



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

**Technical Writing / Documentation Resources**

**CATS TORFP PROJECT NUMBER J02P7200013**

**Maryland Department of Transportation  
State Highway Administration**

**ISSUE DATE: January 11, 2007**

## TABLE OF CONTENTS

<b>SECTION 1 - ADMINISTRATIVE INFORMATION .....</b>	<b>5</b>
1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT .....	5
1.2 TO AGREEMENT .....	5
1.3 TO PROPOSAL SUBMISSIONS .....	5
1.4 MARYLAND MARKETPLACE FEE .....	5
1.5 CONFLICT OF INTEREST .....	6
1.6 NON-DISCLOSURE AGREEMENT .....	6
1.7 LIMITATION OF LIABILITY CEILING .....	6
<b>SECTION 2 – SCOPE OF WORK.....</b>	<b>7</b>
2.1 PURPOSE, SHA INFORMATION, AND BACKGROUND .....	7
2.2 PROFESSIONAL DEVELOPMENT .....	7
2.3 TO CONTRACTOR PERSONNEL DUTIES AND RESPONSIBILITIES .....	8
2.4 WORK HOURS .....	8
2.5 DELIVERABLES .....	8
2.6 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES .....	9
2.7 TO CONTRACTOR EXPERTISE REQUIRED .....	9
2.8 TO CONTRACTOR PERSONNEL MINIMUM QUALIFICATIONS AND CERTIFICATIONS .....	9
2.9 PERFORMANCE EVALUATION .....	10
2.10 NON PERFORMANCE OF PERSONNEL .....	10
2.11 SUBSTITUTION OF PERSONNEL .....	10
2.12 INVOICING .....	10
2.13 CHANGE ORDERS .....	11
<b>SECTION 3 - TO PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS .....</b>	<b>12</b>
3.1 REQUIRED RESPONSE .....	12
3.2 FORMAT .....	12
<b>SECTION 4 - PROCEDURE FOR AWARDING A TO AGREEMENT .....</b>	<b>14</b>
4.1 EVALUATION CRITERIA .....	14
4.2 TECHNICAL CRITERIA .....	14
4.3 SELECTION PROCEDURES .....	14
4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT .....	15
<b>ATTACHMENT 1 –PRICE PROPOSAL .....</b>	<b>16</b>
<b>ATTACHMENT 2 – TASK ORDER AGREEMENT .....</b>	<b>17</b>
<b>ATTACHMENT 3 – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE.....</b>	<b>20</b>
<b>ATTACHMENT 4 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY</b>	<b>21</b>
<b>ATTACHMENT 5 – DIRECTIONS TO THE PRE-TO PROPOSAL CONFERENCE .....</b>	<b>25</b>
<b>ATTACHMENT 6 – NON-DISCLOSURE AGREEMENT (OFFEROR).....</b>	<b>26</b>
<b>ATTACHMENT 7 – NON-DISCLOSURE AGREEMENT (TO CONTRACTOR).....</b>	<b>27</b>
<b>ATTACHMENT 8 – PERFORMANCE EVALUATION.....</b>	<b>30</b>
<b>END .....</b>	<b>40</b>

## 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.**

<b>TORFP NAME:</b>	Technical Writing / Documentation Resources
<b>FUNCTIONAL AREA:</b>	FA15 – Documentation/Technical Writing
<b>TORFP ISSUE DATE:</b>	January 11, 2007
<b>Closing Date and Time:</b>	February 5, 2007 at 12:00 PM
<b>TORFP Issuing Office:</b>	Maryland Department of Transportation (MDOT) State Highway Administration (SHA) Office of Information Technology (OIT)
<b>Questions and Proposals are to be sent to:</b>	TO Procurement Officer – Karl Teitt Email Address: <a href="mailto:shaoit@sha.state.md.us">shaoit@sha.state.md.us</a>
<b>Questions must be submitted no later than 10 working days prior to TORFP Closing Date!</b>	MDOT Contracts Manager – Peter Arrey Email Address: <a href="mailto:parrey@mdot.state.md.us">parrey@mdot.state.md.us</a> Telephone Number: (410) 865-1372  MDOT Contracts Administrator – Carl Stein Email Address: <a href="mailto:cstein@mdot.state.md.us">cstein@mdot.state.md.us</a> Telephone Number: (410) 865-1315
<b>TO Procurement Officer:</b>	Karl Teitt Acting Division Chief Systems Development and Maintenance Services, OIT Office Phone: (410) 545-8691 Office FAX: (410) 209-5017
<b>TO Manager:</b>	Karl Teitt Office Phone: (410) 545-8691 FAX: (410) 209-5017
<b>Project Number:</b>	<b>J02P7200013</b>
<b>TO Type:</b>	<b>Time and materials</b>
<b>Period of Performance:</b>	Two years with one 1-year renewal option
<b>MBE Goal:</b>	0%
<b>Small Business Reserve (SBR):</b>	Yes
<b>Primary Place of Performance:</b>	Maryland State Highway Administration, 707 N. Calvert St., Baltimore, MD 21202
<b>State Furnished Work Site and/or Access to</b>	Office Desk Space and networked PC with email and software

