



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

**Application Software Support and Maintenance for
CVIEW**

CATS II TORFP # J02B0400012

**Maryland Department of Transportation
State Highway Administration**

ISSUE DATE: January 19, 2011

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KEY INFORMATION SUMMARY SHEET

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

TORFP NAME:	Application Software Support and Maintenance for CVIEW
FUNCTIONAL AREA:	Functional Area 8 – Application Service Provider
TORFP ISSUE DATE:	January 19, 2011
Closing Date and Time:	February 10, 2011
TORFP Issuing Office:	State Highway Administration, Office of Traffic and Safety, Motor Carrier Division
Questions and Proposals are to be sent to:	MDOT Senior Procurement Officer – Barbara Ryer Email: bryer@mdot.state.md.us
TO Procurement Officer	Barbara Ryer, Senior Procurement Officer, MDOT Office Phone Number: 410-865-1129 Office FAX Number: 410-865-1388
TO Manager:	Dave Czorapinski, Division Chief, SHA-MCD Office Phone Number: 410-582-5732 Office FAX Number: 410-787-2863
Project Number:	J02B0400012
TO Type:	Fixed price & Time and Materials
Period of Performance:	NTP through May 31, 2014
MBE Goal:	0 percent
Small Business Reserve (SBR):	No
Primary Place of Performance:	State Highway Administration, Motor Carrier Division, 7491 Connelley Drive, Hanover, MD 21076.
State Furnish Work Site and/or Access to Equipment, Facilities or Personnel:	Vendor supplied
TO Pre-Proposal Conference:	State Highway Administration, Motor Carrier Division, 7491 Connelley Drive, Hanover, MD 21076. February 2, 2011 at 10:00 AM See Attachment 6 for directions.

SECTION 1– ADMINISTRATIVE INFORMATION

1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT

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

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 II Master Contract; and, in conjunction with the selected Master Contractor, achieving on budget/on time/on target (e.g., within scope) completion of the Scope of Work.

1.2 TO AGREEMENT

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

1.3 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the stated date and exact time. The time will be local time as determined by SHA-MCD's e-mail system time stamp. The TO Proposal is to be submitted via e-mail as two attachments in MS Word format (MS7 or lower). **Please note that the MDOT email system has an 8 MB limit on email transmission.** The "subject" line in the e-mail submission shall state the TORFP # J02B0400012. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS II TORFP # J02B0400012 Technical". The second file will be the financial response to this CATS II TORFP and titled, "CATS II TORFP # J02B0400012Financial". The following proposal documents must be submitted with required signatures as .PDF files with signatures clearly visible:

- Attachment 1 and Attachment 1A– Price Proposal
- Attachment 4 - Conflict of Interest and Disclosure Affidavit
- Attachment 5 – Labor Classification Personnel Resume Summary
- Attachment 7 - Non Disclosure Agreement (Offeror)
- Attachment 10 – Living Wage Affidavit of Agreement

1.4 ORAL PRESENTATIONS/INTERVIEWS

All Master Contractors 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 TO Manager will notify Master Contractor of the time and place of oral presentations.

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 4 this TORFP with its TO Proposal. If the TO Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of COMAR 21.05.08.08A, the TO Procurement Officer may reject a Master Contractor's TO Proposal under COMAR 21.06.02.03B.

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

1.6 NON-DISCLOSURE AGREEMENT

Certain system documentation may be available for potential Offerors to review at a reading room at State Highway Administration, Motor Carrier Division, 7491 Connelley Drive, Hanover, MD 21076. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement in the form of Attachment 7. Please contact the TO Procurement Officer of this TORFP to schedule an appointment.

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

1.7 LIMITATION OF LIABILITY CEILING

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

1.8 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES

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

Attachment 9 is the TO Contractor Self-Reporting Checklist. DoIT will send initial checklists out to applicable TO Contractors approximately three months after the award date for a TO. The TO Contractor shall complete and return the checklist as instructed on the checklist. Subsequently, at six month intervals from the due date on the initial checklist, the TO Contractor shall update and resend the checklist to DoIT.

