Category</i>	\$	540	\$
<i>POSITION NO. 6 – CHART On-Site Support - Insert Labor Category</i>	\$	1000	\$
Total 01/01/2010 to 12/31/2010			\$
Total Evaluated Price (Total from Notice to Proceed through 12/31/2010)			\$

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.

SUBMIT AS A .PDF FILE WITH THE FINANCIAL RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING REQUIREMENTS

CATS TORFP # J01P9200180

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

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

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 1

CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT

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

In conjunction with the offer submitted in response to TORFP No. J01P9200180, I affirm the following:

1. I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of 30 percent and, if specified in the TORFP. I have made a good faith effort to achieve this goal.

OR

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

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

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

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

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

Offeror Name

Signature of Affiant

Address

Printed Name, Title

Date

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 2

MINORITY BUSINESS ENTERPRISE PARTICIPATION SCHEDULE

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

TO Prime Contractor (Firm Name, Address, Phone)	Task Order Description
Task Order Agreement Number J01P9200180	
List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	

USE ATTACHMENT D-2 CONTINUATION PAGE AS NEEDED

SUMMARY

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

Document Prepared By: (please print or type)

Name: _____ Title: _____

SUBMIT AS A .PDF FILE WITH TO RESPONSE

FORM D – 2

MINORITY BUSINESS ENTERPRISE PARTICIPATION SCHEDULE (CONTINUED)

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

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 3

OUTREACH EFFORTS COMPLIANCE STATEMENT

In conjunction with the bid or offer submitted in response to TORFP # J01P9200180, I state the following:

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

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

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

4. Offeror assisted MBEs to fulfill or to seek waiver of bonding requirements.
(DESCRIBE EFFORTS)

 This project does not involve bonding requirements.

5. Offeror did/did not attend the pre-proposal conference
 No pre-proposal conference was held.

Offeror Name

By: _____
Name

Address

Title

Date

SUBMIT WITH TO RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 4

SUBCONTRACTOR PROJECT PARTICIPATION STATEMENT

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

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

conjunction with TORFP # J01P9200180, it and _____,
(Subcontractor Name)

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

(Describe work to be performed by MBE):

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

By:

By:

Prime Contractor Signature

Subcontractor Signature

Name

Name

Title

Title

Date

Date

Submit with TO Response

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 5

MINORITY BUSINESS ENTERPRISE PARTICIPATION TO CONTRACTOR PAID/UNPAID INVOICE REPORT

Report #: _____	CATS TORFP # J01P9200180
Reporting Period (Month/Year): _____	Contracting Unit _____
Report is due by the 15th of the following month.	Contract Amount _____
	MBE Sub Contract Amt _____
	Contract Begin Date _____
	Contract End Date _____
	Services Provided _____

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

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

Return one copy of this form to the following address:

Jerry McVey TO Manager jmcvey@sha.state.md.us	compliancereports@mdot.state.md.us
---	--

Signature: _____ Date: _____

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 6

MINORITY BUSINESS ENTERPRISE PARTICIPATION SUBCONTRACTOR PAID/UNPAID INVOICE REPORT

Report #: _____ Reporting Period (Month/Year): __/_____ Report Due By the 15th of the following Month.	CATS TORFP # J01P9200180 Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____
--	--

MBE Subcontractor Name: _____

MDOT Certification #: _____

Contact Person: _____

Address: _____

City: _____	State: _____	ZIP: _____
-------------	--------------	------------

Phone: _____	FAX: _____
--------------	------------

Subcontractor Services Provided: _____

<p>List all payments received from Prime TO Contractor during reporting period indicated above.</p> <p>1. _____</p> <p>2. _____</p> <p>3. _____</p> <p>Total Dollars Paid: \$ _____</p>	<p>List dates and amounts of any unpaid invoices over 30 days old.</p> <p>1. _____</p> <p>2. _____</p> <p>3. _____</p> <p>Total Dollars Unpaid: \$ _____</p>
---	--

Prime TO Contractor: _____	Contact Person: _____
----------------------------	-----------------------

Return one copy of this form to the following address:

Jerry McVey TO Manager jmcvey@sha.state.md.us	compliance@mdot.state.md.us
---	--

Signature: _____ Date: _____

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

ATTACHMENT 3 – TASK ORDER AGREEMENT

CATS TORFP# J01P9200180 OF MASTER CONTRACT #050R5800338

This Task Order Agreement (“TO Agreement”) is made this day of Month, 200X by and between Task Order Contractor (TO Contractor) and the STATE OF MARYLAND, Maryland Department of Transportation.

IN CONSIDERATION of the mutual premises and the covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
 - a. “Agency” means the Maryland Department of Transportation, as identified in the CATS TORFP # J01P9200180.
 - b. “CATS TORFP” means the Task Order Request for Proposals # J01P9200180, dated MONTH DAY, YEAR, including any addenda.
 - c. “Master Contract” means the CATS Master Contract between the Maryland Department of Budget and Management and TO Contractor dated “TO Procurement Officer” means Carl Stein. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
 - d. “TO Agreement” means this signed TO Agreement between Maryland Department of Transportation and TO Contractor.
 - e. “TO Contractor” means the CATS Master Contractor awarded this TO Agreement, whose principal business address is _____ and whose principal office in Maryland is _____.
 - f. “TO Manager” means Carrie DeBoy of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
 - g. “TO Proposal - Technical” means the TO Contractor’s technical response to the CATS TORFP dated date of TO Proposal – Technical.
 - h. “TO Proposal – Financial” means the TO Contractor’s financial response to the CATS TORFP dated date of TO Proposal - Financial.
 - i. “TO Proposal” collectively refers to the TO Proposal – Technical and TO Proposal – Financial.
2. Scope of Work
 - 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supercede the Master Contract.
 - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS 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 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 TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of insert time for performance, 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 TORFP and shall not exceed \$total amount of 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 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 Federal ID number. 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 MDOT TO Manager unless otherwise specified herein.
- 4.4 In addition to any other available remedies, if, in the opinion of the TO Procurement Officer, the TO Contractor fails to perform in a satisfactory and timely manner, the TO Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the TO Contractor to be reduced or withheld until such time as the TO Contractor meets performance standards as established by the TO Procurement Officer.

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

TO Contractor Name

By: Type or Print TO Contractor POC

Date

Witness: _____

STATE OF MARYLAND, Maryland Department of Transportation

By: Carl Stein, 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 050R5800338.
2. Only labor categories proposed in the Master Contractors Financial Proposal may be proposed under the CATS 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.

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 6 – DIRECTIONS TO THE PRE-TO PROPOSAL CONFERENCE

Driving directions for MDOT Headquarters
7201 Corporate Center Dr.
Hanover, Md. 21076

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

Baltimore:

From 695; Take Baltimore –Washington Parkway (295) south to I-195 towards the BWI airport. Take I-195 to Md. Rte 170 south towards Dorsey. Go to the fifth traffic light and turn left on Stoney Run rd. Take Stoney Run rd. through traffic light to stop sign. Turn left on Old Stoney Run Rd. Take Old Stoney Run Rd. to stop sign at Ridge Rd. and turn right. Take Ridge Rd. to the traffic circle and turn right on Corporate Center Dr. Take Corporate Center Dr. to 7201 on left side of road. Parking is on right side of road.

