CONSULTING AND TECHNICAL SERVICES (CATS)

TASK ORDER REQUEST FOR PROPOSALS (TORFP)

TECHNICAL AND USER SUPPORT FOR MICROSOFT DYNAMICS SL (SOLOMON) SOFTWARE

CATS TORFP PROJECT

J01P7200042

MARYLAND TRANSPORTATION AUTHORITY

ISSUE DATE: SEPTEMBER 18, 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 Feedback 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 Contract Administrator and copies emailed to all other individuals listed in this Key Information Summary Sheet.

TORFP Title:	TECHNICAL AND USER SUPPORT FOR MICROSOFT DYNAMICS SL (SOLOMON) SOFTWARE
Functional Area:	FA10 IT Management Consulting Services
TORFP Issue Date:	September 18, 2007
Closing Date and Time:	October 16, 2007 at 12:00 PM
TORFP Issuing Agency:	Maryland Department of Transportation (MDOT), Maryland Transportation Authority (Authority), Division of Finance
Send Questions and Proposals to: **Questions must be submitted no later than 10 working days prior to TORFP closing date**.	**Dorothea Summerville** dsummerville@mdta.state.md.us **Peter Arrey** parrey@mdot.state.md.us **Carl Stein** cstein@mdot.state.md.us
TO Procurement Officer:	**Carl Stein** Office Phone Number: 410-865-1315 Office FAX Number: 410-865-1103
TO Manager:	**Dorothea Summerville** Office Phone Number: 410-537-1075 Office FAX Number: 410-537-1351 dsummerville@mdta.state.md.us
TO Project Number:	**J01P7200042**)
TO Type:	Time and Material
Period of Performance:	NTP until December 31, 2010

MBE Goal:	0
Small Business Reserve (SBR)	No
Primary Place of Performance:	No desk space will be provided to contractor personnel at MdTA. Meetings and some work will be performed on Authority sites at: 300 Authority Drive, Dundalk, MD 21222 2400 Broening Highway, Baltimore, MD 21224
TO Pre-proposal Conference:	MDOT Headquarters September 28, 2007 at 9:00 AM See Attachment 5 for directions.

SECTION 1 - ADMINISTRATIVE INFORMATION

1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT

The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement scope issues, and for authorizing any changes to the TO Agreement. See 2.9 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 CONTRACT DURATION

The Contract resulting from this TORFP shall be for a period of approximately 39 months beginning at contract award.

1.4 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 e-mail system time stamp. The TO Proposal is to be submitted via e-mail as two attachments in MS Word format. Note: there is a file size limitation on inbound emails. Email must be no more than eight megabytes and cannot contain any executable extensions. Breaking proposals into multiple emails, if multiple emails are clearly marked as such (i.e., 1 of 3, 2 of 3, 3 of 3), is acceptable.

The "subject" line in the e-mail submission shall state the TORFP # J01P7200042. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS TORFP # J01P7200042 Technical". The second file will be the financial response to this CATS TORFP and titled, "CATS TORFP # J01P7200042 Financial". The proposal documents that must be submitted with a signature are: Financial Proposal and Attachment 3 - Conflict of Interest and Disclosure Affidavit, and must be submitted as PDF files with signatures clearly visible.

1.5 ORAL PRESENTATIONS/INTERVIEWS

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

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 2340 Broening Highway, Baltimore, MD 21224. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement (Offeror) in the form of Attachment 7. Please contact the TO Procurement Officer of this TORFP to schedule an appointment.

In addition, certain documentation may be required by the TO Contractor awarded the 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 8.

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 TO Agreement amount established.

SECTION 2 - SCOPE OF WORK

2.1 PURPOSE AND BACKGROUND

2.1.1 Purpose

The Maryland Transportation Authority (Authority), Finance Division (Finance), is issuing this CATS TORFP to obtain technical and user support for its Microsoft Dynamics SL (Solomon) financial system.

This CATS TORFP is issued to acquire the services of one (1) qualified TO Contractor personnel to provide technical and user support estimating 2080 hours per year. The TO Contractor shall propose the labor category to meet the needs described in this TORFP. The TO Contractor shall develop, enhance, maintain and support this mission critical financial application. The TO Contractor will also support the integration of other client/server and web-based systems with Solomon, as needed.

This task order would also allow the Authority to add up to two additional Solomon specialized technical resources as the Authority identifies the need. The request and approval process for these additional future resources would follow the CATS Task Order Change Order Process as identified in Section 2.9

2.1.2 Requesting Agency Background

The Maryland Transportation Authority is responsible for constructing, managing, operating and improving the State's toll facilities, as well as financing new revenue-producing transportation projects for MDOT. The Members have established the position of Executive Secretary to act as the chief executive officer of the Authority, administering the day-to-day business of the agency and its 1,500 employees, including a 500-unit police force.

The Authority is a non-budgeted agency that relies solely on revenues generated from its transportation facilities. Disposition of these revenues is governed by a Trust Agreement between the Authority and its bondholders.