<b>Equipment, Facilities or Personnel:</b>	applications
<b>TO Pre-Proposal Conference:</b>	Tuesday, January 23 <sup>rd</sup> , 2007 @ 2:00 pm MDOT Headquarters 7201 Corporate Center Dr. Hanover, Md. 21076 Harry Hughes Conference Room See Attachment 5 for directions

# SECTION 1 - ADMINISTRATIVE INFORMATION

## 1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT

The MDOT Contracts Manager and the TO Procurement Officer have the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement scope issues, and for authorizing any changes to the TO Agreement. See Section 2.13 for information on change orders.

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

## 1.2 TO AGREEMENT

Based upon an evaluation of TO Proposal responses, a Master Contractor will be selected to conduct the work defined in Section 2 Scope of Work. A specific TO Agreement, Attachment 2, 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 and the MDOT Contracts Manager will not accept submissions after the stated date and exact time. The time will be local time as determined by SHA OIT's e-mail system time stamp. The TO Proposal is to be submitted via e-mail as two attachments in MS Word format. **Please note that the MDOT/SHA email system has a 6 mb limit on email transmission.** You may submit your proposal in two or more email submissions, if necessary, as long as you clearly indicate the total number of email submissions to be received. The "subject" line in the e-mail submission shall state the TORFP # **J02P7200013**. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS TORFP # **J02P7200013** Technical". The second file will be the financial response to this CATS TORFP and titled, "CATS TORFP # **J02P7200013** Financial". The proposal documents that must be submitted with a signature, Attachment 3 – Conflict of Interest and Disclosure Affidavit and Attachment 4 – Labor Classification Personnel Resume Summary, must be submitted as .PDF files with signatures clearly visible.

## 1.4 eMARYLANDMARKETPLACE FEE

COMAR 21.02.03.06 requires that each Master Contractor that wins a TO Agreement under this TORFP pay a fee to support the operation of eMarylandMarketplace. The fee will be due on each TO Agreement that exceeds \$25,000. The applicable fee will be based on TO value, including any options. Contractors shall pay the fee as provided by COMAR 21.02.03.06 and in accordance with guidelines issued by the Maryland Department of General Services. A copy of COMAR 21.02.03.06 and the guidelines issued by the Maryland Department of General Services can be found on the eMarylandMarketplace website at [www.eMarylandMarketplace.com](http://www.eMarylandMarketplace.com).

The rate(s) or price(s) of the proposal/bid shall include the appropriate fee as per the COMAR 21.02.06.03 fee schedule. Fees may not be quoted as a separate add-on price. A total TO

Agreement value that is other than an even dollar amount will be rounded to the nearest whole dollar to determine the appropriate fee level. For example, a total TO Agreement value of \$50,000.49 will be rounded to \$50,000 and a Level 1 fee will apply. A total TO Agreement value of \$50,000.50 will be rounded to \$50,001 and a Level 2 fee will apply.

### **1.5 CONFLICT OF INTEREST**

The TO Contractor awarded the TO Agreement shall provide IT consulting services for State agencies or component programs with those agencies, and must do so impartially and without any conflicts of interest. Each Master Contractor shall complete and include a Conflict of Interest Affidavit in the form included as Attachment 3 this TORFP with its TO Proposal. If the TO Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of COMAR 21.05.08.08A, the TO Procurement Officer may reject a Master Contractor's TO Proposal under COMAR 21.06.02.03B.