Washington:

From Baltimore-Washington Parkway (295); Take Baltimore-Washington Parkway North to I-195 and exit towards the BWI Airport (East). Take I-195 towards the BWI Airport to Md. Rte.170. Take Md. Rte. 170 south towards Dorsey. Go to the fifth traffic light and turn left on Stoney Run rd. Take Stoney Run rd. through traffic light to stop sign. Turn left on Old Stoney Run Rd. Take Old Stoney Run Rd. to stop sign at Ridge Rd. and turn right. Take Ridge Rd. to the traffic circle and turn right on Corporate Center Dr. Take Corporate Center Dr. to 7201 on left side of road. Parking is on right side of road.

Annapolis:

From I-97; Take I-97 North to Rte.100 towards Columbia (west). Take Rte. 100 to Rte 170 north towards BWI Airport. Take Rte. 170 to the third traffic light and turn right on Stoney Run Rd. Take Stoney Run rd. through traffic light to stop sign. Turn left on Old Stoney Run Rd. Take Old Stoney Run Rd. to stop sign at Ridge Rd. and turn right. Take Ridge Rd. to the traffic circle and turn right on Corporate Center Dr. Take Corporate Center Dr. to 7201 on left side of road. Parking is on right side of road.

ATTACHMENT 7 – N/A

ATTACHMENT 8 – 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 TORFP # J01P9200180 for TBU Dedicated 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 described in Section 1.7 of the TORFP, OFFEROR agrees as follows:

1. OFFEROR will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received under Section 1.7, except in connection with the preparation of its TO Proposal.
2. Each employee or agent of the OFFEROR who receives or has access to the Confidential Information shall execute a copy of this Agreement and the OFFEROR shall provide originals of such executed Agreements to the State. Each employee or agent of the OFFEROR who signs this Agreement shall be subject to the same terms, conditions, requirements and liabilities set forth herein that are applicable to the OFFEROR.
3. OFFEROR shall return the Confidential Information to the State within five business days of the State's Notice of recommended award. If the OFFEROR does not submit a Proposal, the OFFEROR shall return the Confidential Information to 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 1.6 OF THE TORFP

Attachment 8 - EXHIBIT A

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

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

**Printed Name and Address
of Employee or Agent**

Signature

Date

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

ATTACHMENT 9 – 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 SHA CHART TBU Dedicated Support TORFP No. J01P9200180 dated March 26, 2009, (the “TORFP”) issued under the Consulting and Technical Services procurement issued by the Department, Project Number 050R5800338; 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:

Maryland DOT:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SUBMIT AS REQUIRED IN SECTION 1.6 OF THE TORFP

ATTACHMENT 10 – Performance Evaluation

DEPENDABILITY		Far Exceeds	Exceeds	Meets	Below	Far Below	Raw Score
Lateness, Punctuality		5		3	2	1	+
Compliance with TO Manager's Requirements for Pre-Approval of Leave		5		3	2	1	+
Total Raw Score							=
Total Raw Score	10		6 - 5	4 - 3			2
Rating for Dependability	Far Exceeds	Exceeds	Meets	Below	Far Below		
INITIATIVE		Far Exceeds	Exceeds	Meets	Below	Far Below	Raw Score
Contribution		5	4	3	2	1	+
Advancement in the field		5	4	3	2	1	+
Total Raw Score							=
Total Raw Score	10 - 9	8 - 7	6 - 5	4 - 3			2
Rating for Initiative	Far Exceeds	Exceeds	Meets	Below	Far Below		
INTERPERSONAL RELATIONSHIPS		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		
Rating for Interpersonal Relationships	Far Exceeds	Exceeds	Meets	Below	Far Below		
WORK HABITS		Far Exceeds	Exceeds	Meets	Below	Far Below	Raw Score
Meeting Target & Timetables		5	4	3	2	1	+
Communication with TO Manager		5	4	3	2	1	+
Use of Time		5	4	3	2	1	+
Organization of Work Environment		5		3	2	1	+
Total Raw Score							=
Total Raw Score	20 - 18	17 - 14	13 - 10	9 - 6	5 - 4		
Rating for Work Habits	Far Exceeds	Exceeds	Meets	Below	Far Below		

Attachment 10 Continued

JOB KNOWLEDGE		Far Exceeds	Exceeds	Meets	Below	Far Below	Raw Score
Policies, Procedures, Practices		5	4	3	2	1	+
Organizational Skills		5	4	3	2	1	+
Equipment / Technology		5	4	3	2	1	+
Terminology		5	4	3	2	1	+
Total Raw Score							=
Total Raw Score	20 - 18	17 - 14	13 - 10	9 - 6	5 - 4		
Rating for Job Knowledge	Far Exceeds	Exceeds	Meets	Below	Far Below		
JOB QUALITY		Far Exceeds	Exceeds	Meets	Below	Far Below	Raw Score
Timely Completion of Assignments		5	4	3	2	1	+
Problem Solving		5	4	3	2	1	+
Accuracy		5	4	3	2	1	+
Work Process / Product / Services		5	4	3	2	1	+
Working Under Pressure		5	4	3	2	1	+
Total Raw Score							=
Total Raw Score	25 - 23	22 - 18	17 - 13	12 - 8	7 - 5		
Rating for Job Quality	Far Exceeds	Exceeds	Meets	Below	Far Below		
JOB QUANTITY		Far Exceeds	Exceeds	Meets	Below	Far Below	Raw Score
Volume of Work		5	4	3	2	1	+
Total Raw Score							=
Total Raw Score	5	4	3	2	1		

Attachment 10 Continued

RATING FACTORS	Far Exceeds Standards	Exceeds Standards	Meets Standards	Below Standards	Far Below Standards	Point Value
GENERAL FACTORS						
Dependability	5	4	3	2	1	
Initiative	5	4	3	2	1	
Interpersonal Relationships	5	4	3	2	1	
Work Habits	5	4	3	2	1	
					Total A =	
JOB SPECIFIC FACTORS						
Job Knowledge	5	4	3	2	1	
Job Quality	5	4	3	2	1	
Job Quantity	5	4	3	2	1	
					Total B =	

OVERALL RATING	Far Exceeds Standards	Exceeds Standards	Meets Standards	Below Standards	Far Below Standards
	35 - 33	32 - 26	25 - 19	18 - 12	11 - 7
Total A + Total B =					

Attachment 10 Continued

DEPENDABILITY	Evaluation				
	Far Exceeds Standards	Exceeds Standards	Meets Standards	Below Standards	Far Below Standards
Lateness, Punctuality	No lateness, always punctual		Consistently punctual, an occasional lateness with no impact upon operations	Inconsistent in punctuality, <u>or</u> latenesses have impact upon operations	Frequently not punctual, <u>or</u> latenesses have adverse impact upon operations
Compliance with TO Manager's Requirements for Pre-Approval of Leave	Always complies with TO Manager's requirements for pre-approval of leave		Usually complies with TO Manager's requirements	Inconsistent in compliance with requirements; minor violations of requirements	Frequently does not comply with requirements; several minor violations <u>or</u> a major infraction of requirements