The Authority enhances the State's financial ability to expand its transportation system with state-of-the-art toll facilities that link the major transportation arteries of the East Coast, as well as throughout the state of Maryland. Tolls are the most precise mechanism to fund transportation facilities. They directly link costs with revenues and user benefits with user fees. Toll financing provides dedicated revenues to ensure adequate operation and maintenance of toll facilities.

The Authority's projects and services are funded through tolls paid by the customers who use the agency's facilities, other user revenues and the proceeds from toll revenue bonds issued by the Authority. The State enjoys a unique benefit by having all of Maryland's toll facilities operated by one agency. Toll revenues are pooled to cover financing, construction, operating, maintenance and law-enforcement costs, thus providing the strongest possible security for financing transportation-improvement projects. In addition to its own toll facilities, the Authority provides conduit financing for revenue producing transportation capital projects such as parking garages and the new rental car facility at BWI Thurgood Marshall Airport. (Please see the Authority website at http://www.mdta.state.md.us)

The Authority's Finance Division plays an important role in financing transportation investments in the State of Maryland. Finance is responsible both for the overall financial management of the Authority's operations as well as the Authority's services as a financing conduit for other Maryland transportation agencies.

These include not only the direct investments of the Authority but also conduit financings carried out on behalf of other entities (i.e., the Maryland Aviation Administration, Maryland Port Administration, and parking facilities supporting Washington Metropolitan Area Transit Authority investments).

The primary functions performed in Finance include:

- Accounting services, including activities related to the processing and management of accounts payable and accounts receivable as well as payroll accounting
- Treasury activities, including investment management, cash management, and bank reconciliation functions

- Development and management of the Operating Budget
- Preparation of the Authority's financial reports
- Processing, reconciliation, and audit of cash and electronic toll collections
- Debt issuance and management

2.1.3 Technical Environment at the Authority

The Authority's technical environment includes a mix of Novell (being phased out) and Microsoft network systems running on HP/Compaq Proliant Servers supporting windows-based operating systems (Windows 2000/2003 Server, Windows 2000/XP Professional); related software and peripherals associated with computer networks and stand-alone systems; Microsoft SQL Server 2000/2005, and /or Oracle 8i/9i/10g databases; Outlook/Exchange 2003 email system; and Microsoft Dynamics SL 6.5, Business Portal 3.0, Microsoft Business Solutions Analytics FRx 6.7 and Crystal Reports 10.

2.1.4 Project Background

The Authority has relied on Contractor Technical Support Services for the past 13 years to maintain, upgrade and enhance its financial management software, Microsoft Dynamics SL (Solomon); and to provide user support and training on Solomon features and functions. In the past, this support primarily has been general technical support for Solomon and user training and assistance.

Additional functionality has been added over time to Solomon. Presently, The Authority's Solomon is running under version 6.5 and contains the following:

Accounts Payable
Accounts Receivable
Application Server
Business Portal
Business Portal Employee Users
Customization Manager
FRx Drill Down Viewer
FRx Launcher
FRx Professional
FRx Report Server
FRx Web
General Ledger
Inventory
MS SQL2000 English Standard Runtime
Multi-Company
Object Model
Purchasing
Seagate Crystal Reports
Solomon IV – Premier 3-24
System Manager
Visual Basic for Applications

Additional third-party Commercial off the Shelf (COTS) software has also been added to Solomon:

NexVue Development Corporation's Key Change utility
NexVue Development Corporation's Multi-Remit utility
Sandler*Kahne Software's eBanking Suite for Microsoft Dynamics SL

The Authority has grown in recent years and its financial responsibilities have increased. With those additional responsibilities, the need for efficient and effective financial processes and technical tools has increased. At the present time, multiple tasks have been undertaken to enhance the capabilities of Solomon to provide electronic capabilities to support these functions.

2.2 TO CONTRACTOR AND PERSONNEL MINIMUM QUALIFICATIONS AND CERTIFICATIONS

The following minimum qualifications are mandatory.

2.2.1 TO Contractor Minimum Qualifications

The TO Contractor must be a Microsoft Gold Certified Partner for Microsoft Business Solutions (Microsoft Dynamics), and have at least two dedicated, full-time employees who are current Microsoft Certified Professionals (MCPs).

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 as described herein. The TO Contractor shall demonstrate, in its proposal, that it possesses such expertise in-house or has fostered strategic alliances with other contractors for providing such services.