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

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

Certain system documentation may be available for potential Offerors to review at a reading room at the SHA, 707 N. Calvert Street, Baltimore, Maryland. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement in the form of Attachment 6. 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 in the form of Attachment 7.

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

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

## **SECTION 2 – SCOPE OF WORK**

### **2.1 PURPOSE, SHA INFORMATION, AND BACKGROUND**

#### **2.1.1 PURPOSE**

The Maryland Department of Transportation (MDOT) State Highway Administration (SHA) Office of Information Technology (OIT) is issuing this CATS TORFP to obtain two (2) qualified individuals to provide documentation and technical writing services. These individuals will update existing Information System (IS) documentation and produce new documentation for systems as they are developed or in instances where documentation does not currently exist. Additionally, OIT has a need to document IT processes and workflows to capture role-specific tasks performed on a daily basis by a variety of staff to include: network engineers, database managers, desktop support staff, project managers, highway engineers, and computer operations personnel, along with work that is performed by higher level management staff. Documents produced through this effort may include: backup and recovery procedures, processes in creating a standard desktop image, procedures for the inventory of SHA road- related data and/or capturing detailed steps for procuring hardware and software.

This task order will also allow SHA to expand resources as SHA identifies the need. The request and approval process for these additional future resources will follow the CATS Task Order Change Order Process as identified in Section 2.13

SHA reserves the option to make multiple awards.

#### **2.1.2 PROJECT BACKGROUND**

The SHA Office of Information Technology (OIT) recognizes that Information Systems development and enhancement efforts must be supported fundamentally by detailed and up-to-date technical documentation describing application usage and purpose, system functionality at a user and technical level as well as documentation providing thorough end user navigational direction. This documentation is vital to meet the needs of the business areas, application users and the resources that support and manage these systems. The OIT has a backlog of requests for new system documentation as well as for updates to existing documentation. Individuals selected for this position would work closely with software development systems' project managers, system administrators, end users and developers in order to document critical Information Technology (IT) systems.

SHA OIT also recognizes the need to document a large number of processes and workflows that are performed by various SHA personnel. Proper documentation of these processes and workflows will assist in knowledge transfer, succession planning, employee development, and streamlining daily work efforts where time-consuming or duplicate tasks may be eliminated.

The objective of this Task Order RFP is initially to provide two (2) qualified individuals. One will work with OIT staff at their SHA Headquarters Complex located at 707 N. Calvert St., Baltimore, Maryland. In addition, one (1) qualified individual will work with the Office of Planning and Preliminary Engineering (OPPE) / Highway Information Services Division (HISD), also located at the SHA Headquarters Complex.

### **2.2 PROFESSIONAL DEVELOPMENT**

The personnel provided under this TORFP must possess the ability to analyze, interpret, compose and edit information in order to develop end-user and technical documentation. To

assist with the documentation efforts, tools must be utilized such as Visio, RoboHelp, Adobe Writer and Microsoft Word. The TO Contractor must ensure continuing education opportunities for the Contractor's personnel as new tools or releases of existing documentation tools are deployed. With SHA prior approval, the time allocated to these continuing education activities for staff deployed to SHA on a full-time basis may be charged to this task order. Actual course costs are the responsibility of the TO Contractor.

### **2.3 TO CONTRACTOR PERSONNEL DUTIES AND RESPONSIBILITIES**

At a minimum, the work to be accomplished by the TO Contractor personnel under this TORFP shall consist of the following:

- A) Collect, interpret, analyze and produce changes to existing technical manuals. Some examples of such manuals would be user, system, operations and maintenance.
- B) Assist in obtaining and organizing information to be used in the preparation of new manuals for systems during the project development phase or for those systems which do not have any existing documentation.
- C) Work with OIT and HISD Project Managers, Database Administrators and Application Developers as requested to produce or update additional software development life cycle (SDLC) documentation. Examples of additional documentation produced during an SDLC effort other than user and system documentation include but are not limited to: release notes, installation guides, test plans, test reports and data dictionaries for various Oracle and Microsoft Access databases.
- D) Work with OIT and HISD personnel to define and document daily critical processes and workflows within the various work units of OIT and HISD. Examples of these processes include but are not limited to: Road Inventory, Traffic Monitoring, Backup and Recovery of Servers and Databases, Procurement, System Development and Inventory.
- E) Individuals proposed for this TORFP must become familiar with and adhere to the system development life cycle (SDLC) methodology established by the Department of Budget & Management (DBM), for all major Information System efforts.
- F) Attend internal SHA staff meetings and project meetings as requested.