INITIATIVE	Evaluation				
	Far Exceeds Standards	Exceeds Standards	Meets Standards	Below Standards	Far Below Standards
Contribution	Always participates in problem solving and/or making operational improvements; contributes constructive ideas and suggestions that have major impact	Consistently participates in problem solving and/or making operational improvements; contributes constructive ideas and suggestions that are implemented	Frequently participates in problem solving and/or making operational improvements; contributes ideas and suggestions	Occasionally participates in problem solving and/or making operational improvements; rarely contributes ideas and suggestions	Rarely participates in problem solving and/or making operational improvements; never contributes ideas and suggestions
Advancement in the Field	Has applied concepts learned in training to improve operations of the organization/unit	Anticipates new technology or processes and plans training to improve knowledge and skills	Pursues training to maintain current certifications in technology or processes	Does not pursue training <u>or</u> learning new technology or processes but accepts training if assigned	Declines offers for training <u>or</u> to learn new technology or processes

Attachment 10 Continued

INTERPERSONAL RELATIONSHIPS	Evaluation				
	Far Exceeds Standards	Exceeds Standards	Meets Standards	Below Standards	Far Below Standards
Customer Service	Consistently goes beyond the requirements to ensure that customer needs are met; consistently anticipates service needs of customers; consistently provides additional information or aid without request	Frequently goes beyond the requirements to ensure that customer needs are met; frequently anticipates service needs of customers; frequently provides additional information or aid without request	Always courteous & congenial with external & internal customers; provides requested assistance & information to others in a prompt & courteous manner	Marginally courteous; provides requested assistance and information to others in a less than prompt or courteous manner	Occasionally discourteous; occasionally does not provide assistance & information to others in a prompt or courteous manner
Communication	Facilitates clear and effective communication among involved parties; accurately interprets & transmits communications	Communicates clearly & concisely with a high degree of accuracy	Communicates openly; participates in team discussions	Rarely communicates openly; rarely participates in team discussion	Communicates ineffectively & unclearly
Cooperation			Actively cooperates with others to achieve goals of the organization; readily accepts direction from supervisors; supports team leader; develops and maintains cooperative working relationships with team and with others inside and outside the work unit	Reluctantly cooperates with others to achieve goals of the organization; reluctantly accepts direction from supervisors; minimally supports team leader; rarely develops and maintains co-operative working relationships with team <u>or</u> with others inside and outside the work unit	Uncooperative with others to achieve goals of the organization; resistant to direction from supervisors; rarely supports team leader; seldom develops and maintains co-operative working relationships with team <u>or</u> with others inside and outside the work unit
Tact			Consistently polite, respectful of others; considers the viewpoints of others; has a positive effect on people	Marginally polite and respectful; reluctantly considers the viewpoint of others	Rude and disrespectful; infrequently considers viewpoint of others; has a negative effect on people
Adaptability To Change	Presents positive outlook on changes and adjustments to work assignments or procedures; always includes suggestions or solutions as part of constructive criticism; motivation and productivity unaffected by unanticipated changes	Readily accepts change and adjustments to work assignments or procedures; usually makes suggestions or solutions as part of constructive criticism; motivation and productivity minimally affected by unanticipated changes	Accepts changes and adjustments to work assignments or procedures; criticizes constructively; cooperative in dealing with unanticipated changes	Does not easily accept changes and adjustments to work assignments or procedures; criticism not always constructive; not generally cooperative in dealing with unanticipated changes	Resistant to changes and adjustments to work; criticisms are not warranted; uncooperative in dealing with unanticipated changes

Attachment 10 Continued

WORK HABITS	Evaluation				
	Far Exceeds Standards	Exceeds Standards	Meets Standards	Below Standards	Far Below Standards
Meeting Targets & Timetables	Performs at levels better than targets; early with timetables and deadlines	Always meets targets, timetables and deadlines; always prompt and prepared for meetings and other scheduled events	Consistently meets targets, timetables and deadlines; consistently prompt and prepared for meetings and other scheduled events	Inconsistent in meeting targets, timetables <u>or</u> deadlines; inconsistent in promptness <u>or</u> preparation for meetings <u>or</u> other scheduled events	Frequently does not meet targets, timetables, <u>or</u> deadlines; frequently lacks promptness <u>or</u> preparation for meetings <u>or</u> other scheduled events
Communication with TO Manager	Anticipates developments or delays making appropriate adjustments; works independently with little or no supervision	Always keeps TO Manager informed of key developments; responds quickly and appropriately to unanticipated delays or developments; works independently with minimal supervision	Consistently keeps TO Manager informed of key developments and/or delays; responds to routine developments appropriately; works with general supervision	Inconsistent in keeping TO Manager informed of delays <u>or</u> developments; some routine developments require supervisory guidance; requires close supervision	Frequently does not keep TO Manager informed of developments <u>or</u> delays; routine developments often require supervisory guidance; requires constant supervision
Use of Time	Completes all regular assigned work plus additional assignments; plans productive activities in advance to fill any idle time	Usually completes additional assigned work and completes all regularly assigned duties; finds productive activities to fill any idle time	Completes all assigned work in time allocated; use of idle time does not interfere with work of others	Inconsistent in completing assigned work in time allocated; seldom completes additional tasks	Frequently does not perform regularly assigned work in time allocated; use of idle time negatively impacts work
Organization of Work Environment	Always maintains clean, organized work environment; always practices, maintains and promotes safe work habits; always properly maintains and cares for equipment		Consistently maintains clean, organized work environment; consistently practices and maintains safe work habits; consistently maintains and cares for equipment properly	Inconsistent in maintaining clean, organized work environment; inconsistent in practicing <u>or</u> maintaining safe work habits; inconsistent in properly maintaining <u>or</u> caring for equipment	Frequently does not maintain clean, organized work environment; frequently does not practice safe work habits; frequently does not properly maintain <u>or</u> care for equipment

Attachment 10 Continued

JOB KNOWLEDGE	Evaluation				
	Far Exceeds Standards	Exceeds Standards	Meets Standards	Below Standards	Far Below Standards
Policies/ Procedures/ Practices	Appropriately uses and interprets correct policies, procedures, and practices and frequently makes recommendations to improve them	Appropriately uses and interprets correct policies, procedures, and practices and occasionally makes recommendations to improve them	Appropriately uses correct policies, procedures, and practices	Inconsistently uses correct policies, procedures, and practices	Rarely uses correct policies, procedures, and practices
Organizational Skills	Systematically and innovatively manages activities, information and resources and makes recommendations for improvement	Systematically manages activities, information and resources and makes some recommendations for improvement	Proficiently manages activities, information and resources	Ineffectively manages some activities, information and resources	Rarely manages activities, information and resources
Equipment/ Technology	Develops and uses innovative applications of equipment/technology	Familiar with and appropriately uses equipment/technology	Basic familiarity with equipment/technology	Some understanding of the administration's or unit's equipment/technology	Little or no understanding of the administration's or unit's equipment/technology
Terminology	Appropriately uses and clearly explains terminology of the administration and unit; keeps abreast of new concepts and terminology	Familiar with and appropriately uses terminology of the administration and unit	Basic familiarity with terminology of the administration and unit	Some understanding of the administration's or unit's terminology	Little or no understanding of the administration's or unit's terminology

