



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

**CLARITY MAINTENANCE AND SUPPORT**

MDOT'S PROJECT MANAGEMENT INFORMATION SYSTEM

**CATS TORFP PROJECT NUMBER #J01P8200026**

**ISSUE DATE: November 27, 2007**

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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 are invited to submit a Task Order (TO) Proposal to this TORFP. All Master Contractors must complete and submit a Master Contractor Feed back form via the CATS web site 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 and 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.

**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 Contracts Administrator and copies emailed to all other individuals listed in this Key Information Summary Sheet.**

<b>TORFP Title:</b>	Clarity Maintenance and Support
<b>Functional Area:</b>	Functional Area 2 – Web and Internet Systems
<b>TORFP Issue Date:</b>	November 27, 2007
<b>Closing Date and Time:</b>	January 10, 2008 at 12:00 PM
<b>TORFP Issuing Agency:</b>	Maryland Department of Transportation (MDOT) Office of Transportation Technology Services
<b>Send Questions and Proposals to:</b> <b>Questions must be submitted no later than 10 working days prior to TORFP closing date.</b>	MDOT Contracts Manager – Peter Arrey <a href="mailto:parrey@mdot.state.md.us">parrey@mdot.state.md.us</a> MDOT Contracts Administrator – Carl Stein <a href="mailto:cstein@mdot.state.md.us">cstein@mdot.state.md.us</a> MDOT Contracts Specialist – Dana Walker <a href="mailto:dwalker@mdot.state.md.us">dwalker@mdot.state.md.us</a> TO Manager – Brian Schade <a href="mailto:bschade@mdot.state.md.us">bschade@mdot.state.md.us</a>
<b>TO Contracts Administrator:</b>	Mr. Carl Stein Office Phone Number: 410-865-1315 Office FAX Number: 410-865-1103
<b>TO Project Manager:</b>	Mr. Brian Schade Office Phone Number: 410-865-1184 Office FAX Number: 410-865-1103
<b>TO Project Number:</b>	J01P8200026
<b>TO Type:</b>	Time and Material

<b>Period of Performance:</b>	3 years
<b>MBE Goal:</b>	0
<b>Small Business Reserve (SBR):</b>	No
<b>Primary Place of Performance:</b>	MD Department of Transportation 7201 Corporate Center Drive Hanover, MD 21076
<b>TO Pre-proposal Conference:</b>	MD Department of Transportation 7201 Corporate Center Drive Hanover, MD 21076  December 13, 2007 at 9:00 AM  See Attachment 6 for directions.

## SECTION 1 - ADMINISTRATIVE INFORMATION

### 1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT

The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement scope issues, and for authorizing any changes to the TO Agreement. See Section 2.8 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 the Maryland Department of Transportation's e-mail system time stamp. The TO Proposal is to be submitted via e-mail as two attachments in MS Word format. The "subject" line in the e-mail submission shall state the TORFP #J01P8200026. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS TORFP #J01P8200026 Technical". The second file will be the financial response to this CATS TORFP and titled, "CATS TORFP #J01P8200026 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 ORAL PRESENTATIONS/INTERVIEWS

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

### 1.5 MINORITY BUSINESS ENTERPRISE (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.**

### 1.6 CONFLICT OF INTEREST

The TO Contractor awarded the TO Agreement shall provide IT technical and/or consulting services for State agencies or component programs with those agencies, and must do so impartially and without any conflicts of interest. Each Master Contractor shall complete and include a Conflict of Interest Affidavit in the form included as Attachment 4 this TORFP with its TO Proposal. If the TO Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future give rise to

a conflict of interest within the meaning of COMAR 21.05.08.08A, the TO Procurement Officer may reject a Master Contractor's TO Proposal under COMAR 21.06.02.03B.

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

### **1.7 NON-DISCLOSURE AGREEMENT**

Certain system documentation may be available for potential Offerors to review at a reading room at TO Requesting Agency's address. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement (Offeror) in the form of Attachment 10. Please contact the TO Procurement Officer of this TORFP to schedule an appointment.

In addition, certain documentation may be required by the TO Contractor awarded the 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 11.

### **1.8 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.

### **1.9 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES**

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

Attachment 12 is a sample of the TO Contractor Self-Reporting Checklist template. DBM OIT will send checklists out to applicable TO Contractors approximately three months after the Notice To Proceed date for a TO Agreement, and approximately every six months thereafter. The TO Contractor awarded the TO Agreement shall complete and return the TO Contractor Self-Reporting Checklist within two weeks of receipt as instructed on the checklist.

## SECTION 2 – SCOPE OF WORK

### 2.1 BACKGROUND, OBJECTIVE AND ORGANIZATIONAL STRUCTURE

#### 2.1.1 BACKGROUND

The Maryland Department of Transportation (MDOT) has implemented enterprise-wide, Clarity version 7.5.2. Clarity is a Computer Associates (CA) product, recently acquired from Niku. The Clarity product was implemented to improve the visibility and management of the state's portfolio of projects with MDOT and to provide the ability to track and administer IT projects while supporting the philosophy of the Project Management Institute (PMI) and MDOT's System Development LifeCycle (SDLC) by centrally collecting, storing and distributing project information and documentation, facilitating the development of projects and project documentation, and providing a means for communicating project status to all levels of the organization. Furthermore, Clarity has the ability to track and monitor an entire portfolio of Modal/Authority, Multi-modal/Authority, or enterprise-wide chartered projects, major and minor configuration change requests, task orders, incidents, and other efforts that may or may not be related to the Network Management Services (NMS) contract. MDOT strives to operate under a common set of processes defined and developed such that successes on one project can be repeated on other projects within the MDOT organization.

The enterprise-wide CA Clarity has been designed and implemented as a web based architecture, with access to the systems being provided through a robust, flexible role-based security infrastructure. The implementation included the procurement of a Clarity web server, a database server, the Clarity Enterprise software suite, and the licensing for the use of an Oracle database backend.

The licenses currently held by MDOT consist of 150 creator users (full use) and 500 participant users (casual use).

#### 2.1.2 OBJECTIVE

The objective of this task order is to obtain the services of a TO Contractor that is accredited by Computer Associates as a Clarity Channel Partner and meets the minimum qualifications stated in section 2.6 of this task order. Under this task order, these certified professionals shall provide system customization and support services as described in section 2.2. Additionally, the TO Contractor shall provide a yearly maintenance contract to MDOT.

#### 2.1.3 ORGANIZATIONAL STRUCTURE

MDOT is comprised of a total of seven sites with approximately 9,000 users. The sites include Maryland Aviation Administration (MAA), Maryland Transportation Authority (MdTA), Maryland Port Administration (MPA), Maryland Transit Administration (MTA), Maryland Motor Vehicle Administration (MVA), State Highway Administration (SHA) and Transportation Secretary Office (TSO). The CA Clarity is currently implemented within MDOT's TSO organization only. It is MDOT's intention to bring the other modal administrations, and the Maryland Transportation Authority (MdTA) into Clarity for the

management of their programs and projects. Please see Exhibit B for an overview of MDOT's network architecture.