SECTION 2 – SCOPE OF WORK

2.1 PURPOSE

The Maryland Department of Transportation, Office of Procurement on behalf of the Maryland State Highway Administration, Motor Carrier Division (SHA-MCD) is issuing this CATS II TORFP to obtain application software support and related services for the Maryland CVIEW (Commercial Vehicle Information Exchange Window) system. In addition, a time and materials cost for up to 500 development and test hours for future CVIEW enhancements utilizing up to five TO contractor resources is also being requested as part of the scope of this contract. Maryland's CVIEW is a product known as PreVIEW, developed and hosted by Affiliated Computer Services Government Solutions, (ACS), a Xerox Company.

2.2 REQUESTING AGENCY INFORMATION

The Maryland State Highway Administration is the State agency responsible for highway safety programs and highway preservation. Intelligent Transportation Systems (ITS) utilize technology to increase roadway safety, reduce motorist delays and air pollution, and improve the overall productivity of commercial vehicle operations. The Motor Carrier Division is tasked with supporting truck and bus safety programs, the hauling permits program, weigh station facilities, Commercial Vehicle Information Systems and Networks (CVISN) and technical support. The CVISN program is coordinating the statewide deployment of specific new ITS capabilities in three areas: 1) Safety Information Exchange; 2) Credentials Administration; 3) Electronic Screening.

CVISN is a nationwide program managed by Federal Motor Carrier Safety Administration (FMCSA) designed to:

- Improve safety and productivity of motor carriers, commercial vehicles and their drivers
- Improve efficiency and effectiveness of commercial vehicle safety programs through targeted enforcement
- Improve commercial vehicle data sharing within states and between states and FMCSA
- Reduce Federal/State and industry regulatory and administrative costs

CVISN Deployment: The program shall advance the technological capability and promote the deployment of intelligent transportation system applications for commercial vehicle operations, including commercial vehicle, commercial driver, and carrier-specific information systems and networks.

2.3 MANAGEMENT ROLES AND RESPONSIBILITIES

The TO Manager, Systems Architect, and SHA assigned engineers shall have the overall responsibility of reviewing and approving or coordinating the agency approvals for all the submitted system and software plans and drawings, development, user, and training manuals, approvals of scheduled and unscheduled maintenance and down time, testing and acceptance of software changes, defects, and enhancements, and ongoing maintenance associated with the installed system. This does not relieve the TO Contractor of their liability to meet the required obligations, and does not relieve the TO Contractor of their liability for errors and omissions associated with the installed system.

The TO Contractor shall be responsible for proposing and performing all the tasks associated with the submitted system and software plans and drawings, development, user, and training manuals, scheduled and unscheduled maintenance and down time, internal testing and acceptance of software changes, defects, and enhancements, and ongoing maintenance associated with the installed system. The TO Contractor shall also be responsible for coordinating the work of any third party value added resellers or subcontractors they choose to partner with to provide the necessary services as detailed under this TO.

2.4 SYSTEM BACKGROUND AND DESCRIPTION

CVIEW is the state's central repository for data related to intrastate and interstate motor carriers, commercial motor vehicles, and in the future commercial vehicle drivers. It does not replace agencies' operational systems (such as vehicle titling and registration); rather it is a collection of data from systems that provides a single source for regulation and enforcement.

The CVIEW supports many aspects of the State's CVISN program. The system supports the timely distribution of safety and credential data to authorized users (The Maryland State Police, The Maryland Transportation Authority, The Comptroller's Office, and other Maryland transportation agencies with a need to know) and delivers data to the State's electronic screening system. CVIEW improves the efficiency and effectiveness of the State's resources by automating the sharing of data between agencies, which was earlier accomplished through manual processes (e.g., phone calls or letters).

CVIEW receives data from a number of Maryland information systems, as well as from the Safety and Fitness Electronic Record (SAFER) system.

- SAFER is the national system operated by FMCSA that stores and makes available motor carrier related data from all US jurisdictions.
- CVIEW is updated with IRP registration data daily.
- CVIEW is updated with MVA intrastate heavy vehicle registration (HVRS) data weekly.
- CVIEW is updated with Maryland International Fuel Tax Agreement (IFTA) data weekly.
- CVIEW is updated with oversize and overweight hauling permit data from the Automated Hauling Permits System (AHPS) near real time.
- CVIEW receives Census data from SAFER weekly. CVIEW receives inspection data from SAFER as soon as it is available.