### **2.4 WORK HOURS**

The TO Contractor's assigned personnel will work an eight-hour day (8:00 am to 4:30pm, to include 30 minute lunch break), Monday through Friday except for State holidays. Any work beyond the given parameters requires prior approval from the SHA TO Manager.

### **2.5 DELIVERABLES**

#### **(a) Personnel**

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

#### **(b) Weekly Status Report**

At the conclusion of each work week, the TO Contractor shall be responsible for compiling and submitting to the TO Manager a status report that summarizes the following:

- Assigned work efforts and status (completed, in progress, on-hold) and issues identified
- Emergency work efforts and issues identified.
- Proposed activities for the upcoming workweek.
- Hours worked by individual TO Contractor personnel.

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

The TO Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting information technology work, 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 SHA SDLC standards. (Available at the SHA Reading Room. Call 410-545-8661 for appointment.)

## **2.7 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.

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

- Individuals proposed for this Task Order must have at least five (5) years experience with Microsoft Word, three (3) years experience with Adobe Writer and three (3) years experience with Microsoft Visio using diagramming features. Experience must reflect where these software tools were utilized in the preparation of technical documentation for IT systems.
- Individuals proposed for this TORFP must have one year (1) experience with RoboHelp or similar tool which creates advanced help systems and documentation for IT systems.
- Individuals proposed for this TORFP must have excellent verbal and written communication skills. Resumes must demonstrate at least five (5) years

experience where these skills were applied working with project managers, customers and/or developers of IT systems.

- The individuals proposed must have experience in creating and updating SDLC documents. Resumes must demonstrate at least three (3) years experience preparing documentation where SDLC methodologies were utilized.

## **2.9 PERFORMANCE EVALUATION**

TO Contractor personnel will be evaluated by the TO Manager on a schedule consistent with evaluations of SHA personnel for assignments performed during that period. The established performance evaluation and standards are included as Attachment 8. 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.

## **2.10 NON PERFORMANCE OF PERSONNEL**

In the event that SHA is dissatisfied with the TO Contractor’s personnel for not performing to the standards specified in Section 2.9, 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.

## **2.11 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.

## **2.12 INVOICING**

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

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

### **2.12.1 INVOICE SUBMISSION PROCEDURE**

This procedure consists of the following requirements and steps:

- A) The invoice shall identify the State Highway Administration as the TO Requesting Agency, work description, associated TO Agreement number, date of invoice, period of performance covered by the invoice, and a TO Contractor point of contact with telephone number.
  
- B) The TO Contractor shall send the original of each invoice and supporting documentation (itemized billing reference for employees including detail of work hours) submitted for payment to the State Highway Administration at the following address:
  - Frank Vasilios
  - Contracts Manager
  - State Highway Administration – MS C-605
  - P.O. Box 717
  - Baltimore, MD 21202-0717
  
- C) Invoices for final payment shall be clearly marked as “FINAL” and submitted when all work requirements have been completed and no further charges are to be incurred under the TO Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO 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, a TO Change Order will be initiated. The TO Contractor and TO 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 a change order is approved by DBM and executed by the MDOT Contracts Manager.

# **SECTION 3 - TO 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 2) a completed Master Contractor Feedback form via the CATS web site.