## 2.2 REQUIREMENTS

2.2.1 For a performance period of three (3) years, the TO Contractor shall provide experienced CA Clarity certified professional(s) for consulting and specialized support services as outlined below. MDOT is requiring a maximum of 2080 hours per year to augment the support that is provided through the Clarity Software Maintenance contract. The hours provided for under this task order will be utilized on an as needed basis with prior written authorization.

2.2.2 The Clarity Channel TO Contractor shall provide a yearly Clarity Software Maintenance contract to MDOT which shall include software update releases, software fix packs, software hotfixes, documentation updates and technical support. The proposal shall include a cost per year within the performance period of this task order (see attachment #1 – Price Proposal).

2.2.3 The TO Contractor will be responsible for the following:

2.2.3.1 Provide onsite system customization, support services (functional and technical) for the CA Clarity version 7.5.2 (or future upgraded versions) to include the following system modules and any future module that is introduced into MDOT's environment.

- 2.2.3.1.1 Project Manager Module
- 2.2.3.1.2 Portfolio Manager Module
- 2.2.3.1.3 Demand Manager Module
- 2.2.3.1.4 Resource Planner Module
- 2.2.3.1.5 Process Manager Module
- 2.2.3.1.6 Clarity Studio Module
- 2.2.3.1.7 Service Connect: Remedy
- 2.2.3.1.8 Schedule Connect Bundle
- 2.2.3.1.9 Financial Manager

2.2.3.2 Evaluate and provide an analysis of the current system configuration and advise MDOT of all necessary updates required to the system software, hardware and interfaces.

- 2.2.3.3 Provide full analysis, design and implementation services for all required Clarity modules.
- 2.2.3.4 Develop custom interfaces with other systems within the MDOT organization.
- 2.2.3.5 Provide system customization and development as required.
- 2.2.3.6 Develop custom reports to specifications provided by MDOT.
- 2.2.3.7 Evaluate the required level of training required for MDOT to realize the benefits of the system and provide custom developed training sessions designed to meet the unique needs of the organization. Training shall be provided on-site and at local (within a 50 miles radius) vendor sponsored facilities.
- 2.2.3.8 Prepare and update documentation such as that required for update releases or other modifications implemented on the system.
- 2.2.3.9 Develop and implement a process for the archiving of data.
- 2.2.3.10 Design workflow management and IT operations processes based on best practices (including ITIL standards), and standardizing them across the MDOT organization.
- 2.2.3.11 Manage change management processes of implementing new products/modules and enhancements.
- 2.2.3.12 Provide planning for improvements to the system and execution.
- 2.2.3.13 Provide expert contributions to new solutions and improvement of existing.
- 2.2.3.14 Provide weekly reports to communicate status such as progress, issues and risks.
- 2.2.3.15 Create and manage approved implementations to the system.
- 2.2.3.16 Provide recommendations on improving data structure.
- 2.2.3.17 Escalate issues to Computer Associates and provide assistance in resolving.

2.2.3.18 Configure and implement Clarity modules that have been procured by MDOT but not yet made available to users.

## 2.3 DELIVERABLES

For each written deliverable, draft and final, the TO Contractor shall submit to the TO Manager one hard copy and one electronic copy compatible with Microsoft Office 2000, Microsoft Project 2000 and/or Visio 2000.

Written deliverables defined, as draft documents must demonstrate due diligence in meeting the scope and requirements of the associated final written deliverable. A draft written deliverable may contain limited structural errors such as poor grammar, misspellings or incorrect punctuation, but must:

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

Upon receipt of a final deliverable, the TO Manager shall commence a review of the deliverable as required to validate the completeness and quality in meeting requirements. Upon completion of validation, the TO Manager shall issue to the TO Contractor written notice of acceptance or rejection of the deliverables. In the event of rejection, the TO Contractor shall correct the identified deficiencies or non-conformities. Subsequent tasks may not continue until deficiencies with a deliverable are rectified and accepted by the TO Manager or the TO Manager has specifically issued, in writing, a waiver for conditional continuance of tasks. Once the State's issues have been addressed and resolutions are accepted by the TO Manager, the TO Contractor will incorporate the resolutions into the deliverable and resubmit the deliverable for acceptance. Accepted deliverables shall be invoiced within 30 days in the applicable invoice format (Reference 2.6 Invoicing).

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

- A) Be presented in a format appropriate for the subject matter and depth of discussion.
- B) Be submitted electronically and in an electronic format specified by the TO Manager.
- C) Be organized in a manner that presents a logical flow of the deliverable's content.
- D) Be specific to the Authority, without generic screenshots or other recycled information.
- E) Represent factual information reasonably expected to have been known at the time of submittal.
- F) Present information that is relevant to the Section of the deliverable being discussed.

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

<b>ID</b>	<b>Deliverables from 2.2</b>	<b>Expected Completion</b>
2.2.1	For a performance period of three (3) years, the TO Contractor shall provide experienced CA Clarity certified professional(s) for consulting and specialized support services as outlined below. MDOT is requiring a maximum of 2080 hours per year to augment the support that is provided through the Clarity Software Maintenance contract. The hours provided for under this task order will be utilized on an as needed basis with prior written authorization.	Ongoing, throughout the term of the task order.
2.2.2	The Clarity Channel TO Contractor shall provide a yearly Clarity Software Maintenance contract to MDOT which shall include for software update releases, software fix packs, software hotfixes, documentation updates and technical support. The proposal shall include a cost per year within the performance period of this task order (see attachment #1 – Price Proposal).	Yearly, throughout the term of the task order.
2.2.3.1	<p>Provide onsite system customization, support services (functional and technical) for the CA Clarity version 7.5.2 (or future upgraded versions) to include the following system modules and any future module that is introduced into MDOT’s environment.</p> <ul style="list-style-type: none"> <li>• Project Manager Module</li> <li>• Portfolio Manager Module</li> <li>• Demand Manager Module</li> <li>• Resource Planner Module</li> <li>• Process Manager Module</li> <li>• Clarity Studio Module</li> <li>• Service Connect: Remedy</li> <li>• Schedule Connect Bundle</li> <li>• Financial Manager Module</li> </ul>	Ongoing, throughout the term of the task order.