CVIEW is the primary data source for enforcement personnel responsible for Commercial Motor Vehicle (CMV) screening and inspections. CVIEW is accessible from the Maryland local and wide area networks, as well as wireless data networks via a web based interface and is the source of data for the electronic screening process. Further, CVIEW is the source that Maryland uses to update the SAFER system.

PreVIEW is currently hosted by ACS running on Windows 2008, utilizing an Oracle 10.2 database on an HP DL380 multi-processor server with a front-end load balancer. The software is written using C#.NET 3.5/ASP.NET 2.0.

Presentation/Reporting/Ad Hoc layer:

- Hardware: HP Proliant DL380 G5
- Operating System: Windows Server 2008 Standard SP1Code: C#.NET3.5/ASP .NET 2.0
- Reporting: SQL Server 2008 R2 Report Server

Transactional Database layer:

- Hardware: HP RP 5470
- HP-UX 11.11
- Oracle database 10.2.0.4

Data Warehouse Database layer:

- Hardware: HP Proliant DL380 G5
- Oracle Database 10.2.0.4 installed on RAC Cluster
- Linux 2.6.9

A copy of the PreVIEW Business Area Analysis can be made available upon request to potential qualified TO Contractors that may be interested in submitting a solicitation for this TORFP.

The software needs to work and interface with Maryland State agencies and law enforcement personnel laptops and desktops. These units run Microsoft Windows XP with Internet Explorer 6.0, 7.0 and 8.0 web browsers. Maryland State Police utilize cellular wireless data communication (Cingular and Verizon) on Windows XP laptop computers in mobile enforcement units.

2.5 PROFESSIONAL DEVELOPMENT

Networking technology and software products continuously change. The TO Contractor must ensure continuing education opportunities for their internal personnel providing support and maintenance specific to the system deployed and maintained for SHA-MCD. This education would be associated with the technologies currently utilized for SHA-MCD or anticipated to be implemented for SHA-MCD in the near future for CVIEW. Actual course costs are the responsibility of the TO Contractor.

2.6 REQUIREMENTS

2.6.1 APPLICATION SOFTWARE SUPPORT REQUIREMENTS

The TO Contractor shall provide the following services for the fixed price portion of the contract:

- Migrate (if applicable) and host (or continue to host) the CVIEW application, front end, transactional layer, and back end database and application layers on to an equivalent hardware and network infrastructure as the current TO Contractor. This migration should take place with no service interruptions to current production operation, except a planned, scheduled downtime of no more than two consecutive weekend days to complete the transition.
- Perform all applications software support of the CVIEW system to ensure continuous operation of the system for all users and in such a way that ensures the methodologies and system elements described in Section 2.4 are optimally and reliably used and maintained. The TO Contractor and the SHA TO Manager shall review the TO Contractor Helpdesk Ticket Log on a quarterly basis for any open tickets to ensure that the work of the TO Contractor is not causing CVIEW application problems. The TO Contractor shall document the results of the review in a separate section of the monthly progress report.
- Use the TO Contractor created development, quality assurance, test, and production support test environments for all application software support performed. Follow currently established development, quality assurance, test, and production support test processes unless SHA agrees in writing to a change in these processes. The TO Contractor shall identify, in the monthly progress report, any occurrences in which the test environments or test processes were not used and document the reasons why they could not be used.
- Provide, during the support period, all routine and preventive maintenance services including application component upgrades (installing new updates, upgrades and patches to COTS software, OS infrastructure and CVIEW customized applications software, and testing and training documentation for releases during the support period for the CVIEW system. Other routine maintenance may include changes that will be needed to migrate to newer operating systems on the server infrastructure. Purchase of licenses for any new COTS software releases will be the responsibility of the TO Contractor. If a critical problem occurs that requires any of the SHA technical staff to come in to work outside of the normal workday, some of the TO Contractor's team shall be required to also come in to work outside of the normal workday to support the SHA team. The TO Contractor shall document in the monthly progress report the routine and preventive maintenance services accomplished during the previous month.
- Troubleshoot CVIEW system problems, repair software bugs and maintain the customized CVIEW software application and other system software components for servers, workstations, internal