## **3.2 FORMAT**

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

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

#### **A) Proposed Services**

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

#### **B) Proposed Personnel**

- 1) Identify and provide resumes for all proposed personnel by labor category. The resumes must demonstrate the required level of expertise required under Section 2.3.
- 2) Certification that all proposed personnel meet the minimum required qualifications and possesses the required experience identified in Section 2.8.
- 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 4 – 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) For each resource proposed, provide three examples of work assignments 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 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) State Assistance
  - 1) Provide an estimate of expectation concerning participation by State personnel.
- F) 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. TO 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) Completed Financial Proposal - Attachment 1 including:

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

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

### **4.1 EVALUATION CRITERIA**

The TO Contractor will be selected from among all eligible Master Contractors within the appropriate functional area responding to the CATS 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 2.3.
- The experience required in Section 2.8, of the Master Contractor's proposed personnel.
- The Master Contractor's 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 2.8 of the TORFP. Master Contractors proposing personnel who fail to meet the minimum qualifications will have that resource disqualified from further consideration. However, the Master Contractor's remaining personnel will continue to be further evaluated.

**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 resources from the TO Proposal offer considering technical and financial submission shall be tentatively 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 FOR CATS TORFP # J02P7200013 LABOR CATEGORIES

Labor Categories	A	B	C
	Hourly Labor Rate *	Total Class Hours Annually	Total Proposed CATS TORFP Price
(Insert Proposed Labor Categories for this TORFP)			
<b><u>Year #1:</u></b>			
Technical Writing/Documentation Resource #1 (Resource Name)	\$	2000	\$
Technical Writing/Documentation Resource #2 (Resource Name)	\$	2000	\$
		<b>Total Cost Year 1</b>	\$
<b><u>Year #2:</u></b>			
Technical Writing/Documentation Resource #1 (Resource Name)	\$	2000	\$
Technical Writing/Documentation Resource #2 (Resource Name)	\$	2000	\$
		<b>Total Cost Year 2</b>	\$
<b><u>Year #3 (Optional):</u></b>			
Technical Writing/Documentation Resource #1 (Resource Name)	\$	2000	\$
Technical Writing/Documentation Resource #2 (Resource Name)	\$	2000	\$
		<b>Total Cost Optional Year 3</b>	\$
		<b>Total Task Order Value (Sum of Total Costs Including Optional Years)</b>	\$

---

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 THIS WITH THE FINANCIAL RESPONSE

## ATTACHMENT 2 – Task Order Agreement

CATS TORFP # J02P7200013.  
OF MASTER CONTRACT # 050R5800338

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

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 State Highway Administration, as identified in the CATS TORFP # J02P7200013.
  - b. “CATS TORFP” means the Task Order Request for Proposals # J02P7200013, dated MONTH DAY, YEAR, including any addenda.
  - c. “Master Contract” means the CATS Master Contract between the Maryland Department of Budget and Management and MASTER CONTRACTOR dated December 19, 2005.
  - d. “TO Procurement Officer” means Karl Teitt. 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 State Highway Administration and MASTER 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 Karl Teitt 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, with approval of the MDOT Contracts Manager, 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 (2) years with a one (1) year renewal option, 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 Frank Vasilios, State Highway Administration – MS C-605, P.O. Box 717, Baltimore, MD 21202-0717.

- 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, STATE HIGHWAY ADMINISTRATION, OFFICE OF INFORMATION  
TECHNOLOGY

\_\_\_\_\_  
By: Karl Teitt, 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 THIS WITH THE TECHNICAL RESPONSE

## **ATTACHMENT 4 – Labor Classification Personnel Resume Summary**

### INSTRUCTIONS:

1. Master Contractors must comply with all personnel requirements under the Master Contract RFP 050R5800338 and those Minimum Qualifications and/or Certifications identified in the subject TORFP.
2. Only labor categories proposed in the Master Contractors Technical 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 identified in both the Master Contract and the subject TORFP.

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 including those identified in the subject TORFP. Where there is a time requirement such as 3 months experience, you must provide the dates from and to showing an amount of time that equals or exceeds mandatory time requirement.