2.2.3.2	Evaluate and provide an analysis of the current system configuration and advise MDOT of all pertinent updates required to the system software, hardware and interfaces.	Within 60 business days of “Notice to Proceed” and ongoing, throughout the term of the task order.
2.2.3.3	Provide full analysis, design and implementation services for all required Clarity modules.	Ongoing, throughout the term of the task order.
2.2.3.4	Develop custom interfaces with other systems within the MDOT organization.	Ongoing, throughout the term of the task order.
2.2.3.5	Provide system customization and development as required.	Ongoing, throughout the term of the task order.
2.2.3.6	Develop custom reports to specifications provided by MDOT.	Ongoing, throughout the term of the task order.
2.2.3.7	Evaluate the required level of training required for MDOT to realize the benefits of the system and provide custom developed training sessions designed to meet the unique needs of the organization. Training shall be provided on-site and at local (within a 50 miles radius) vendor sponsored facilities.	Ongoing, throughout the term of the task order.
2.2.3.8	Prepare and update documentation such as that required for update releases or other modifications implemented on the system.	Ongoing, throughout the term of the task order.
2.2.3.9	Develop and implement a process for the archiving of data.	Within 120 business days of “Notice to Proceed”.
2.2.3.10	Design workflow management and IT operations processes based on best practices (including ITIL standards), and standardizing them across the MDOT organization.	Within 120 business days of “Notice to Proceed”.
2.2.3.11	Manage change management processes of implementing new products/modules and enhancements.	Ongoing, throughout the term of the task order.
2.2.3.12	Provide planning for improvements to the system and execution.	Ongoing, throughout the term of the task order.
2.2.3.13	Provide expert contributions to new solutions and improvement of existing.	Ongoing, throughout the term of the task order.
2.2.3.14	Provide weekly reports to communicate status	Weekly, throughout the term of the task order.

	such as progress, issues and risks.	
2.2.3.15	Create and manage approved implementations to the system.	Ongoing, throughout the term of the task order.
2.2.3.16	Provide recommendations on improving data structure.	Within 90 business days of “Notice to Proceed”.
2.2.3.17	Escalate issues to Computer Associates and provide assistance in resolving.	Ongoing, throughout the term of the task order.
2.2.3.18	Configure and implement Clarity modules that have been procured by MDOT but not yet made available to users.	Ongoing, throughout the term of the task order.

## **2.4 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. These may include, but are not limited to:

- A. The State's System Development Life Cycle (SDLC) methodology at: [www.dbm.maryland.gov](http://www.dbm.maryland.gov) - keyword: SDLC.
- B. The State Information Technology Security Policy and Standards at: [www.dbm.maryland.gov](http://www.dbm.maryland.gov) - keyword: Security Policy.
- C. The State Information Technology Project Oversight at: [www.dbm.maryland.gov](http://www.dbm.maryland.gov) - keyword: IT Project Oversight.
- D. The State of Maryland Enterprise Architecture at [www.dbm.maryland.gov](http://www.dbm.maryland.gov) - keyword: MTAF Guiding Principles.
- E. The TO Contractor shall follow the project management methodologies that are consistent with the Project Management Institute's Project Management Body of Knowledge Guide. TO Contractor's staff and subcontractors are to follow a consistent methodology for all TO activities.

## **2.5 TO CONTRACTOR EXPERTISE REQUIRED**

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.

## **2.6 TO CONTRACTOR MINIMUM 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 provide individuals that are CA Clarity certified and have successfully completed a minimum of (3) implementations. Also, individuals must have completed the CA Clarity Boot Camp that corresponds with their technical or functional background. 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 service.

## **2.7 PERFORMANCE EVALUATION**

TO Contractor personnel will be evaluated by the TO Manager on a schedule consistent with evaluations of TSO personnel for assignments performed during that period. 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.

## **2.8 NON-PERFORMANCE OF PERSONNEL**

In the event that TSO is dissatisfied with the TO Contractor’s personnel for not performing to the standards specified in Section 2, the TO Contractor personnel may be removed at the TO Manager’s discretion. 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.

## **2.9 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.

## **2.10 PROPOSED STAFFING**

The TO Contractor shall provide the resumes of all key project participants being proposed to staff the project (including managers, senior design staff, other key staff, and subcontractor personnel) with an overview of each person’s role and whether they will be assigned part time or full time to the project. Resumes shall reflect qualifications and recent experience relevant to the scope of work and areas of expertise required for this specific project. Each resume shall include at least three (3) references that can be contacted to verify the individual’s qualifications and experience. For each reference, list the individual's name, title, company name or organization, mailing address, and phone number. TSO reserves the right to interview all key project participants proposed by the TO Contractor and either confirm the recommendations, or request alternates.

## **2.11 INVOICING**

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 Project Manager for payment approval. Payment of invoices will be withheld if a signed Acceptance of Deliverable form – Attachment 9, is not submitted.

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

The TO Contractor shall submit monthly invoices for payment that coincide with the submission of the progress reports (on or before the 15<sup>th</sup> day of the month). The invoices shall identify actual hours by each person assigned to the contract during the reporting period and materials

purchased by the contractor for the contract. Invoices shall be accompanied by timesheets and paid contractor invoices documenting charges for labor and materials in accordance with the contractor price proposal for the Master Contract.

## **2.12 INVOICE SUBMISSION PROCEDURE**

This procedure consists of the following requirements and steps:

The invoice shall identify the Maryland Department of Transportation / Procurement & Contracts as the TO Requesting Agency, deliverable description, associated Agreement number, date of invoice, period of performance covered by the invoice, and a TO Contractor point of contact with telephone number.

The TO Contractor shall send the original of each invoice and supporting documentation (itemized billing reference for employees and any subcontractor and signed Acceptance of Deliverable form – Attachment 9, for each deliverable being invoiced) submitted for payment to TSO at the following address:

**Brian Schade**  
**IT Project Manager**  
**Maryland Department of Transportation**  
**7201 Corporate Center Drive**  
**Hanover, MD 21076**

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 Agreement. In no event shall any invoice be submitted later than 60 calendar days from the Agreement termination date.

## **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, the TO Contractor and the Project Manager 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 the Procurement Officer executes a change order.

## **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 or two possible responses: 1) a proposal and/or 2) a completed Master Contractor Feedback form to be 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 Personnel

- 1) Identify and provide resumes for all proposed personnel by labor category.
- 2) Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under this TO Agreement.
- 3) Complete and provide Attachment 5 – Labor Classification Personnel Resume Summary.

B) MBE Participation

- 1) Submit completed MBE documents Attachment 2 - Forms D-1, D-2, D-3, D-4.

C) Economic Benefits Factors

- 1) Although no MBE participation is required for this contract, offerors shall demonstrate how the contract will benefit the Maryland economy, including the amount or percentage of subcontract dollars placed with Maryland MBEs.

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.

- 1) 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**

The Offeror shall provide the following in the Financial Proposal:

- (a) Assumptions: A description of any assumptions formed by the Offeror in developing the Financial Proposal.