2.2.2 TO Contractor Staff - Minimum Qualifications

All TO Contractor staff assigned to the Authority must have, at a minimum, the following education, experience and expertise:

a) Bachelor's degree from an accredited college or university in Computer Information Technology, Management Information Systems, Computer Science or other information technology-related field to include specific course work in database management systems.

b) At least three years experience as a systems administrator for Microsoft Dynamics SL (Solomon) software

c) At least three years experience generating reports with Microsoft FRx report writer software including FRx Web and Report Server

d) At least three years experience integrating Solomon with Microsoft Business Portal

e) At least three years experience generating reports with Business Objects Crystal Reports

f) At least three years experience creating SQL statements and running scripts from Microsoft SQL Query Analyzer

g) Certification as a Microsoft Certified Professional (MCP)

2.2.3 TO Contractor Desired Qualifications

a) Experienced in assigning and tracking user permissions and rights within Microsoft Dynamics SL (Solomon) software based on work objectives and position authorization

b) Experience with administration and configuration of Microsoft Dynamics SL and Business Portal modules

c) Experience enhancing Solomon in similar environments with ad-on software products

d) Knowledge of third-party add-on software designed to integrate with Solomon

e) Experience integrating Microsoft Dynamics SL (Solomon) software with other applications

f) Knowledge of the principles and practices of designing, developing, implementing, maintaining and controlling data base management systems for multipurpose, multi-tasking computers

g) Knowledge of data base management systems, software and tools

h) Knowledge of third generation and other generally accepted computer programming languages

i) Knowledge of operating system and data communications software

j) Knowledge of the functions and capabilities of multipurpose, multi-tasking computer systems and data communications networks

k) Skill in implementing, controlling and evaluating data base management systems

l) Expertise in database consolidation

m) Skill in documenting new and revised data base management systems procedures and standards

n) Skill in using diagnostic and performance tools and other software products to maintain established standards for data base management systems

o) Skill in applying inductive and deductive reasoning to reach logical solutions to data base problems

p) Ability to communicate effectively and to establish and maintain effective working relationships with systems users, vendors, computer operations personnel, programmer analysts and technical support specialists.

q) Ability to train users on Solomon features and functions and to enhance the user experience with Solomon solutions to business problems.

Please note that experience in accounting, as well as IT, is considered a plus, although not a requirement.

2.3 TASKS TO BE COMPLETED BY TO CONTRACTOR PERSONNEL

The TO contractor personnel will be expected, at a minimum, to perform the following tasks:

a) Administer and configure Microsoft Dynamics SL Software; Microsoft Dynamics Business Portal software; Microsoft FRx report writer software including FRx Web and Report Server; Business Objects Crystal Reports

b) Assign and track user permissions and rights within Microsoft Dynamics SL (Solomon) software based on work objectives and position authorization

c) Create SQL statements and run scripts from Microsoft SQL Query Analyzer

d) Diagnose and successfully resolve Solomon system errors; software malfunctions; or anomalies according to industry standard best practices

e) Document all system modifications or changes that may be performed by the TO Contractor with sufficient detail and methodology to meet industry best practice standards

f) Perform as the Solomon Subject Matter Export (SME) in all tasks required to Integrate/Interface Microsoft Dynamics SL (Solomon) software with other Authority or external or new applications

g) Maintain a log of all requests for assistance, and assigned tasks using the Activities Log form in Attachment 9 to this document

h) Provide the TO Manager with a written monthly status report, no later than the seventh business day of each month, one for each task assigned to the TO Contractor that the TO Manager determines requires a monthly status report, using the Contractor Status Report form in Attachment 10 to this document

i) Acknowledge any request for assistance in writing to the Requestor and the TO Manager within two business hours of the time the request was made

j) Provide the TO Manager with a written estimate of the duration and cost of a task within two business days of a request

k) Maintain daily phone or email contact with the TO Manager to apprise of status of any task

l) Train up to ten end users at a time on any customization or enhancement the contractor shall make to the software's features and functions.

m) Other tasks as may be assigned by the TO Manager.

2.4 WORK HOURS

- The TO Contractor's assigned personnel must be available to work an eight hour day, on site or off site, during normal authority business hours (7:30 AM to 5:30 PM)
- Services may also involve some evening and/or weekend hours performing planned system upgrades, in addition to the core business hours. Any time worked performing after hour's work must be billed based on the actual time worked at the Task Order approved labor rates.
- Should assigned TO Contractor personnel be unavailable for work due to any reason (illness, vacation, etc.) the TO Contractor shall provide substitute personnel with comparable experience and qualifications who are capable of performing the assigned tasks at the same level of performance, in accordance with the substitution of personnel requirements in the Master contract, and as referenced in Section 2.7.2 Substitution of Personnel of this document.
- For purposes of estimating, assume that an individual would perform 2000 hours of work over the course of one year.
- After hours telephone support, with the ability to remote into the Authority's Solomon system in conformance with Authority security practices and policies is desired.

2.5 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.

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

A) Be presented in a format appropriate for the subject matter and depth of discussion.

B) Be organized in a manner that presents a logical flow of the deliverable's content.

C) Represent factual information reasonably expected to have been known at the time of submittal.

D) Present information that is relevant to the Section of the deliverable being discussed.

E) Represent a significant level of completeness towards the associated final written deliverable that supports a concise final deliverable acceptance process.

Upon 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.