Attachment 10 Continued

JOB QUALITY	Evaluation				
	Far Exceeds Standards	Exceeds Standards	Meets Standards	Below Standards	Far Below Standards
Completion of Assignments	Works independently with broad direction and little or no follow up; self-motivated to complete assignments	Independently completes assignments with minimal direction and follow up	Independently completes assignments with routine supervision	Occasionally unable to complete assignments independently; requires frequent supervision and follow up	Requires direct supervision while performing all aspects of routine assignments
Problem Solving	Anticipates potential problems and acts accordingly; makes an effort to prevent recurring problems	Recognizes and analyzes complex problems and takes appropriate action or recommends effective, creative solutions	Recognizes and analyzes routine problems and takes appropriate action	Occasionally recognizes problems; experiences some difficulty with analysis; requires some assistance to develop workable solutions	Rarely recognizes problems; experiences extreme difficulty with analysis; recommends ineffective solutions or unable to recommend solutions
Accuracy	Work performed at the highest level of accuracy; errors extremely rare, always minor	Work performed at a high level of accuracy; errors usually minor in nature	Work performed at an acceptable level of accuracy	Work performed occasionally at an unacceptable level of accuracy; frequent errors	Work performed with frequent and recurrent errors in routine assignments
Work Process/Product/Services	Develops highest quality work product or demonstrates highest quality of services	Thoroughly researches, analyzes, and prepares high quality work product or provides high quality services	Thoroughly researches and efficiently prepares product at acceptable standards or provides services at acceptable standards	Has difficulty with work process/product/services; occasionally unable to meet an acceptable standard of quality	Rarely meets acceptable standards of quality
Working Under Pressure	Efficiently and effectively performs all assignments regardless of distractions or pressure situations	Frequently handles difficult pressure situations and distractions without affecting performance; reprioritizes workload as needed	Appropriately handles routine pressure situations and distractions of the job while maintaining normal workload	Low tolerance to some pressure situations or distractions which hinder job performance	Rarely able to work under pressure situations or handle distractions

Attachment 10 Continued

JOB QUANTITY	Evaluation				
	Far Exceeds Standards	Exceeds Standards	Meets Standards	Below Standards	Far Below Standards
Volume of Work	Always produces more than required	Frequently produces more than required	Produces the required volume of work	Occasionally fails to meet requirements	Rarely meets requirements

ATTACHMENT 11 – TO CONTRACTOR SELF-REPORTING CHECKLIST

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

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

B) Did the Master Contractor request each personnel substitution in writing?

Yes No (If no, explain why) _____

C) Does each accepted substitution possess equivalent or better education, experience and qualifications than incumbent personnel?

Yes No (If no, explain why) _____

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

Yes No (If no, explain why) _____

Section 4 – MBE Participation

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

%

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

Yes No (If no, explain why) _____

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

%

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

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

Yes No (If no, explain why) _____

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

Yes No

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

Section 5 – TO Change Management

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

Yes No (If no, explain why) _____

B) Does the change management procedure include the following?

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

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

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

C) Have any change orders been executed?

Yes No

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

D) Is the change management procedure being followed?

Yes No (If no, explain why) _____

Attachment 12 - Example of a Site Survey Report

Hereford Shop Site Survey Report

This memorandum reports the findings of the site survey performed at the State Highway Administration (SHA) Hereford Shop, 306 Mount Carmel Road, Parkton, Maryland 21120, by CONTRACTOR. This survey was conducted to determine site readiness for the installation of equipment needed to extend Coordinated Highways Action Response Team (CHART) video viewing and camera control capabilities to the site. Once this installation is completed, Hereford Shop personnel will also be able to access the SHA Intranet. The SHA Intranet offers access to SCAN (weather related road conditions), EORS (construction, winter storm mapping, snow emergency plans, and statewide summary report), and SSI Weather Source (local weather forecasts and advisories).

The survey was conducted on December 28, 2000, with the following personnel in attendance:

XXXX

The primary contact at this site is XXX, Resident Maintenance Engineer,
The secondary contact is XXX, Assistant Resident Maintenance Engineer

CHART Requirements

The equipment required to support CHART at the Hereford Shop location consists of an Asynchronous Transfer Mode (ATM) Video Control Manager (AVCM) workstation, a T-1 multiplexer, a Cisco 2500 series router, one Core Tec video decoder, two 20" viewing monitors and one 13" viewing monitor. All monitors will display the same image. Uninterruptible power supplies (UPS) will be required to provide protection for the CHART communications/networking equipment and the AVCM workstation. A T-1 circuit will need to be provisioned between the District 4 Headquarters and the Hereford Shop location.

Survey Findings

The CHART equipment will be located in the Electrical Closet (Figure 1). This room was extremely warm and will require ventilation and/or air conditioning prior to installing the CHART equipment. XXX (State Highway Administration) informed us that air conditioning was planned for this room. A 25" wall-mounted rack will be utilized for the CHART equipment (Figure 2). A dedicated 120 VAC will need to be installed. The UPS will rest on the floor. A 30" by 35" piece of plywood will be attached to the cinderblock (Figure 3) wall utilizing masonry nails and the rack will attach to the plywood.