- (b) Attachment 1 – Completed Financial Proposal, including:

Price Breakdown Structure (should be based on the Work Breakdown Structure) for time and materials type task orders: A detailed price breakdown structure(s), for labor hours by skill category and materials that will be applied and/or acquired to meet each milestone and deliverable, and to accomplish all specified work requirements. A cumulative sum for each category (e.g., labor hours and materials) of prices and the total contract costs shall be indicated.

Pricing shall be based on the Offeror's price proposal prepared in response to the CATS TORFP Project Number \_\_\_\_\_, and incorporated by reference into the Master Contract.

### **3.2.2.1 Price Breakdown Structure**

In order to implement a standard method by which the State can compare the proposed cost of competing proposals and make informed judgments about the reasonableness of proposed prices, price breakdown data shall be submitted in a common, tabular format. An example of a price breakdown submitted in the specified format for Labor Categories is depicted on ATTACHMENT 1.

All Personnel Costs figures shall be fully loaded rates, in accordance with the terms and conditions of the Master Contract.

Labor cost information will be entered into four columns as shown on ATTACHMENT 1, and described below:

- Proposed Labor Category - A listing, by title, of each labor category proposed by the Vendor.
- Hourly Labor Rate - The hourly rate for each labor category (in accordance with the Offeror's price proposal, submitted in response to this CATS TORFP).
- Total Class Hours - The hourly rate for each labor category (in accordance with the Offeror's price proposal, submitted in response to this CATS TORFP).
- Total Proposed CATS TORFP Price – The product of the Hourly Labor Rate times the Total Class Hours.

## **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 TO Requesting Agency will consider all information submitted in accordance with Section 3.

### **4.2 TECHNICAL CRITERIA**

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

- The qualifications and experience of the Master Contractor's proposed personnel performing the duties and responsibilities required in Section 2.
- The Master Contractors understanding of the work to be accomplished.
- Satisfactory past performance on engagements provided as reference accounts in the Technical Proposal or other engagements not provided in the Technical Proposal but known to the State, especially previous task orders.

### **4.3 SELECTION PROCEDURES**

**4.3.1** Proposed personnel will be assessed for compliance with the minimum qualifications in Section 2.6 of the TORFP. Master Contractors proposing personnel who fail to meet the minimum qualifications will be disqualified and their proposals eliminated from further consideration.

**4.3.2** TO Proposals deemed technically qualified will have their financial proposal considered. All others will receive e-mail notice from the MDOT Contracts Manager or Contract Administrator of not being selected to perform the work.

**4.3.3** The State will require interviews with all 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 within two weeks 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.

**4.3.4** Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.

**4.3.5** The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment. In making this selection, technical merit has 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 authorized by the MDOT Contracts Manager.

**ATTACHMENT 1 – PRICE PROPOSAL**

**PRICE PROPOSAL SHEET FOR CATS TORFP # J01P8200026**

Categories	A	B	C
	Hourly Labor Rate	Total Hours (Annually)	Total Proposed CATS TORFP Price
<b><u>Year #1:</u></b>			
Labor: CA Clarity Certified Professional (Functional)	\$	<b>700</b>	\$
Labor: CA Clarity Certified Professional (Technical)	\$	<b>1380</b>	\$
Clarity Software Maintenance	-----	-----	\$
<b>Total Cost (Year #1):</b>			\$
<b><u>Year #2:</u></b>			
Labor: CA Clarity Certified Professional (Functional)	\$	<b>700</b>	\$
Labor: CA Clarity Certified Professional (Technical)	\$	<b>1380</b>	\$
Clarity Software Maintenance	-----	-----	\$
<b>Total Cost (Year # 2):</b>			\$
<b><u>Year #3:</u></b>			
Labor: CA Clarity Certified Professional (Functional)	\$	<b>700</b>	\$
Labor: CA Clarity Certified Professional (Technical)	\$	<b>1380</b>	\$
Clarity Software Maintenance	-----	-----	\$
<b>Total Cost (Year #3):</b>			\$
<b>Total Task Order Cost (Sum of yearly total costs):</b>			\$

\_\_\_\_\_

Company Name

---

Authorized Individual 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 This with the Financial Response

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

**CATS TORFP # J01P8200026**

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 15<sup>th</sup> of the month following the month that is being reported. For example, the report for January's activity is due no later than the 15<sup>th</sup> 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 15<sup>th</sup> 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. J01P8200026, I affirm the following:

1. I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of 0 percent. 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 J01P8200026	
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**

<b>TOTAL MBE PARTICIPATION:</b>	_____ %
<b>TOTAL WOMAN-OWNED MBE PARTICIPATION:</b>	_____ %
<b>TOTAL AFRICAN AMERICAN-OWNED MBE PARTICIPATION:</b>	_____ %

Document Prepared By: (please print or type)

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

**ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS (FORM D – 2 CONT.)**

**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	

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 # J01P8200026, 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

**ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS (FORM D – 4)**

**SUBCONTRACTOR PROJECT PARTICIPATION STATEMENT**

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

Provided that \_\_\_\_\_ is awarded the TO Agreement in  
(Prime TO Contractor Name)  
conjunction with TORFP No. J01P8200026, 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

**ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS (FORM D – 5)**

**MINORITY BUSINESS ENTERPRISE PARTICIPATION TO CONTRACTOR PAID/UNPAID INVOICE  
REPORT**

Report #: _____	CATS TORFP #J01P8200026
Reporting Period (Month/Year): _____	Contracting Unit _____
<b>Report is due by the 15<sup>th</sup> of the following month.</b>	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:			
<b>List all unpaid invoices over 30 days old received from the MBE subcontractor named above:</b>			
1.			
2.			
3.			
<b>Total Dollars Unpaid: \$</b> _____			

**\*\*If more than one MBE subcontractor is used for this contract, please use separate forms. Return one copy to:**

Mr. Brian Schade, TO MANAGER MD Department of Transportation 7201 Corporate Center Drive Hanover, MD 21076 <a href="mailto:bschade@mdot.state.md.us">bschade@mdot.state.md.us</a>	Betty Toulson MD Department of Transportation 7201 Corporate Center Drive Hanover, MD. 21076 <a href="mailto:btoulson@mdot.state.md.us">btoulson@mdot.state.md.us</a>
---	---

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

**ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS (FORM D – 6)**

**MINORITY BUSINESS ENTERPRISE PARTICIPATION SUBCONTRACTOR PAID/UNPAID INVOICE  
REPORT**

Report #: _____  Reporting Period (Month/Year): ____/_____  <b>Report Due By the 15<sup>th</sup> of the following Month.</b>	CATS TORFP #J01P8200026 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: _____		
<b>List all payments received from Prime TO Contractor during reporting period indicated above.</b>  1. _____  2. _____  3. _____  <b>Total Dollars Paid:</b> \$ _____	<b>List dates and amounts of any unpaid invoices over 30 days old.</b>  1. _____  2. _____  3. _____  <b>Total Dollars Unpaid:</b> \$ _____	
Prime TO Contractor: _____		Contact Person: _____