ID	Deliverables for 2.3	Expected Completion:
2.5.1	Administer and configure Microsoft Dynamics SL Software; Microsoft Dynamics Business Portal software; Microsoft FRx report writer software including FRx Web and Report Server; Business Objects Crystal Reports	Ongoing throughout the term of the Task Order
2.5.2	Assign and track user permissions and rights within Microsoft Dynamics SL (Solomon) software based on work objectives and position authorization	Ongoing throughout the term of the Task Order
2.5.3	Diagnose and successfully resolve Solomon system errors; software malfunctions; or anomalies according to industry standard best practices	Ongoing throughout the term of the Task Order
2.5.4	Document all system modifications or changes that may be performed by the TO Contractor with sufficient detail and methodology to meet industry best practice standards	Ongoing throughout the term of the Task Order
2.5.5	Perform as the Solomon Subject Matter Export (SME) in all tasks required to Integrate/Interface Microsoft Dynamics SL (Solomon) software with other Authority or external or new applications	Ongoing throughout the term of the Task Order
2.5.6	Maintain a log of all requests for assistance, and assigned tasks using the Activities Log form in Attachment 9 to this document	Daily
2.5.7	Provide the TO Manager with a written monthly status report, no later than the seventh business day of each	Monthly, no later than the seventh business day of every month

	month, one for each task assigned to the TO Contractor that the TO Manager determines requires a monthly status report, using the Contractor Status Report form in Attachment 10 to this document	
2.5.8	Acknowledge any request for assistance in writing to the Requestor and the TO Manager within two business hours of the time the request was made	Within two business hours of the time the request was made
2.5.9	Provide the TO Manager with a written estimate of the duration and cost of a task within two business days of a request	Within two business days of the time the request was made
2.5.10	Maintain daily phone or email contact with the TO Manager to apprise of status of any task	Daily
2.5.11	Train users on Solomon software features and functions	Ongoing throughout the term of the Task Order
2.5.11	Other tasks as may be assigned by the TO Manager.	Delivery as defined within the request

2.5.1 Personnel

The TO Contractor shall be responsible for providing the personnel required in this TORFP on a continual basis for all assigned tasks, within the timeframe required as specified by the TO Manager.

The TO Contractor will be responsible for providing office space for the personnel proposed in the TO.

The TO Contractor will be responsible for providing all computer equipment for personnel proposed in the TO.

The TO Contractor and personnel will be required to remote in to the Authority using established Authority security standards as described below in this section; all TO Contractor employees who remote in to the Authority will be given the remote access policy and must comply as described below in this section.

At the present time, *and these specifications are subject to change*, the Authority will provide the contractor with an RSA token, Cisco VPN client software, and instructions for connecting via the VPN. The contractor will need to provide the following to support the VPN connection:

A computer that meets all of the following *minimum* requirements:

- One of the following operating systems with the latest security patches installed:
  - Windows 2000
  - Windows XP
- A firewall:
  - Windows XP users should use the XP firewall (software)
  - Users with any other operating system should use a Linksys router (hardware)
- One of the following antivirus software packages:
  - Norton Antivirus
  - MacAfee Virus Scan
- The antivirus software has the latest virus definition file installed
- Internet access (high speed)

Microsoft Office Professional Suite 2003, the Microsoft Outlook 2003 client, and Microsoft Dynamics SL will be available to the contractor via remote access.

Microsoft Outlook Web Access will be available to the contractor via the Internet without use of an RSA token.

The TO Contractor personnel will be expected to perform duties remotely from the contractor's worksite, as well as on-site at the Agency site, 300 Authority Drive, Dundalk, MD or 2400 Broening Highway, Baltimore, MD or at other Authority facilities, to meet with Authority staff as needed in order to complete the tasks that they've been assigned. Tasks that require the contractor to work at an Authority facility will be coordinated with the TO Manager.

Assignments will be given and reviewed by the TO Manager.

The position does involve travel between the TO Contractor's office and the Authority. TO Personnel must have valid driver's license and their own transportation.

2.5.2 Reports

2.5.2.1 Monthly Written Progress/Status Report

The TO Contractor and the TO Manager and Agency representative shall conduct in-person or via monthly telephone progress meetings (on the third Wednesday of each month, at a mutually agreeable time).

A monthly progress/status report shall be sent in MS Word via email to the TO Manager on the second Wednesday of each month, no later than by Noon, and shall contain, at a minimum, the following information:

- TO Requesting Agency name, TO Agreement number, functional area name and number, reporting period and "Progress and Status Report" to be included in the e-mail subject line.
- Work accomplished during the approximately two-week period of the report.
- Deliverable progress, as a percentage of completion.
- Problem areas, including scope creep or deviation from the work plan.
- Planned activities for the next reporting period.
- Gantt chart updated from the original to show actual progress; as applicable, explanations for variances and plan for completion on schedule.
- An accounting report for the current reporting period and a cumulative summary of the totals for both the current and previous reporting periods. The accounting report shall include amounts invoiced-to-date and paid-to-date and amount invoiced in this reporting period.

The attached Contractor Status Report (Attachment 10) template shall be used to communicate this information in writing via email to the TO Manager.