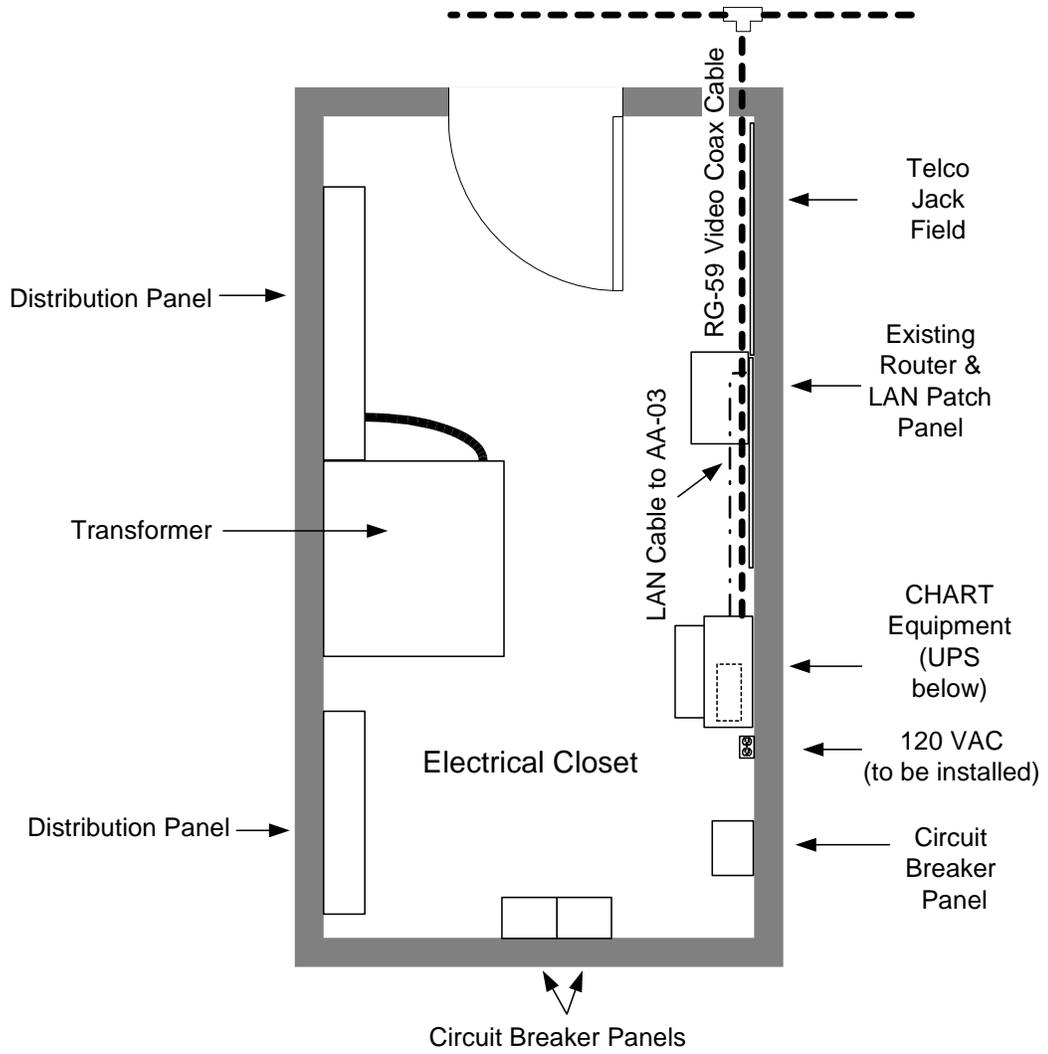


Figure 1 – Electrical Closet

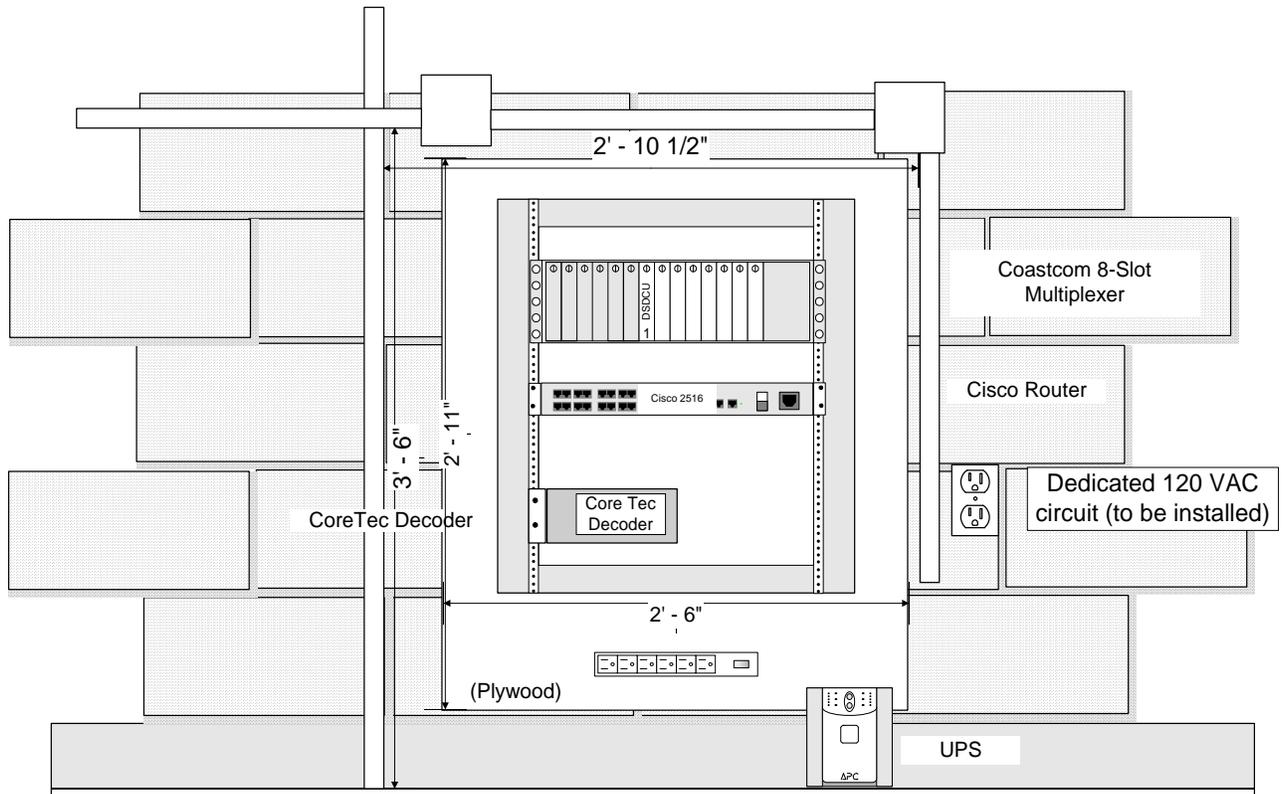


Figure 2 – 25” Rack

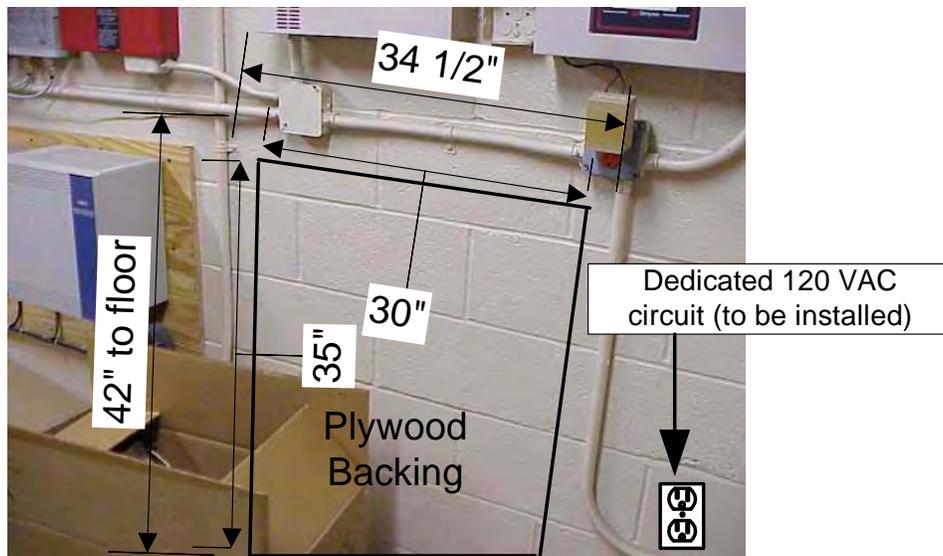


Figure 3 – Plywood Location

The AVCM workstation will be located in the Resident Maintenance Engineer's Office (Figure 4). The existing filing cabinet top will be utilized for the AVCM monitor, keyboard, and mouse. If this area proves to be too confining, Hereford personnel will acquire a small computer desk for the workstation. Due to overloading of existing 120 VAC circuits, a dedicated 120 VAC 20A, quad-outlet circuit should be installed. The AVCM will utilize existing CAT 5 cable for the LAN connection to the CHART equipment. This RJ-45 receptacle is labeled AA-03 (Figure 5). Also, the second 20" traffic monitor will be located in this room. It will rest atop an existing corner cabinet (Figure 6). A 120 VAC outlet is available on a power strip behind the cabinet