**Return one copy of this form to the following address:**

Mr. Brian Schade, TO MANAGER MD Department of Transportation 7201 Corporate Center Drive Hanover, MD 21076 <a href="mailto:bschade@mdot.state.md.us">bschade@mdot.state.md.us</a>	Betty Toulson MD Department of Transportation 7201 Corporate Center Drive Hanover, MD. 21076 <a href="mailto:btoulson@mdot.state.md.us">btoulson@mdot.state.md.us</a>
---	---

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

## **ATTACHMENT 3 – TASK ORDER AGREEMENT**

### **CATS TORFP# J01P8200026 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, MD 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 MD Department of Transportation, as identified in the CATS TORFP # ADPICS PO.
  - b. “CATS TORFP” means the Task Order Request for Proposals # ADPICS PO, 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 December 19, 2005.
  - d. “TO Procurement Officer” means TO Procurement Officer. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
  - e. “TO Agreement” means this signed TO Agreement between the MD Department of Transportation and TO Contractor.
  - f. “TO Contractor” means the CATS Master Contractor awarded this TO Agreement, whose principal business address is \_\_\_\_\_ and whose principal office in Maryland is \_\_\_\_\_.
  - g. “TO Manager” means TO Manager of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
  - h. “TO Proposal - Technical” means the TO Contractor’s technical response to the CATS TORFP dated date of TO Proposal – Technical.
  - i. “TO Proposal – Financial” means the TO Contractor’s financial response to the CATS TORFP dated date of TO Proposal - Financial.
  - j. “TO Proposal” collectively refers to the TO Proposal – Technical and TO Proposal – Financial.
2. Scope of Work
  - 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supersede the Master Contract.
  - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS 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 three (3) years, commencing on the date of Notice to Proceed and terminating on the last day of the month three (3) years from the date of the NTP.

### Consideration and Payment

- 3.1 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.
- 3.2 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.
- 3.3 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 Agency TO Manager unless otherwise specified herein.
- 3.4 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, MD Department of Transportation

\_\_\_\_\_  
By: Peter Arrey, 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 sub consultant 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

**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 – NOTICE TO PROCEED

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS Task Order Agreement #J01P8200026

Dear TO Contractor Contact:

This letter is your official Notice to Proceed as of Month Day, Year, for the above-referenced Task Order Agreement. Brian Schade of the MD Department of Transportation will serve as your primary contact person on this Task Order. Mr. Schade can be reached by telephone at 410-865-1184 and/or e-mail at [bschade@mdot.state.md.us](mailto:bschade@mdot.state.md.us)

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

Sincerely,

Mr. Peter Arrey

Task Order Procurement Officer

Enclosures (2)

cc: Mr. Brian Schade

Procurement Liaison Office, Office of Information Technology, DBM

Project Management Office, Office of Information Technology, DBM

**ATTACHMENT 8 – AGENCY RECEIPT OF DELIVERABLE FORM**

I acknowledge receipt of the following:

TORFP Title: **Clarity Maintenance and Support**

TO Agreement Number: #J01P8200026

Title of Deliverable: \_\_\_\_\_

TORFP Reference Section # \_\_\_\_\_

Deliverable Reference ID # \_\_\_\_\_

Name of TO Manager: Brian Schade

\_\_\_\_\_  
TO Manager Signature

\_\_\_\_\_  
Date Signed

Name of TO Contractor's Project Manager: \_\_\_\_\_

\_\_\_\_\_  
TO Contractor's Project Manager Signature

\_\_\_\_\_  
Date Signed

SUBMIT AS REQUIRED IN SECTION 2 OF THE TORFP.

**ATTACHMENT 9 – AGENCY ACCEPTANCE OF DELIVERABLE FORM**

Agency Name: MD Department of Transportation  
TORFP Title: **Clarity Maintenance and Support**  
TO Manager: Brian Schade, 410-865-1184

**To:**

The following deliverable, as required by TO Agreement #J01P8200026, has been received and reviewed in accordance with the TORFP.

Title of deliverable: \_\_\_\_\_

TORFP Contract Reference Number: Section # \_\_\_\_\_

Deliverable Reference ID # \_\_\_\_\_

This deliverable:

Is accepted as delivered.

Is rejected for the reason(s) indicated below.

REASON (S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

\_\_\_\_\_  
TO Manager Signature

\_\_\_\_\_  
Date Signed

ISSUED BY THE TO MANAGER AS REQUIRED IN SECTION 2 OF THE TORFP.

**ATTACHMENT 10 – NON-DISCLOSURE AGREEMENT (OFFEROR)**

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

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS TORFP #J01P8200026 for Clarity Maintenance and 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 Mr. Peter Arrey, MD 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 OF THE TORFP

## ATTACHMENT 11 – NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

**THIS NON-DISCLOSURE AGREEMENT** (“Agreement”) is made as of this \_\_\_ day of \_\_\_\_\_, 200\_\_\_, by and between the State of Maryland (“the State”), acting by and through its MD 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 Clarity Maintenance and Support TORFP No. J01P8200026 dated November 27, 2007, (the “TORFP” issued under the Consulting and Technical Services procurement issued by the Department of Transportation, 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:**

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

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

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

**MD Department of Transportation:**

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

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

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

SUBMIT AS REQUIRED IN SECTION OF THE TORFP

**EXHIBIT A – 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

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

## **EXHIBIT B - MDOT NETWORK ARCHITECTURE OVERVIEW**

### Introduction

The purpose of this document is to provide a high-level overview of the MDOT data network architecture. This document also provides the end user with the high level description of the interfaces needed to connect to the MDOT network. The information contained in this document is not intended as a stand-alone design document. The first section covers the MDOT Wide Area Network architecture and the second section covers the typical LAN architecture.

The MDOT network architecture provides the bandwidth, network redundancy and QoS necessary to effectively support the communication requirements of MDOT. Bandwidth and redundancy increases as you move from the edge of the network towards the core of the network. All of these mechanisms work in unison to provide reliable IP communication for MDOT. It is the goal of MDOT as an organization to service all of its communication requirements through a single resilient high-speed infrastructure. All future MDOT applications should be designed to utilize the existing network infrastructure. Any augmentations required to the existing infrastructure to support specific applications will be evaluated as directed by application owners.

### Network Architecture

The following sections describe the network infrastructure that encompasses the MDOT enterprise data network. The network only provides IP based transport services between MDOT facility locations. The section is divided into Wide Area and Local Area Network specific sections, which provide a brief overview of the basic topologies.