2.5.2.2 Weekly Written Status Report

By Monday, 12:00pm (Noon) of each week, the TO Contractor shall be responsible for compiling and submitting to the TO Manager via email a one-page status report (in MS Word format, template to be provided) for the prior work week that summarizes the following:

- Top Three Priorities
- Actual Tasks & Accomplishments for the reporting period
- Planned Tasks & Accomplishments for the next reporting period
- Exceptions to Previously Planned vs. Actual for last reporting period
- Hours worked (start & end times, and total time worked each day) by TO Contractor.

2.5.2.3 Daily Phone and or Email Status

The TO Contractor shall communicate daily, via phone and or email, to the TO Manager, keeping the TO Manager informed of the status of each task, and any open issues. The TO Contractor shall be available via phone and or email to receive and respond to requests and or feedback from the TO Manager during normal business hours.

2.5.3 System Documentation

As a matter of normal work process the TO Contractor and staff shall be required to produce and deliver to the TO Manager detailed documentation of any changes, improvements, enhancements, and customization to Solomon that may be performed or managed by the TO Contractor. Such documentation shall be in Microsoft Word format and include all information necessary to meet industry standard best practices for systems documentation.

This documentation shall be delivered to the TO Manager, in the prescribed format, within two calendar weeks of the completion of any changes, improvements, enhancements and customization.

2.5.4 Tasks

The TO Contractor shall be responsible for the successful completion of all tasks, either as described in Section 2.3 Tasks To Be Completed By TO Contractor Personnel above, or as may be assigned by the TO Manager.

2.6 REQUIRED POLICIES, GUIDELINES, 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 - keyword: SDLC.

B) The State Information Technology Security Policy and Standards at: www.dbm.maryland.gov - keyword: Security Policy.

C) The State Information Technology Project Oversight at: www.dbm.maryland.gov - keyword: IT Project Oversight.

D) The State of Maryland Enterprise Architecture at 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.

2.7. PERFORMANCE CRITERIA

2.7.1 Non Performance of Personnel

In the event that the Authority is dissatisfied with the TO Contractor's personnel for not performing to the standards specified in this TORFP, the TO Contractor personnel may be removed at the TO Manager's discretion. Replacement personnel must be approved by the TO Manager and 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.

2.7.2 Substitution of Personnel

The TO Contractor shall propose only staff who are 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.

2.7.3 Professional Development

Technology and software products continuously change. The TO Contractor must ensure continuing education opportunities for the personnel provided. The time allocated to these continuing education activities for staff deployed to MdTA may not be charged to this task order. Actual course costs are also the responsibility of the TO Contractor.

2.8 INVOICING

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

2.8.1 Invoice Frequency

Invoices shall be submitted monthly on or before the 15th day of the month. Invoices will reflect costs for hours worked indicated in the accompanying weekly status reports (See Section 2.5.2. reports, above). Upon verification and acceptance of the invoices by the TO Manager, payment will be made to the TO Contractor

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

Payment will only be made upon the Authority's acceptance of the work product produced under this TORFP.

2.8.2 Invoice Submission Procedure

This procedure consists of the following requirements and steps:

A) The invoice shall identify Maryland Transportation Authority, Division of Finance as the TO Requesting Agency; contain a deliverable description, associated TO Agreement number, date of invoice, period of performance covered by the invoice, appropriate Division of Finance account and sub-account numbers, and a TO Contractor point of contact with telephone number.

B) The invoice shall have attached sufficient detail to identify daily hours spent by individual person, on each individual task or project, such that aggregate reports over time may be maintained.

C) The TO Contractor shall send an original of each invoice and supporting documentation (itemized billing reference for employees and any subcontractor and detail of work hours) submitted for payment to the Maryland Transportation Authority, Division of Finance at the following address:

Joyce Diepold
Director General Accounting
300Authority Drive
Dundalk, MD 21222

AND

Send via email a PDF document containing all required information noted above to the TO Manager at

dsummerville@mdta.state.md.us

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

2.9 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 TO Manager shall negotiate an n acceptable price modification based on the TO Contractor's proposed rates and scope of the work change. No scope of work modifications shall be performed until a change order is approved by the TO Manager and DBM and executed by the TO Procurement Officer.

2.10 SECURITY AND CONFIDENTIALITY

The Contractor shall adhere to and ensure compliance with the State of Maryland and the Maryland Transportation Authority's Information Technology Security Policies and Standards. These policies may be revised from time to time and the Contractor shall comply with all such revisions. A copy of the most recent document can be found on the Maryland Department of Budget and Management's web page at www.dbm.maryland.gov under Technology. The Contractor personnel will be required to sign the MDOT Security Advisory, The Authority Non-disclosure agreement, and abide by The Authority Internet and e-mail Use Policy. Additionally, if the contractor requires third party connectivity to the MDOT Network, the Contractor will be required to sign the MDOT Terms and Conditions for Third Party Remote Access.