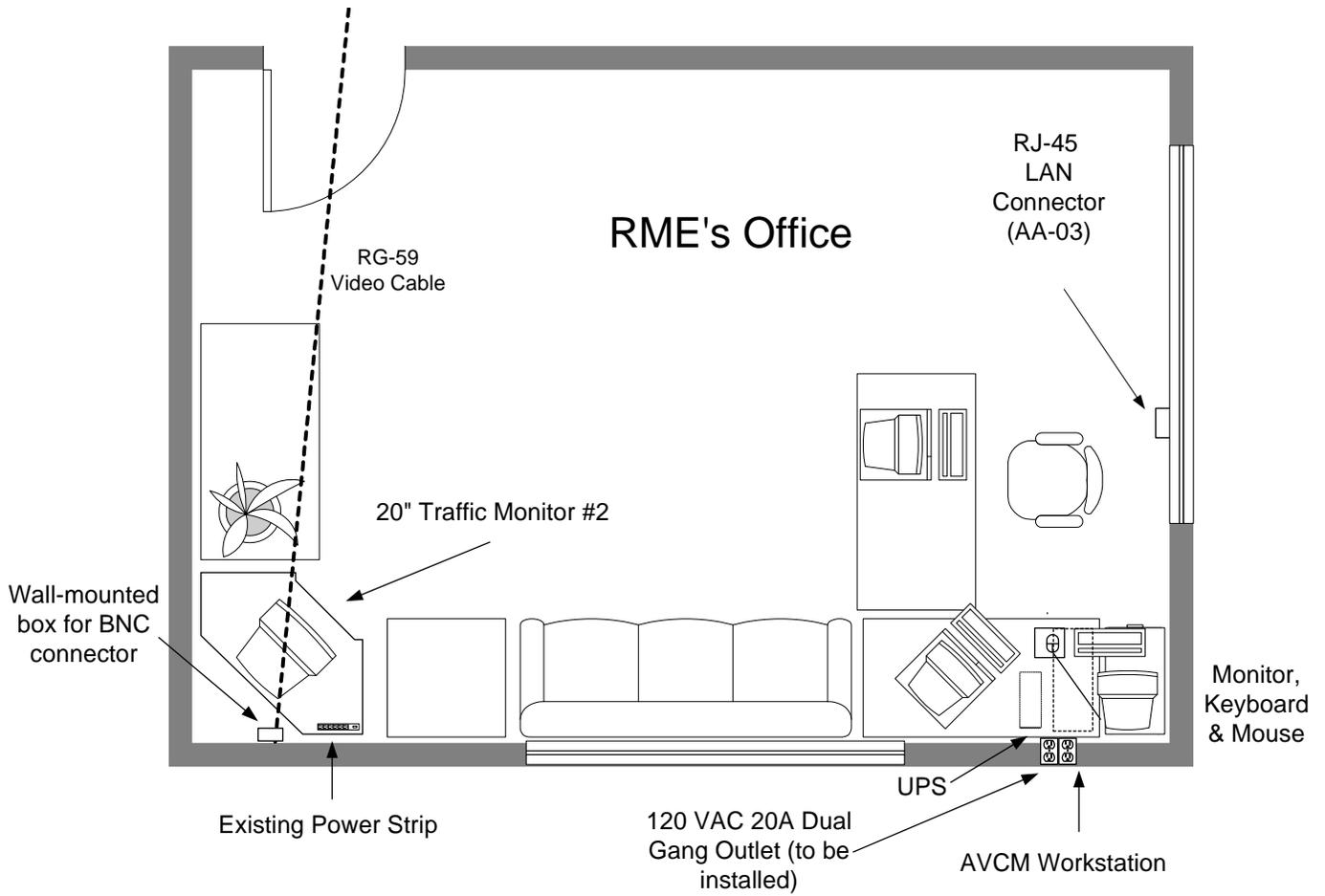


Figure 4 – RME's Office

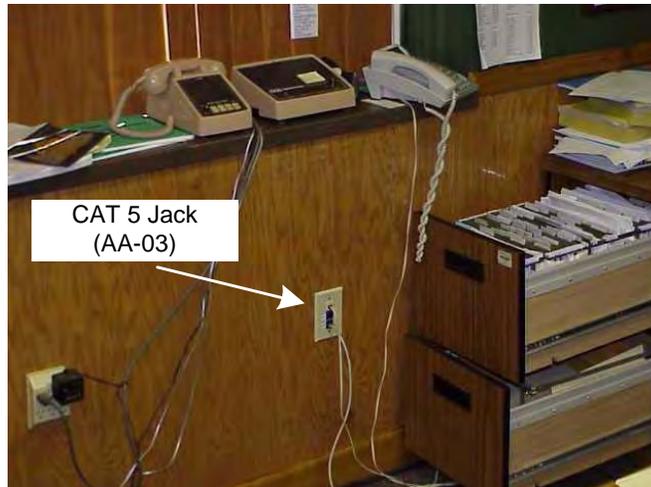


Figure 5 – LAN Jack

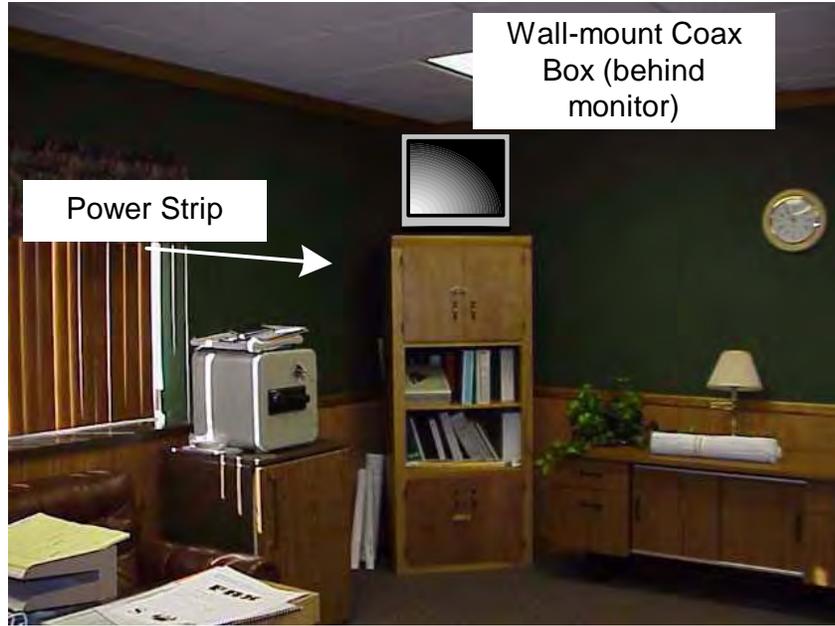


Figure 6 – Second 20” Monitor Location

The first 20" traffic monitor will be located in the Reception Area (Figure 7). It will rest atop an existing corner cabinet (Figure 8). Due to overloading of the existing 120VAC wall outlets, a dedicated 120VAC outlet will need to be installed.

The 13" traffic monitor will be located in the Supply Clerk's Room (Figure 9). It will be wall-mounted utilizing wood screws screwed into the wall studs (Figure 10). Due to overloading of the existing 120VAC wall outlets, a dedicated 120VAC outlet will need to be installed.