The network has been engineered by technologies and hardware manufactured by Cisco Systems. The existing WAN and LAN transport services hardware is manufactured by Cisco Systems and it is MDOT's intent to maintain this homogeneous infrastructure. Any deviation from the use of Cisco Systems technology and hardware will require a written technical justification supporting the deviation and subsequent written approval from the MDOT OTTS Network Manager.

The MDOT enterprise data network is configured to support end-to-end IP QoS services to prioritize voice, video and various types of data traffic. Application communication flows, which

meet the criteria for admittance into the MDOT, defined traffic classes<sup>1</sup> can be presented to MDOT as candidates for the defined QoS services. Applications that require services beyond the capabilities of the defined QoS Policy can submit augmentation requests describing the required augmentations for review by the MDOT OTTS Network Manager.

### MDOT Wide Area Network

The MDOT Wide Area Network (WAN) is responsible for ensuring the various LANs (local area network) within MDOT are able to communicate with one another as well as resources outside the MDOT network. The MDOT WAN is designed in a hierarchical 2-tiered approach consisting of the Backbone, and various transit/edge/access nodes. The MDOT backbone architecture utilizes a combination of fiber optic, Point-to-Point Wireless (both licensed and unlicensed) services, and high-speed leased circuits to create a high capacity and highly redundant backbone. Clear-Channel T1 services the Edge and Access nodes and/or Frame-Relay based services (both leased and state owned microwave provided) as well as a mixture of Ethernet based fiber and Wireless services.

In addition to the MDOT enterprise WAN an extranet service network has been established between 4 selected nodes along the backbone fiber infrastructure. This extranet service network is designed to facilitate the distribution of third party network services. This extranet network supports the secure delivery of Internet, Network Maryland Statewide Government Intranet, and Contrator/3<sup>rd</sup> party extranet services. Only 2 of the 4 access nodes along the extranet services network are designed to provide intercommunications between the MDOT Enterprise network and the various external networks supported by the MDOT extranet network. These nodes are designated Security Portals and are located at the Glen Burnie and TSO HQ datacenters.

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<sup>1</sup> See MDOT IP Quality of Service Policy (<http://nocportal.noc.mdot.mdstate/>)

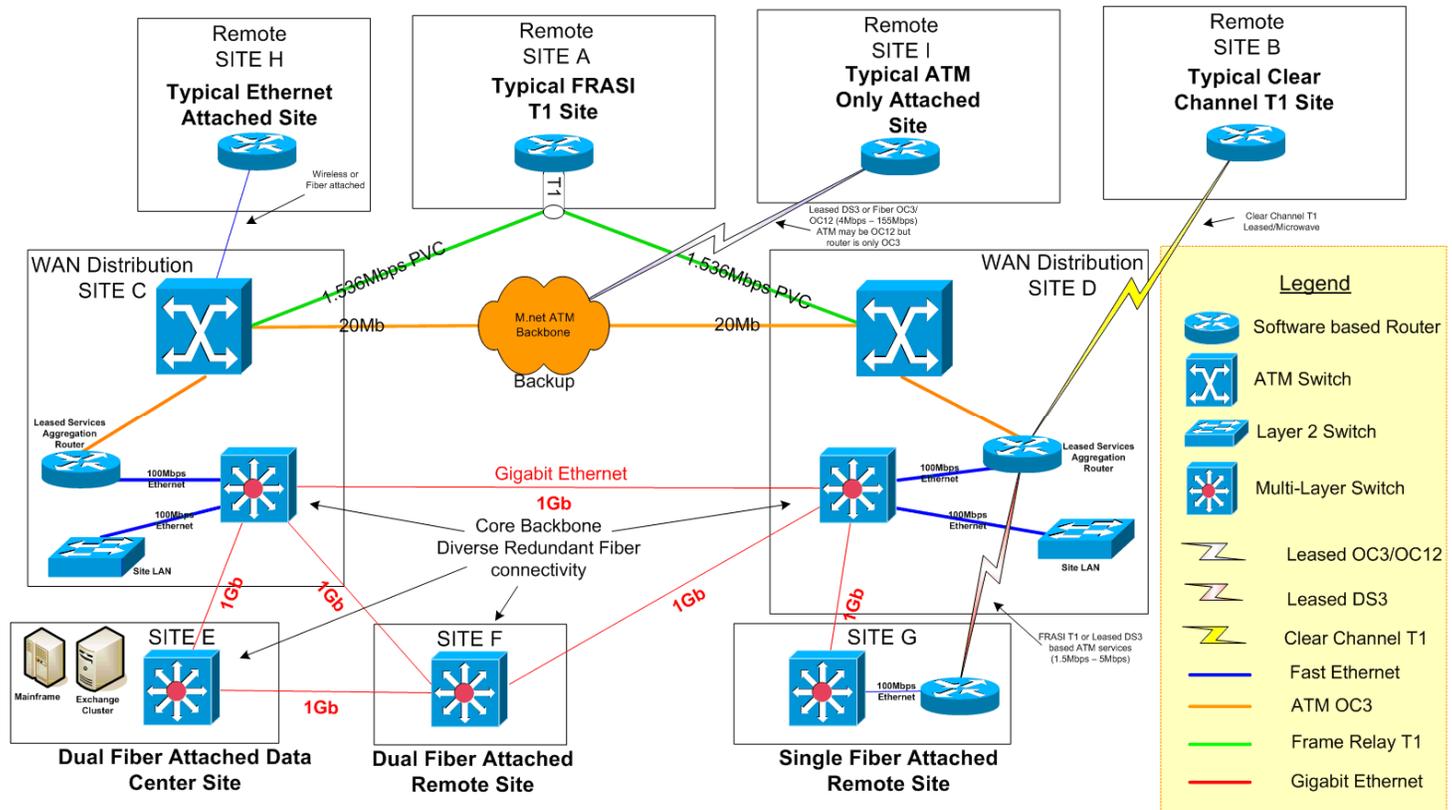


Figure 1 Conceptual Overview of MDOT WAN

## Network Backbone

Gigabit Ethernet is the core transport technology utilized to support the MDOT backbone. The backbone utilizes wire-speed Gigabit Ethernet routers (layer 3 switches). The network is configured to utilize OSPF for the distribution of IP Unicast and multicast (in conjunction with PIM sparse-mode) routing information<sup>2</sup> on the MDOT network. The central Backbone Core (Washington and Baltimore LATA region) is designed in a redundant figure eight topology, which provides resiliency to the backbone through the use of diverse fiber paths between nodes<sup>3</sup>. The Gigabit Ethernet fiber based backbone also extends into Western Maryland region in a linear fashion. Backbone communications are also augmented by leased ATM based circuit services provided by Network Maryland, the State of Maryland's internal service provider. These services provide high-speed connections into the Eastern LATA as well as provide redundant connections to service the Western LATA. WAN service distribution nodes are collocated with backbone equipment at several locations. These nodes provide a central point of aggregation of leased services for the geographic region they serve.