interfaces, and other interfaces to external systems. All installations of the software applications shall be supported on all clients and workstations that are the property of SHA and other law enforcement agencies. The SHA support team will forward CVIEW problems to a contact person in the TO Contractor's Technical support staff. If a critical problem occurs that requires some of the SHA technical staff to come in to work outside of the normal workday, some of the TO Contractor's team shall be required to also come back into work outside of the normal workday to support the SHA team. The TO Contractor shall document, as a separate section in the monthly progress report, the CVIEW system's corrected problems, repaired software bugs and custom software maintenance services accomplished during the previous month.

- Modify CVIEW software components or make system changes as may be required by State or Federal legislation or other FMCSA initiatives. This could include initiatives such as interfacing the system with a license plate reader for automatic population and query in CVIEW.
- Provide updated user manuals for any new or modified CVIEW functionality that affects daily user operation. The updated manuals should be provided at least 15 business days prior to any approved production changes
- Provide, during normal business work hours (the primary period of support for SHA and local law enforcement is Monday through Friday between 8:00 AM to 5:00 PM Eastern Time), telephone access to TO Contractor software support staff at the TO Contractor support location (except for holiday or approved leave) in order to receive and respond to question and problem requests from designated SHA personnel. Some off-hours response may be needed depending on the critical level of the application support problem. Each member of the TO Contractor's staff will provide to the TO Contractor a telephone number where they can be reached in an emergency situation. The TO Contractor shall develop a Communication Plan with the contact information, present it at the start of the contract and keep it updated throughout the project duration. The selection of the appropriate TO Contractor's person(s) is the responsibility of the TO Contractor's Project Manager.
- The development of any new functionality (any approved CR work) for CVIEW shall conform to and produce the appropriate deliverables identified in the Maryland Department of DoIT System Development Lifecycle (SDLC) methodology.

In addition, the TO contractor shall provide the following services for the T&M portion of the contract:

- 500 development and test hours for future CVIEW enhancements utilizing up to five TO contractor resources. These development and test hours shall include, but are not limited to the following requirements as an example – customized and automated software queries for license plates, with an interface to license plate capture software in XML format, and any additional scope of work deemed necessary by the State in order to support changes made to the FMCSA SAFER application described in Section 2.4, page 8 This scope of work shall include the following labor categories: Software project manager, software development engineer, software test/quality assurance engineer, and software support engineer. The total number of hours for software project management shall not exceed 100 hours out of the 500 hour total allocation.

2.6.2 WORK HOURS

- A) The TO Contractor's assigned personnel will provide support during an eight-hour business day (8:00AM to 5:00PM Eastern Time), Monday through Friday except for State holidays or service reduction days. Once assigned personnel have demonstrated an understanding of the SHA infrastructure, they will be required to provide rotating on-call schedule, providing non-business hours support as part of the TO Contractor's support plan.

B) Services may also involve some evening and/or weekend hours performing planned system upgrades in addition to core business-day hours. These hours will be mutually determined between the TO Contractor and the SHA.

2.6.3 SERVICE LEVEL AGREEMENT FOR SUPPORT MAINTENANCE

Service Levels	Phone Response	Service Response	Response Availability
Urgent	15 minutes	1 hour	7 days/week, 24 hrs a day
High	1 hour	4 hours	7 days/week, 24 hrs a day
Normal	1 hour	1 work day	5 days/week, Mon-Fri, 8AM-5PM

2.6.4 PERFORMANCE PROBLEM MITIGATION

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

2.6.5 SUBSTITUTION OF PERSONNEL

The TO Contractor may not substitute personnel without the prior approval of the agency. All requests for substitutions shall comply with Section 2.9.6 of the CATS II Master Contract. The TO Manager shall have the option to interview the proposed substitute personnel. After the interview, the TO Manager shall notify the TO Contractor of acceptance or denial of the requested substitution.

The TO Manager shall have the option to interview the proposed substitute personnel. After the interview, the TO Manager shall notify the TO Contractor of acceptance or denial of the requested substitution.