Information and information technology systems are essential assets of the State of Maryland. They are vital to the citizens of the State. Information assets are critical to the services that agencies provide to citizens, businesses, educational institutions, as well as, to local and federal government entities and to other State agencies. All information created with State resources for State operations is the property of the State of Maryland. All agencies, employees, and contractors of the State are responsible for protecting information from unauthorized access, modification, disclosure and destruction.

All employees, contractors, and contract personnel are responsible for:

- Being aware of their responsibilities for protecting IT assets of the State
- Exercising due diligence in carrying out the IT Security Policy
- Being accountable for their actions relating to their use of all IT Systems
- Using IT resources only for intended purposes as defined by policies, laws and regulations of the State.

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 submitted electronically from the CATS website.

3.2 FORMAT

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

3.2.1 The Technical Portion of the TO Proposal Shall Include

A) Proposed Services – Work Plan

1) Requirements: A detailed discussion of the Master Contractor's understanding of the work; and the Master Contractor's capabilities, approach and solution to address the requirements outlined in Section 2 Scope of Work.

2) Assumptions: A description of any assumptions formed by the Master Contractor in developing the Technical Proposal.

3) Acceptance Criteria: A statement acknowledging the Master Contractor's understanding of the acceptance criteria.

4) To be considered responsive, the proposal must address all issues addressed in this TORFP.

5) To be considered responsive, the proposal response must be organized and presented in the same order as this TORFP, acknowledging or responding to every section of this TORFP, in the same numbered sequence.

B) Proposed Personnel

1) Identify and provide resumes for all proposed personnel by labor category. The resume should highlight the proposed personnel's applicable responsibilities and accomplishments as they relate to the requirements of this TORFP

2) Certification that all proposed personnel meet the minimum required qualifications and possess the required certifications in accordance to Section 2.2 TO Contractor and Personnel Minimum Qualifications and Certifications

3) Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under this TO Agreement.

4) Complete and provide Attachment 5 – Labor Classification Personnel Resume Summary.

C) Subcontractors

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

D) Master Contractor and Subcontractor Experience and Capabilities

1) Provide three examples of work that the proposed personnel 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, to be provided in the proposal, complete with the following:

A) Name of organization.

B) Name, title, and telephone number of point-of-contact for the reference.

C) Type and duration of contract(s) supporting the reference.

D) The services provided scope of the contract and performance objectives satisfied as they relate to the scope of this TORFP.

E) Whether the Master Contractor is still providing these services and, if not, an explanation of why it is no longer providing the services to the client organization.

2) State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any government entity of the State of Maryland. For each identified contract, the Master Contractor shall provide:

A) The State contracting entity,

B) A brief description of the services/goods provided,

C) The dollar value of the contract,

D) The term of the contract,

E) Whether the contract was terminated prior to the specified original contract termination date,

F) Whether any available renewal option was not exercised,

G) The State employee contact person (name, title, telephone number and e-mail address).

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

E) Proposed Facility

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

F) State Assistance

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

G) Confidentiality

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

3.2.2 The Financial Response of the TO Proposal Shall Include

A) A description of any assumptions on which the Master Contractor's Financial Proposal is based;

B) Attachment 1 – Completed Price Proposal including:

- Hourly rate for proposed personnel
- Hourly rate, if any, for account or project management

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

SECTION 4 - PROCEDURE FOR AWARDING A TASK ORDER AGREEMENT

4.1 EVALUATION CRITERIA

The TO Contractor will be selected from among all eligible Master Contractors within the appropriate functional area responding to the CATS TORFP. In making the TO Agreement award determination, the TO Requesting Agency will consider all information submitted in accordance with Section 3 Task Order Proposal Format and Submission Requirements.

4.2 TECHNICAL CRITERIA

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

- Experience of the TO Contractor's proposed personnel performing the duties and responsibilities required in Section 2.3 Tasks to be Completed by TO Contractor Personnel.
- The TO Contractor's understanding of the work to be accomplished
- TO Contractor experience providing business process advice and user support
- TO Contractor customer (current and former) satisfaction based on Authority interview
- TO Contractor's ability to meet Authority's training requirements for staff

4.3 SELECTION PROCEDURES

A. Proposed personnel will be assessed for compliance with the minimum qualifications in Section 2.2.1 TO Contractor Minimum Qualifications of the TORFP. Master Contractor's proposed personnel who fail to meet the minimum qualifications will be disqualified and their proposals eliminated from further consideration.

B. TO Proposals deemed technically qualified will have their financial proposal considered. All others will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.

C. The State will require interviews with all qualified personnel proposed by each of the qualified Master Contractors. In order to ensure as timely an evaluation process as possible, the State will begin conducting interviews 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.

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

E. The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment. In making this selection, technical merit 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, Non Disclosure Agreement and by a Notice to Proceed authorized by the TO Procurement Officer.