<sup>2</sup> See MDOT IP Multicast Design Document (<http://nocportal.noc.mdstate/>)

<sup>3</sup> See documentation on OSPF Area 0 on <http://nocportal.noc.mdstate/LANWAN>

### Network Edge/Access Nodes

The network overall architecture deployed within MDOT is a partial mesh based design. The design has been driven primarily by availability of high-speed private network services. Many of these Wide Area resources were made available to MDOT through various resource share and joint venture operations with commercial and other state organizations. Due to this, the transport facilities do not lend themselves easily to traditional hierarchical based design methodologies. The resulting network design is a complex partial mesh topology, however the trade off in complexity for high speed cost effective bandwidth is considered highly preferable and has provided MDOT with an infrastructure capable of supporting converged network services with very little capacity concerns.

As stated previously, many access sites are supported through direct fiber based Gigabit Ethernet connectivity to backbone node locations. In addition several sites also leverage State Microwave and non-licensed wireless services to provide backhaul access to the nearest Backbone node. Do to resource limitations, some access sites also serve as transit sites for downstream access nodes. Some site locations utilize private (state owned) wireless based point-to-point transport services for last mile connectivity to a backbone node location.

Access sites without access to privately owned transport services are connected back to regional aggregation sites using leased Frame-Relay or clear-channel T1 services. The services are either provided directly by Verizon or in conjunction with Network Maryland. Typically, each Frame-Relay attached site is provided logical connections to at least two Distribution nodes, which in turn are collocated with backbone node equipment. This design ensures that access sites are not dependant on any single Distribution site.

### Extranet Services

The MDOT network also utilizes an ATM based backbone to support extranet services distribution such as Internet and Maryland Statewide Government Intranet (SwGI) access. The ATM backbone utilizes the MDOT fiber backbone resources and has a similar architecture to the CORE Gigabit Ethernet network. MDOT has created 2 datacenter facilities where the required security hardware and services are available to facilitate communication between the extranet services and the enterprise network. Theses datacenters are located at the MDOT OTTS Glen Burnie Campus and the MDOT Headquarters building in Hanover. Each of these locations maintains redundant peering services to Network Maryland, which provides both Internet Access as well as access to the Statewide Government Intranet. These nodes also support access to business partner networks through IPSEC based VPN services.

### MDOT Mainframe

MDOT utilizes an IBM 2086-A04 mainframe running z/OS to support many of the MDOT Enterprise applications and some modal specific legacy systems. The Enterprise systems that are supported by the MDOT Mainframe are the Financial Management Information system (FMIS), Employee Management Information System (EMIS) and the MDOT HR System INFOR. The MDOT Mainframe also is the data warehouse for the Motor Vehicle Administration legacy Driver and Registration database, which is extensively used by law enforcement. The MDOT Mainframe environment consists of 4 terabytes of DASD (Direct Access Storage Device), Two StorageTek Tape silos with a capacity of 6000 3490 tapes and a high-speed laser printing system. The database platform for the IBM Mainframe systems is IBM DB2 Version 7.

### MDOT LANs

Each MDOT location typically contains a LAN. These LANs range from small networks consisting of a single Ethernet switch to very large networks containing numerous routers, multi-layer (routing) and non multi-layer switches. MDOT is currently deploying POE capable access switches for all new site deployments unless there is no potential use for POE services at the site location.

For the smaller LAN networks, there is typically little to no physical redundancy in the LAN. End stations utilize a single connection to the Ethernet switch and the switch typically has a single connection to the WAN device. In some cases (for fiber attached access nodes) the switch also serves to terminate the WAN services and a separate WAN device is not required. In the event of a failure of the switch, the LAN network will be down. To address this vulnerability, many of the Ethernet switches are connected to Uninterrupted Power Supplies (UPS). Examples of these types of sites include the smaller MVA branch offices.

For the large LAN networks, there are typically several levels of redundancy on the network. Beginning with power, the buildings typically have UPS and generators for backup power. The routing and switching equipment supporting the LAN backbone are configured with redundant power supplies. The larger campus LAN infrastructures are typically designed using the traditional Core/Distribution/Access model. Core and Distribution layers are collapsed for medium sized site LANs. Switching and routing protocols are also utilized to support logical redundancy within the LAN environments. Spanning Tree Protocol is configured to support link redundancy at the data link layer (layer 2) and the OSPF is configured to support redundancy at the network layer (layer 3).

<b>MDOT Sites</b>	<b>WAN Connection Type</b>	<b>Bandwidth</b>	<b>Site Type</b>
<b>MVA/OTTS</b>			
Glen Burnie	Gig Ethernet	1000M	E
<b>MVA Branch Offices</b>			
<b>Baltimore Lata</b>			
Ordnance Rd VEIP	T1 Frame Relay	1.5M	A
Ordnance Rd	T1 Frame Relay	1.5M	A
Annapolis	T1 Frame Relay	1.5M	A
BaltCity	T1 Frame Relay	1.5M	A
Belair	T1 Frame Relay	1.5M	A
Bay Meadows	T1 Frame Relay	1.5M	A
Bladeslane	T1 Frame Relay	1.5M	A
Columbia	T1 Frame Relay	1.5M	A
Elkton	T1 Frame Relay	1.5M	A
Essex	T1 Frame Relay	1.5M	A
Prince Frederick	T1 Frame Relay	1.5M	A
Towson	T1 Frame Relay	1.5M	A
Westminster	T1 Frame Relay	1.5M	A
Garage	T1 Clear Channel	1.5M	B
<b>Washington Lata</b>			
Beltsville	T1 Frame Relay	1.5M	A
Gaithersburg	Gig Ethernet	1.5M	A
Waldorf	T1 Frame Relay	1000M	A
Love	T1 Frame Relay	1.5M	A
Glenmont	T1 Frame Relay	1.5M	A
Walhill	T1 Frame Relay	1.5M	A

**Eastern Lata**

Salisbury	T1 Frame Relay	1.5M	A
Easton	T1 Frame Relay	1.5M	A

**Western Lata**

Hagerstown	Gig Ethernet	1000M	A
Frederick	Gig Ethernet	1000M	A
Cumberland	T1 Frame Relay	1.5M	A
Oakland	T1 Frame Relay	1.5M	A

**TSO**

MDOT HQ	Gig Ethernet	1000M	E
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**MAA**

BWI Main Terminal	Gig Ethernet	1000M	F
Airport Square	T1 Frame Relay	1.5M	A
MAC Building	Gig Fiber	1000M	F
Martin State Airport	T1 Frame Relay	1.5M	A
Parsons	T1 Frasi	1.5M	A
Hock Building	ATM/OC3	155M	I