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

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

<b>Proposed Individual's Name/Company (Prime or Sub Contractor Name):</b>	<b>How does the proposed individual meet each requirement?</b>
<b>LABOR CLASSIFICATION TITLE – (INSERT LABOR CATEGORY NAME)</b>	
<b>Education:</b> (Insert the education description from the CATS RFP from section 2.12 for the applicable labor category.)	
<b>Experience:</b> (Insert the experience description from the CATS RFP from section 2.12 for the applicable labor category.)	(Must include dates from and to.)
<b>Duties:</b> (Insert the duties description from the CATS RFP from section 2.12 for the applicable labor category.)	
<b>Additional Minimum Qualifications:</b>  <b><u>Compliance with Section 2.8 of this CATS TORFP:</u></b>  <b><u>Microsoft Word:</u></b> TO Contractor personnel proposed for Technical Writing under this TORFP must have at least five (5) years of experience creating IT technical system documents using Microsoft Word.  <b><u>Adobe Writer:</u></b> TO Contractor personnel proposed for Technical Writing under this TORFP must have at least three (3) years of experience creating IT technical system documents using Adobe Writer.	(Must include dates from and to. Must specify a response for each item. If the proposed personnel does not meet the requirement or have the specified experience, you must specify the word "NONE" across from the description. All items must be addressed with a response or the word "NONE". If an item is not addressed the proposed personnel will be disqualified)

**Microsoft Visio:**

TO Contractor personnel proposed for Technical Writing under this TORFP must have at least three (3) years of experience creating IT technical system documents using Microsoft Visio with diagramming features.

**Additional Technical Writing Tools:**

TO Contractor personnel proposed for Technical Writing under this TORFP must have one year (1) experience with RoboHelp or similar tool which creates advanced help systems and documentation for IT systems.

**Excellent Verbal and Written Communication Skills When Collaborating With Management/Developers in an IT Environment:**

At least five (5) years experience where technical writing skills were applied working with project managers, customers and/or developers of IT systems.

**Developing SDLC Documentation:**

At least three (3) years experience preparing documentation where SDLC methodologies were utilized.

**Compliance with Section 2.3 of this CATS TORFP:**

How resources meet duties and responsibility requirements as stated in section 2.3 of the TORFP

- A) Collect, interpret, analyze and record changes to existing technical manuals. Some examples of such manuals would be user, system, operations and maintenance.
- B) Assist in obtaining and organizing information to be used in the preparation of new manuals for systems during the project development phase or for those systems which do not have any existing documentation.
- C) Work with OIT and HISD Project Managers, Database Administrators and Application Developers as requested to produce or update additional software development life cycle (SDLC) documentation. Examples of additional



# 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. 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 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 # J02P7200013 for Technical Writer Services. 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 1.6 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 1.6, 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 Gisela Blades (TO Procurement Officer) Department of Budget and Management on or before the due date for Proposals.
4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR'S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.
5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
6. This Agreement shall be governed by the laws of the State of Maryland.
7. OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than \$20,000 and/or imprisonment not exceeding 5 years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.
8. The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

OFFEROR: \_\_\_\_\_ BY: \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

**SUBMIT AS REQUIRED IN SECTION 1.6 OF THE TORFP**

# ATTACHMENT 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 State Highway Administration (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 Writer Resources, TORFP No. J02P7200013 dated release date for TORFP, (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.

**Contractor/Contractor's Personnel:**

**State Highway Administration:**

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

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

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

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

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

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

**SUBMIT AS REQUIRED IN SECTION 1.6 OF THE TORFP**

**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 – PERFORMANCE EVALUATION

DEPENDABILITY		Far Exceeds	Exceeds	Meets	Below	Far Below	Raw Score
Lateness, Punctuality		5		3	2	1	+
Compliance with TO Manager's Requirements for Pre-Approval of Leave		5		3	2	1	+
Total Raw Score							=
Total Raw Score		10		6 - 5	4 - 3	2	
<b>Rating for Dependability</b>		Far Exceeds	Exceeds	Meets	Below	Far Below	
INITIATIVE		Far Exceeds	Exceeds	Meets	Below	Far Below	Raw Score
Contribution		5	4	3	2	1	+
Advancement in the field		5	4	3	2	1	+
Total Raw Score							=
Total Raw Score		10 - 9	8 - 7	6 - 5	4 - 3	2	
<b>Rating for Initiative</b>		Far Exceeds	Exceeds	Meets	Below	Far Below	
INTERPERSONAL RELATIONSHIPS		Far Exceeds	Exceeds	Meets	Below	Far Below	Raw Score
Customer Service		5	4	3	2	1	+
Communication		5	4	3	2	1	+
Cooperation				3	2	1	+
Tact				3	2	1	+
Adaptability to Change		5	4	3	2	1	+
Total Raw Score							=
Total Raw Score		21 - 20	19 - 17	16 - 13	12 - 8	7 - 5	
<b>Rating for Interpersonal Relationships</b>		Far Exceeds	Exceeds	Meets	Below	Far Below	
WORK HABITS		Far Exceeds	Exceeds	Meets	Below	Far Below	Raw Score
Meeting Target & Timetables		5	4	3	2	1	+
Communication with TO Manager		5	4	3	2	1	+
Use of Time		5	4	3	2	1	+
Organization of Work Environment		5		3	2	1	+
Total Raw Score							=
Total Raw Score		20 - 18	17 - 14	13 - 10	9 - 6	5 - 4	
<b>Rating for Work Habits</b>		Far Exceeds	Exceeds	Meets	Below	Far Below	