ATTACHMENT 1 – PRICE PROPOSAL

PRICE PROPOSAL (TIME AND MATERIAL) FOR CATS TORFP # J01P7200042

LABOR CATEGORIES

Labor Categories	A	B	C
	Hourly Labor Rate	Total Class Hours	Total Proposed CATS TORFP Price
Insert name of proposed resource and labor category	$		$
Technical Support Year 1	$	2080	$
Account/Project Management	$	500	$
	$		$
Technical Support Year 2	$	2080	$
Account/Project Management	$	500	$
	$		$
Technical Support Year 3	$	2080	$
Account/Project Management	$	500	$
	$		$
	$		$
	$		$
	$		$
	$		$
	$		$
	$		$
Total			$

Authorized Individual Name

Company Name

Title

Company Tax ID #

The Hourly Labor Rate is the actual rate the State will pay for services and must be recorded in dollars and cents. The Hourly Labor Rate cannot exceed the Master Contract Rate, but may be lower.

SUBMIT AS A .PDF FILE WITH THE FINANCIAL RESPONSE

ATTACHMENT 2 – TASK ORDER AGREEMENT

CATS TORFP# J01P7200042 OF MASTER CONTRACT #050R5800338

This Task Order Agreement ("TO Agreement") is made this day of Month, 200X by and between Task Order Contractor (TO Contractor) and the STATE OF MARYLAND, Maryland Transportation Authority, Division of Finance.

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

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
    a. "Agency" means the Maryland Transportation Authority, Division of Finance, as identified in the CATS TORFP # J01P7200042.
    b. "CATS TORFP" means the Task Order Request for Proposals # J01P7200042, 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 Maryland Transportation Authority, Division of Finance, 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 Scope of Work 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 two years with an option to renew for another year, commencing on the date of Notice to Proceed and terminating on Month Day, Year.

4. Consideration and Payment

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

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

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

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

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

TO Contractor Name

_____ _____

By: Type or Print TO Contractor POC Date

Witness: _____

STATE OF MARYLAND, Maryland Transportation Authority, Division of Finance,

_____ _____

By: insert name, TO Procurement Officer Date

Witness: _____

ATTACHMENT 3 – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

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

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

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

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

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

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

Date:_____ By:_____

(Authorized Representative and Affiant)

SUBMIT AS A PDF FILE WITH TO RESPONSE

ATTACHMENT 4 – 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. This summary is required at the time of the interview.

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

4. Each form also includes examples of duties to perform. The proposed person must be able to fulfill those duties.

5. For each subject matter expert, the State will identify the particular area of expertise and the Master Contractor shall provide proof the individual has qualifications within that area of expertise.

6. Additional information may be attached to each Labor Category Personnel Resume Summary that may assist a full and complete understanding of the individual being proposed.

ATTACHMENT 4 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY (CONTINUED)

Proposed Individual's Name/Company:	How does the proposed individual meet each requirement?
LABOR CLASSIFICATION TITLE – (INSERT LABOR CATEGORY NAME)	
Education: (Insert the education description from the CATS RFP from Section 2.12 for the applicable labor category, as well as Section 2.2. of this TORFP.)	
Experience: (Insert the experience description from the CATS RFP from Section 2.12 for the applicable labor category, as well as Section 2.2 of this TORFP .)	
Duties: (Insert the duties description from the CATS RFP from Section 2.12 for the applicable labor category, as well as Section 2.3 of this TORFP.)	

The information provided on this form for this labor class is true and correct to the best of my knowledge:

Contractor's Contract Administrator:

_____ _____

Signature Date

Proposed Individual:

_____ _____

Signature Date

ATTACHMENT 5 – DIRECTIONS TO THE PRE-TO PROPOSAL CONFERENCE

Driving Directions for MDOT Headquarters
7201 Corporate Center Dr.
Hanover, Md. 21076
Harry Hughes Conference Room

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

Baltimore:

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

ATTACHMENT 6 – NON-DISCLOSURE AGREEMENT (OFFEROR)

This Non- Disclosure Agreement (the "Agreement") is made this ___ day of _____ 200_, by and between _____ (hereinafter referred to as "the OFFEROR ") and the State of Maryland (hereinafter referred to as " the State").
OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS TORFP # J01P7200042 for User Support for Dynamic SL (Solomon) Software. 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 Dorothea Summerville, Maryland Transportation Authority on or before the due date for Proposals.

4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR'S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.

5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.

6. This Agreement shall be governed by the laws of the State of Maryland.

7. OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than $20,000 and/or imprisonment not exceeding 5 years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.

8. The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

OFFEROR: _____ BY: _____
NAME: _____ TITLE: _____
ADDRESS:_____
SUBMIT AS REQUIRED IN SECTION 1.6 OF THE TORFP
26

ATTACHMENT 7 – NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

THIS NON-DISCLOSURE AGREEMENT ("Agreement") is made as of this ___ day of _____, 200__, by and between the State of Maryland ("the State"), acting by and through its Maryland Transportation Authority (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 Technical Support for Dynamic SL (Solomon) MS Software TORFP No. J01P7200042 dated _____, (the "TORFP) issued under the Consulting and Technical Services procurement issued by the Department, Project Number 050R5800338; and

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

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

1. Confidential Information means any and all information provided by or made available by the State to the TO Contractor in connection with the TO Agreement, regardless of the form, format, or media on or in which the Confidential Information is provided and regardless of whether any such Confidential Information is marked as such. Confidential Information includes, by way of example only, information that the TO Contractor views, takes notes from, copies (if the State agrees in writing to permit copying), possesses or is otherwise provided access to and use of by the State in relation to the TO Agreement.