2.6.6 BACKUP / DISASTER RECOVERY

The TO Contractor shall perform backups of the CVIEW web, application, and database servers on a regular basis. This shall include daily incremental backups and full weekly backups of all volumes of servers. The TO Contractor shall outline the daily and full weekly backup schedule in their response proposal for this TORFP.

2.6.7 HARDWARE AND SOFTWARE

Any hardware or software needed to meet the TO requirements and used by the TO Contractor shall be procured and acquired by the TO Contractor under other contracts. The TO Contractor is responsible for acquiring any necessary hardware and software used at the TO Contractor's location(s). If the TO Contractor requires application development tools, the TO Contractor is responsible for purchasing and licensing such tools. The agency may provide computers or server space to host application development tools used at the agency.

2.7 DELIVERABLES AND DELIVERY SCHEDULE

Deliverables	Reference Section	Expected completion
Migrate (if applicable) and host (or continue to host) the CVIEW application	2.6.1	October 2011
Provide all application support, ensure continuous operation of CVIEW	2.6.1	NTP to May 31, 2014
Create and maintain development, QA, test and production support environment for CVIEW	2.6.1	NTP to May 31, 2014
Provide all routine and preventative maintenance services for CVIEW, including updates, upgrades, software patches, and backups	2.6.1	NTP to May 31, 2014
Modify and make system changes as dictated by State or FMCSA/VOLPE initiatives	2.6.1	NTP to May 31, 2014
Propose time and materials price for 500 development and test hours (future enhancements to CVIEW)	2.6.1	NTP to May 31, 2014
Provide documentation and updated user manuals as necessary during project support and maintenance lifecycle	2.6.1	NTP to May 31, 2014
Provide monthly activity reports on maintenance and upgrade activity	2.6.1	NTP to May 31, 2014
Provide TO Contractor Support Plan	2.6.2	NTP to May 31, 2014
Provide Backup/Disaster Recovery Plan	2.6.6	NTP to May 31, 2014

2.8 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES

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

- The State’s System Development Life Cycle (SDLC) methodology
- The State Information Technology Security Policy and Standards
- The State of Maryland Enterprise Architecture.

2.9 TO CONTRACTOR PERSONNEL MINIMUM QUALIFICATIONS

The following minimum qualifications are required for application development and support as well as the Time and Materials proposal. A Bachelor’s Degree in Electrical or Electronics Engineering, Computer Science, Computer Engineering or Information Technology is required. A Master’s Degree in the above disciplines is desirable. The Master Contractor’s support staff must demonstrate expertise with prior work history and completed projects in the following technologies. In addition to the above qualifications, the assigned Project Manager must demonstrate at least five years of project management experience in the Microsoft Windows operating system environment.

A) Visual Studio.NET 2003, 2005 programming

- B) Visual C++, C++.Net, C#.Net programming
- C) ASP programming
- D) Event-driven application programming
- E) Windows Application GUI programming
- F) Object- Oriented Analysis and Design
- G) UML diagrams
- H) Windows API and infrastructure programming
- I) Client/Server application programming in the Windows Computing Platform
- J) Oracle 10.x, 11.x and related database administration and support

2.10 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 Master 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.

2.11 INVOICE SUBMISSION

Invoices will be submitted by the TO Contractor on a monthly basis by the 15th business day of each month for all work completed in the previous month. Invoices for O&M work should be submitted within the first 5 business days of each month for the work performed in the previous month.

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

2.11.1 INVOICE FORMAT

- A) The invoice shall identify SHA-MCD, labor category, 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, if any) submitted for payment to SHA-MCD at the following address:

State Highway Administration, Motor Carrier Division, Attn: Dave Czorapinski, 7491 Connelley Drive, Hanover, MD 21076.
- 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.

SECTION 3 - TO PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1 REQUIRED RESPONSE

Each Master Contractor receiving this CATS II TORFP must respond within the submission time designated in the Key Information Summary Sheet. Each Master Contractor is required to submit one of two possible responses: 1) a proposal, or 2) a completed Master Contractor Feedback Form explaining why the Master Contractor will not be submitting a proposal. The form is accessible via, your CATS II Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu.