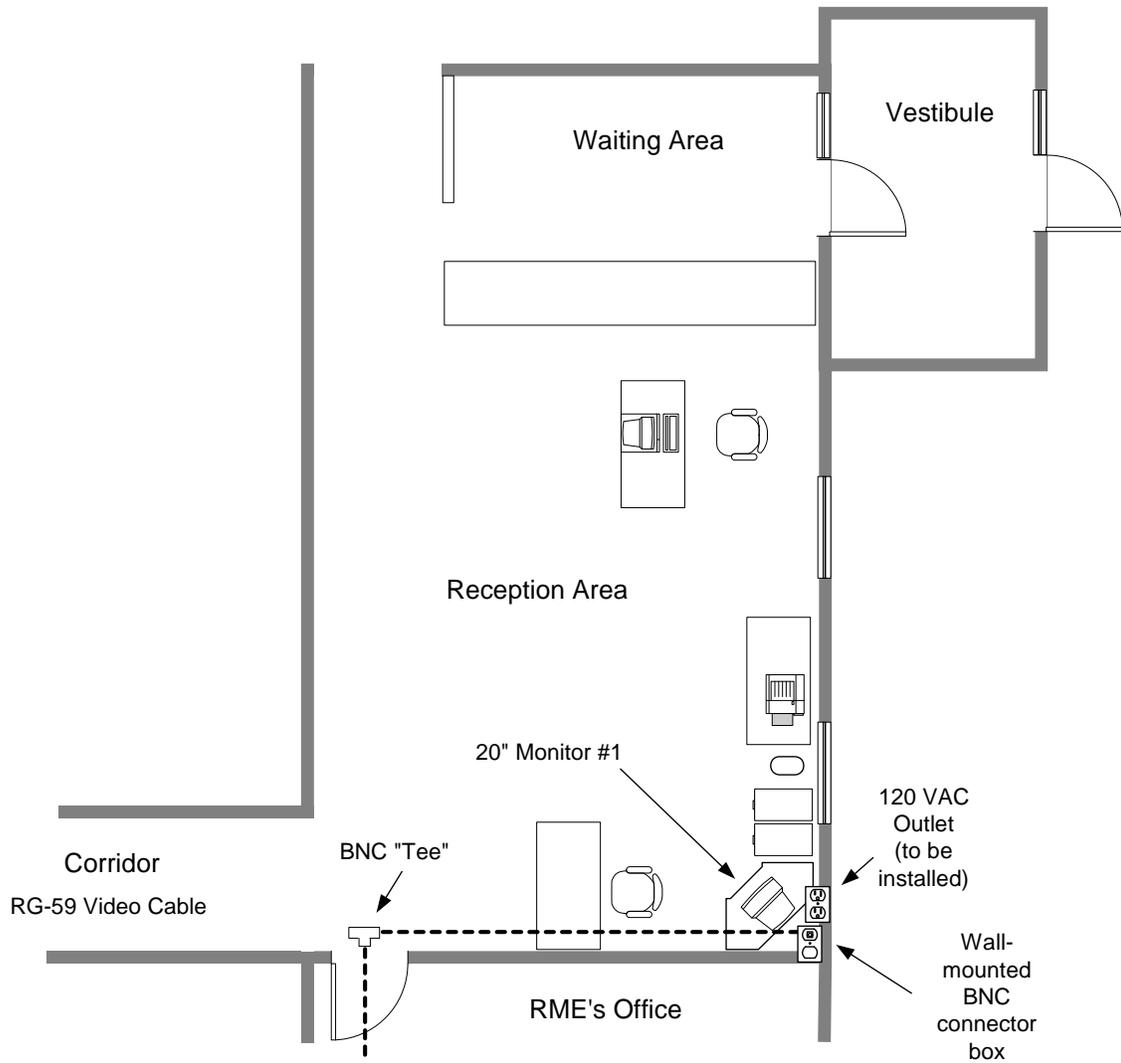


Figure 7 – Reception Area



Figure 8 – First 20" Monitor

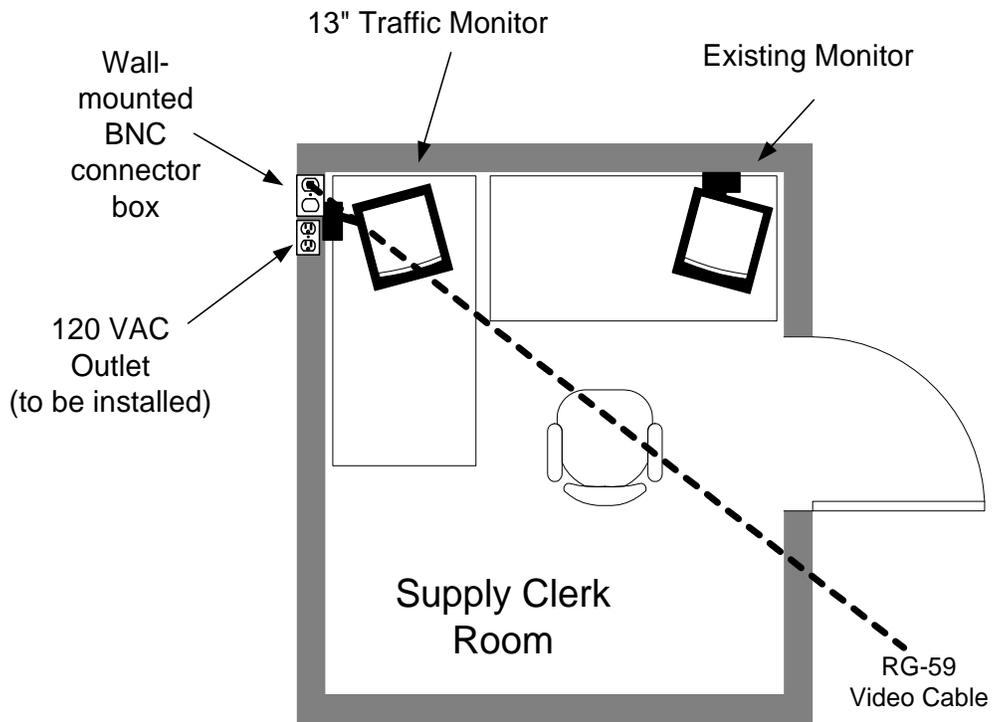


Figure 9 – Supply Clerk's Room



Figure 10 – 13" Monitor

The first segment of RG-59 video cable (Figure 11) will run from the CHART equipment in the Electrical Closet, up the wall and over through a cable hole (View A), and into the hallway's overhead (View B). It will terminate with a BNC connector. A BNC "tee" connector will connect to this first length of cable. A second cable length will connect to the "tee" with a jack-to-jack adapter proceed (View C) to a point near the RME's entrance door (View D). The cable will terminate here with a BNC connector and another BNC "tee" adapter will be attached. One cable from the "Tee" will continue to the first 20" traffic monitor. It will be fed down behind the wall (View E) and terminate in a single gang, wall-mounted box. The second cable from the "tee" will proceed through a feed-through hole over the RME's door (View D) and continue to the second 20" traffic monitor. The cable will be fed down behind the wall and terminate in a single gang, wall-mounted box. Another length of cable will connect to the first "tee" and run down the corridor and into the supply area (View F), following existing cable (View G). It will proceed into the Clerk's Room overhead, run down inside the wall (View H), and terminate in a single gang, wall-mounted box.

The category 5 (CAT 5), unshielded twisted pair (UTP) will run from the CHART equipment to CAT 5 patch panel and connect to position AA-03. In the RME's Office, a CAT 5 cable will run from the wall jack labeled AA-03 to the AVCM workstation.

The Hereford Shop has an emergency generator for backup power. No facility UPS or power conditioning exists. It was unknown at the time of the survey whether the 17.7 ampere, peak-power demand will have an adverse effect on emergency generator operations.