2. TO Contractor shall not, without the State's prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information provided by the State except for the sole and exclusive purpose of performing under the TO Agreement. TO Contractor shall limit access to the Confidential Information to the TO Contractor's Personnel who have a demonstrable need to know such Confidential Information in order to perform under the TO Agreement and who have agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information. The names of the TO Contractor's Personnel are attached hereto and made a part hereof as Exhibit A. Each individual whose name appears on Exhibit A shall execute a copy of this Agreement and thereby be subject to the terms and conditions of this Agreement to the same extent as the TO Contractor. TO Contractor shall update Exhibit A by adding additional names as needed, from time to time.

3. If the TO Contractor intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the TO Contractor's performance of the TORFP or who will otherwise have a role in performing any aspect of the TORFP, the TO Contractor shall first obtain the written consent of the State to any such dissemination. The State may grant, deny, or condition any such consent, as it may deem appropriate in its sole and absolute subjective discretion.

4. TO Contractor hereby agrees to hold the Confidential Information in trust and in strictest confidence, to adopt or establish operating procedures and physical security measures, and to take all other measures necessary to protect the Confidential Information from inadvertent release or disclosure to unauthorized third parties and to prevent all or any portion of the Confidential Information from falling into the public domain or into the possession of persons not bound to maintain the confidentiality of the Confidential Information.

5. TO Contractor shall promptly advise the State in writing if it learns of any unauthorized use, misappropriation, or disclosure of the Confidential Information by any of the TO Contractor's Personnel or the TO Contractor's former Personnel. TO Contractor shall, at its own expense, cooperate with the State in seeking injunctive or other equitable relief against any such person(s).

6. TO Contractor shall, at its own expense, return to the Department, all copies of the Confidential Information in its care, custody, control or possession upon request of the Department or on termination of the TO Agreement.

7. A breach of this Agreement by the TO Contractor or by the TO Contractor's Personnel shall constitute a breach of the TO Agreement between the TO Contractor and the State.

8. TO Contractor acknowledges that any failure by the TO Contractor or the TO Contractor's Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the TO Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The TO Contractor consents to personal jurisdiction in the Maryland State Courts. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages from the TO Contractor and the TO Contractor's Personnel for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the TO Contractor or any of the TO Contractor's Personnel to comply with the requirements of this Agreement, the TO Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.

9. TO Contractor and each of the TO Contractor's Personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement and the TO Contractor shall provide originals of such executed Agreements to the State.

10. The parties further agree that:

a. This Agreement shall be governed by the laws of the State of Maryland;

b. The rights and obligations of the TO Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;

c. The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;

d. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;

e. Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures; and

f. The Recitals are not merely prefatory but are an integral part hereof.

TO Contractor/TO Contractor's Personnel:	**Maryland Transportation Authority:**
Name:_____	Name: _____
Title:_____	Title:_____
Date: _____	Date: _____

EXHIBIT A

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

Printed Name and Address of Employee or Agent	Signature	Date
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

ATTACHMENT 8 – ACTIVITIES LOG

MdTA		**Activities Log**		**Last updated:**		
#	**Request Date**	**Request Description**	**Requester**	**Status**	**Completion Date**	**Comments.**
00001				Pending		
00002				Complete		
00003						
00004						
00005						
00006						
00007						
00008						
00009						
00010						

ATTACHMENT 9 – CONTRACTOR STATUS REPORT FORM

MDTA PROJECT STATUS REPORT

Project:	
Reporting Period:	
Date of Report:	
Prepared by:	

Project Status:

<BRIEF OVERVIEW >

Project Schedule

☐ ON-TIME ☐ Behind Schedule ☐ Ahead of Schedule

Details:

Deliverables COMPLETED this Period

Deliverables		% COMPLETED	PROJECTED COMPLETION DATE	ACTUAL COMPLETION DATE

ACTIVITIES COMPLETED FOR THIS REPORTING PERIOD

Activities	Projected Completion Date

Deliverables PLANNED for next reporting period	
Deliverable	**Projected Completion Date**

ACTIVITIES PLANNED FOR NEXT PERIOD	
Activities	**Projected Completion Date**

ISSUES REQUIRING ATTENTION					
#	**Description**	**Urgency (H/M/L)**	**Decision/Action**	**Responsible**	**Action By Date**
01					
02					
03					
04					
05					
	#s are assigned permanently to one issue				

Costs				
Tasks		**% Completed**	**Projected Cost**	**Actual Cost**

Comments