<b>MDOT Sites</b>	<b>WAN Connection Type</b>	<b>Bandwidth</b>	<b>Site Type</b>
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**MTA**

Monroe Street	T1 Frame Relay	1.5M	A
St Paul Street HQ	Gig Ethernet	1000M	F
Wabash Ave. Heavy Rail Div	Gig Ethernet	1000M	A
Washington Blvd	Gig Ethernet	1.5M	G

Cromwell	Gig Ethernet	1.5M	A
MARC	T1 Frame Relay	1.5M	A
Park	T1 Frame Relay	1.5M	A
Eutaw	T1 Frame Relay	1.5M	A
North Ave	Gig Ethernet	1.5M	A
Nwest	T1 Frame Relay	1.5M	A
East	Gig Ethernet	1.5M	A
Metro Drive	T1 Frame Relay	1.5M	A
Kirk	T1 Frame Relay	1.5M	A

**SHA**

HQ	Gig Ethernet	1000M	G
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**District 1**

Snow hill	T1 Frame Relay	1.5M	A
Cambridge	T1 Frame Relay	1.5M	A
Pranne	T1 Frame Relay	1.5M	A
Salisbury	ATM/DS3	8M	A

**District 2**

Centreville	T1 Frame Relay	1.5M	A
Denton	T1 Frame Relay	1.5M	A
Easton	T1 Frame Relay	1.5M	A
Eastern Regional Lab (ERL)	T1 Frame Relay	1.5M	A
Chestertown	T1 Frame Relay	1.5M	A

**District 3**

Gaithersburg	Gig Ethernet	1000M	A
Laurel	T1 Clear Channel	1.5M	A
Fairland	T1 Clear Channel	1.5M	A

Marlboro	T1 Clear Channel	1.5M	A
Leonard	T1 Frame Relay	1.5M	A
LaPlata	T1 Frame Relay	1.5M	A
Greenbelt	Gig Ethernet	1000M	
<b>District 4</b>			
West Friendship	T1 Frame Relay	1.5M	A
Westminster	T1 Frame Relay	1.5M	A
Golden Ring	T1 Clear Channel	1.5M	A
Elkton	T1 Frame Relay	1.5M	A
Churchville	T1 Frame Relay	1.5M	A
Owings Mills	T1 Clear Channel	1.5M	A
Hereford	T1 Clear Channel	1.5M	A
Radio Shop	Gig Ethernet	1000M	F
Brooklandville	Gig Ethernet	1000M	I

<b>MDOT Sites</b>	<b>WAN Connection Type</b>	<b>Bandwidth</b>	<b>Site Type</b>
<b>District 5</b>			
Hanover State Highway Ops Center (HANSOC)	Gig Ethernet	1000M	
Prince Fredrick	T1/Clear Channel	1.5M	A
Glen Burnie	Gig Ethernet	1000M	A
Dayton	T1 Clear Channel	1.5M	A
Annapolis	Gig Ethernet	1000M	I
<b>District 6</b>			
Thurmont	T1 Frame Relay	1.5M	A
Hancock Western Regional Lab (WRL)	Gig Ethernet	1000M	A

Oakland	T1 Frame Relay	1.5M	A
Hagerstown	Gig Ethernet	1000M	A
Keysers Ridge	Gig Ethernet	1000M	H
Lavale	Gig Ethernet	1000M	A
Frostburg	T1 Frame Relay	1.5M	A
<b>District 7</b>			
Fredrick	T1 Frame Relay	1.5M	G
Lane Police	ATM/DS3	5M	I
Hanover State Highway Ops Center (HANSOC)	Gig Ethernet	1000M	C,D
<b>MPA</b>			
World Trade Center	T1 Frame Relay	1.5M	A
DMT Maintenance Facility (DMTMAINT)	T1 Frame Relay	1.5M	A
Seagirt	T1 Frame Relay	1.5M	A
DMT Dunmar	T1 Frame Relay	1.5M	A
SMT Crane	T1 Clear Channel	1.5M	A
Point Breeze	Micro wave	50M	A
Navis	T1 Clear Channel	1.5M	B
<b>MdTA</b>			
	Gig Ethernet	1000M	F
Baltimore Harbor Tunnel FAIR	Gig Ethernet	1000M	F
Baltimore Harbor Tunnel Admin Bldg	Gig Ethernet	1000M	F
Fort McHenry Tunnel Vent Building	Gig Ethernet	1000M	F
Fort McHenry Tunnel Admin Building	Gig Ethernet	1000M	F
Fort McHenry Tunnel Maintenance Building	Gig Ethernet	1000M	F
I95/i695	Gig Ethernet	1000M	F

John F. Kennedy Maryland State Police	Gig Ethernet	1000M	F
John F. Kennedy I95 Admin Building	Gig Ethernet	1000M	F
John F. Kennedy Maintenance Building 1	Gig Ethernet	1000M	F
John F. Kennedy Maintenance Building 1	Gig Ethernet	1000M	F
John F. Kennedy Lane Police	ATM/DS3	5M	A
Hatem Bridge	Wireless Ethernet	100M	H
Francis Scott Key Bridge	Wireless Ethernet	100M	H
John F. Kennedy Bridge	T1 Frame Relay	1.5M	A
Port Police	T1 Frame Relay	1.5M	A
Point Breeze	Micro wave	50M	A

### MDOT Information Security

MDOT utilizes a “defense in depth” approach to assuring the confidentiality, availability, and integrity of their information resources through a combination of management, operational, and technical controls. Best practices and management provide IT governance. This is stated through policies, reiterated through training and through defining processes. Technologies include the use of firewalls, intrusion detection and prevention systems, anti-spam, anti-virus, mail relays, web filtering proxies, patch management systems and services, and others. These measures are routinely assessed through on-going periodic vulnerability assessments.

Third-party access to the MDOT network is strictly controlled and requires permission. When authorized and depending upon the need, remote access is provided by site-to-site IPSEC Virtual Private Network (VPN) connections or through the use of a Cisco remote access client and two-factor authentication.

### Acronyms

ATM – ASYNCHRONOUS TRANSFER MODE

DASD – Direct Access Storage Device

EMI – Employee Management Information System

FMIS – Financial Management Information System

IP – Internet Protocol  
IPSEC – Internet Protocol Security  
LAN – Local Area Network  
LATA – Local Access and Transport Area  
MVA – Motor Vehicle Administration  
MDOT - Maryland Department of Transportation  
OTTS – Office of Transportation Technology Services  
OSPF – Open Shortest Path First  
PoE – Power Over Ethernet  
Qos – Quality of Service  
SwGI – State Wide Government Intranet  
TSO – Transportation Secretary Office  
UPS – Uninterrupted Power Supply  
VPN – Virtual Private Network  
WAN - Wide Area Network