Attachment 8 Continued  
Performance Evaluation

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

Attachment 8 Continued  
Performance Evaluation

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

Attachment 8 Continued  
Performance Evaluation

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

Attachment 8 Continued  
Performance Evaluation

<b>INTERPERSONAL RELATIONSHIPS</b>	Evaluation				
	Far Exceeds Standards	Exceeds Standards	Meets Standards	Below Standards	Far Below Standards
Customer Service	Consistently goes beyond the requirements to ensure that customer needs are met; consistently anticipates service needs of customers; consistently provides additional information or aid without request	Frequently goes beyond the requirements to ensure that customer needs are met; frequently anticipates service needs of customers; frequently provides additional information or aid without request	Always courteous and congenial with external and internal customers; provides requested assistance and information to others in a prompt and courteous manner	Marginally courteous; provides requested assistance and information to others in a less than prompt <u>or</u> courteous manner	Occasionally discourteous; occasionally does not provide assistance and information to others in a prompt <u>or</u> courteous manner
Communication	Facilitates clear and effective communication among involved parties; accurately interprets and transmits communications	Communicates clearly and concisely with a high degree of accuracy	Communicates openly; participates in team discussions	Rarely communicates openly; rarely participates in team discussion	Communicates ineffectively and unclearly
Cooperation			Actively cooperates with others to achieve goals of the organization; readily accepts direction from supervisors; supports team leader; develops and maintains cooperative working relationships with team and with others inside and outside the work unit	Reluctantly cooperates with others to achieve goals of the organization; reluctantly accepts direction from supervisors; minimally supports team leader; rarely develops and maintains co-operative working relationships with team <u>or</u> with others inside and outside the work unit	Uncooperative with others to achieve goals of the organization; resistant to direction from supervisors; rarely supports team leader; seldom develops and maintains co-operative working relationships with team <u>or</u> with others inside and outside the work unit

Attachment 8 Continued  
Performance Evaluation

<b>INTERPERSONAL RELATIONSHIPS (Continued)</b>	<b>Evaluation</b>				
	<b>Far Exceeds Standards</b>	<b>Exceeds Standards</b>	<b>Meets Standards</b>	<b>Below Standards</b>	<b>Far Below Standards</b>
<b>Tact</b>			Consistently polite, respectful of others; considers the viewpoints of others; has a positive effect on people	Marginally polite and respectful; reluctantly considers the viewpoint of others	Rude and disrespectful; infrequently considers viewpoint of others; has a negative effect on people
<b>Adaptability To Change</b>	Presents positive outlook on changes and adjustments to work assignments or procedures; always includes suggestions or solutions as part of constructive criticism; motivation and productivity unaffected by unanticipated changes	Readily accepts change and adjustments to work assignments or procedures; usually makes suggestions or solutions as part of constructive criticism; motivation and productivity minimally affected by unanticipated changes	Accepts changes and adjustments to work assignments or procedures; criticizes constructively; cooperative in dealing with unanticipated changes	Does not easily accept changes and adjustments to work assignments or procedures; criticism not always constructive; not generally cooperative in dealing with unanticipated changes	Resistant to changes and adjustments to work; criticisms are not warranted; uncooperative in dealing with unanticipated changes

Attachment 8 Continued  
Performance Evaluation

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

Attachment 8 Continued  
Performance Evaluation

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

Attachment 8 Continued  
Performance Evaluation

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

Attachment 8 Continued  
Performance Evaluation

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

**END**