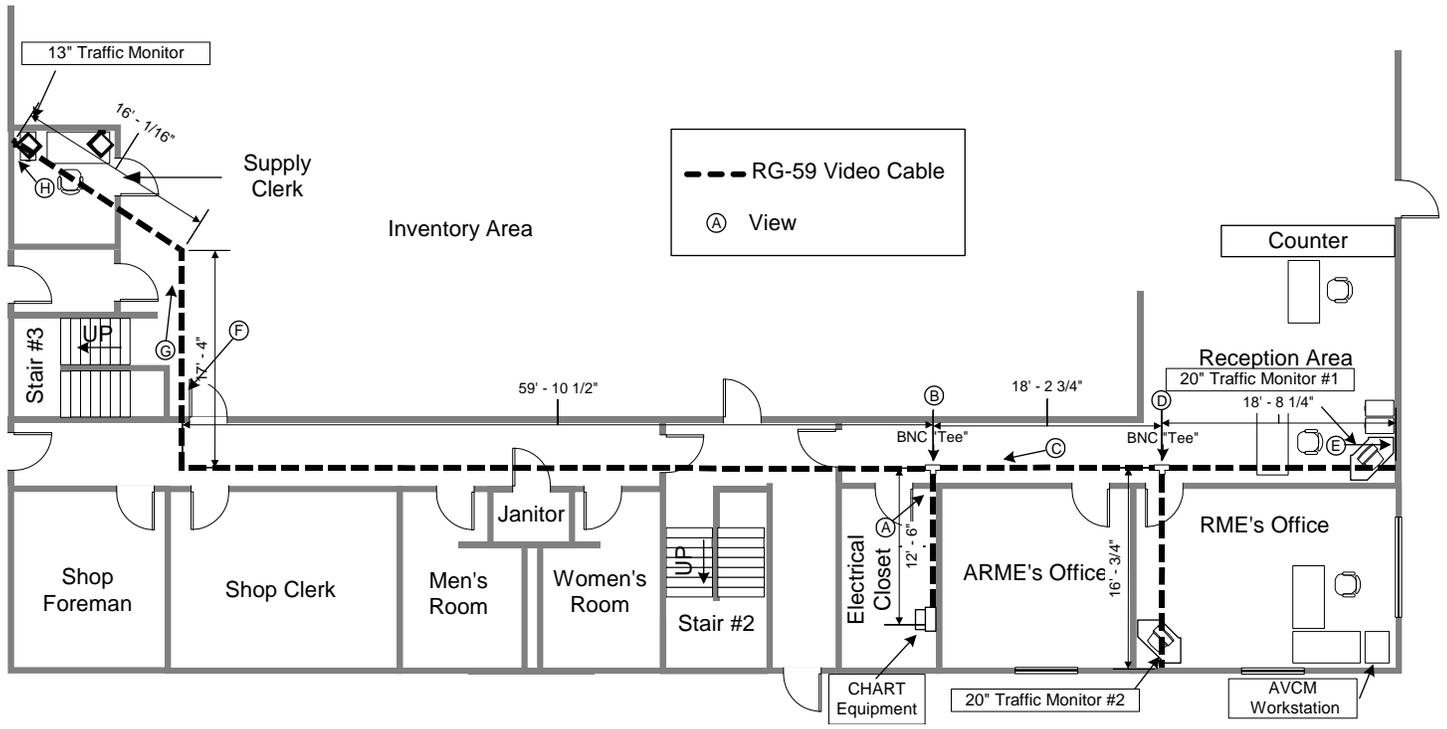
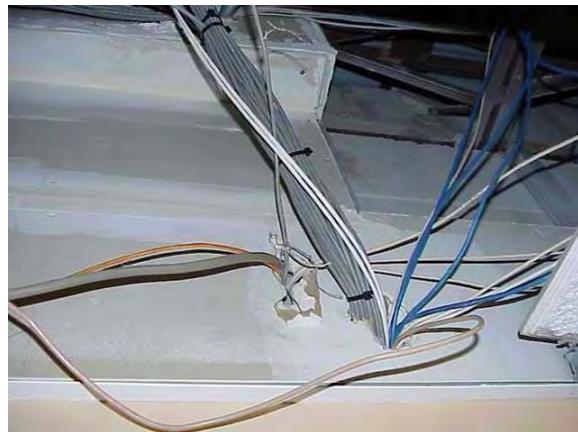


Figure 11 – Video Cable Run



View A



View B



View C



View D



View E



View F



View G



View H

Recommendations

The actions required to prepare the Hereford Shop site for CHART equipment are manageable. The following are recommendations for this site:

- Hereford Shop personnel will resolve the excessive heating problem in the Electrical Closet. This must be completed prior to installation.
- CONTRACTOR will acquire the specified workstation and monitor to act as the AVCM workstation. This equipment, once received, will be placed at the site by CONTRACTOR technicians.
- CONTRACTOR will acquire and install all CHART equipment in a 25” wall-mounted equipment rack (also acquired by CONTRACTOR) in the Electrical Closet.
- CONTRACTOR will acquire and install two (2) 20” monitors and one (1) 13” monitor to act as the traffic monitors.
- CONTRACTOR will run the RG-59 coaxial video cables from the Electrical Closet to the RME Office, Reception Area and the Supply Clerk’s Room.
- CONTRACTOR will request a T-1 circuit be provisioned between District 4 Headquarters and the Hereford Shop terminating in the Electrical Closet.
- CONTRACTOR will acquire a 700 VA UPS for the CHART equipment and a 1000 VA UPS for the AVCM workstation.
- Hereford Shop personnel will install the following circuits:
 - A 120 VAC 10 A generator protected outlet in the Reception Area behind the corner cabinet approximately 12” from the ceiling. This outlet will be used for the first traffic monitor.
 - A 120 VAC 10 A generator protected outlet in the Electrical Closet at the approximate location in Figures 2 and 3. This outlet will be used for the CHART multiplexer, router and decoder.
 - A 120 VAC 20 A generator protected quad-outlet in the RME’s office in the location specified in Figure 4.
- Hereford Shop personnel will remove miscellaneous boxes from the Electrical Closet.
- Hereford Shop personnel will determine if the total 17.7 ampere peak current draw of the CHART and AVCM equipment will have an adverse effect on emergency generator operations. Information for the equipment is in the appendix at the end of this survey.

Item	Model	Manufacturer	Quantity	Peak Amperage	Nominal Amperage	Total Peak	Total Nominal
T1 Multiplexer 8-slot	D/I Mux III	Coastcom	1	2	1	2.0	1.0
2500-Class Multiprotocol Router	2516	Cisco	1	1.2	.6	1.2	0.6
Video Decoder	VCS-1000D	Core Tec	1	.125	.0625	0.13	0.06
TOTAL:							1.66
Calculate W: 120* Nominal Amps: 200							
Calculate Loaded VA: W*1.43 285							
Minimum UPS Capacity in VA: VA/.7 408							

Item	Model	Manufacturer	Quantity	Peak Amperage	Nominal Amperage	Total Peak	Total Nominal
AVCM Workstation (Tower)	AP500	Compaq	1	4.5	2.25	4.5	2.3
21" Monitor for AVCM Workstation	V900	Compaq	1	2.4	1.2	2.4	1.2
TOTAL:							3.45
Calculate W: 120* Nominal Amps: 414							
Calculate Loaded VA: W*1.43 592							
Minimum UPS Capacity in VA: VA/.7 846							