3.2 FORMAT

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

3.2.1 THE TECHNICAL PORTION OF THE TO PROPOSAL SHALL INCLUDE:

A) Proposed Services

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

B) Proposed Personnel

- 1) Identify and provide resumes for all proposed personnel by labor category as applicable.
- 2) Document that all proposed personnel meet the minimum required qualifications and possess the required experience in Section 2.9.
- 3) Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under this TO Agreement.

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 assignments that the proposed personnel have completed that were similar in scope to the one defined in this TORFP. Each of the three examples, to be provided at the interview, must include a reference complete with the following:
 - a) Name of organization.
 - b) Name, title, and telephone number of point-of-contact for the reference.
 - c) Type and duration of contract(s) supporting the reference.
 - d) The services provided, scope of the contract and performance objectives satisfied as they relate to the scope of this TORFP.
 - e) Whether the proposed personnel are still providing these services and, if not, an explanation of why services are no longer provided to the client organization.
- 2) State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any government entity of the State of Maryland. For each identified contract, the Master Contractor shall provide:

- a) The State contracting entity,
- b) A brief description of the services/goods provided,
- c) The dollar value of the contract,
- d) The term of the contract,
- e) Whether the contract was terminated prior to the specified original contract termination date,
- f) Whether any available renewal option was not exercised,
- g) The State employee contact person (name, title, telephone number and e-mail address).

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

E) 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. Contractors are advised that, upon request for this information from a third party, the TO Procurement Officer will be required to make an independent determination regarding whether the information may be disclosed.

3.2.2 THE FINANCIAL RESPONSE OF THE TO PROPOSAL SHALL INCLUDE:

- A) A description of any assumptions on which the Master Contractor's Financial Proposal is based (Assumptions shall not constitute conditions, contingencies, or exceptions to the price proposal).
- B) Completed Financial Proposals - Attachment 1 and Attachment 1A including:
 - Fixed-price dollar figures rounded to the nearest whole dollar for monthly maintenance for the contract duration
 - The information should continue, as necessary and appropriate, to cover all milestones and deliverables
 - The Master Contractor should indicate on Attachment 1 and Attachment 1A the appropriate Labor Category being proposed, and the Fully Loaded Fixed Hourly Labor Category Rate for 500 development and test hours for future CVIEW enhancements as indicated in sections 2.6.1 and 2.6.3. Proposed rates are not to exceed the rates defined in the Master Contract.

SECTION 4 - PROCEDURE FOR AWARDING A TO AGREEMENT

4.1 EVALUATION CRITERIA

The TO Contractor will be selected from among all eligible Master Contractors within the appropriate functional area responding to the CATS II TORFP. In making the TO Agreement award determination, SHA-MCD 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 Master Contractor's proposed solution and understanding of the TORFP Scope of Work based on the required response in Section 3.2.1.
- Personnel experience required in Section 3.2.1.B.
- Evaluated past performance on engagements provided as reference accounts in the Contractor's Technical proposal to this TORFP.

4.3 SELECTION PROCEDURES

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

4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT

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

**ATTACHMENT 1
PRICE PROPOSAL FORM
Price Proposal for CATS II TORFP # J02B0400012**

Provide fixed monthly cost for CVIEW hosting, maintenance and support services to include all TO Contractor key and other personnel to be assigned to perform work under the Task Order through May 31, 2014, the period of expiration of the Master CATS II Contract.

Fixed Price Monthly Recurring Costs			
Record the fixed-price Monthly Recurring Price for CVIEW hosting, maintenance and support services. Then multiply the Monthly Recurring Price in Column A by the number of months in Column B and provide the total in Column C. Then Add Column C and record the Total Evaluated Price.			
	Column A	Column B	Column C
	Monthly Recurring Price	Number of Months	Annual Total
Section 2.6, pages 9 through 11 and Section 2.7 Deliverables, page 12 (NTP – Dec. 31, 2011)		12 Months	\$
Section 2.6, pages 9 through 11 and Section 2.7 Deliverables, page 12 (Jan. 1, 2012 – Dec. 31, 2012)		12 Months	\$
Section 2.6, pages 9 through 11 and Section 2.7 Deliverables, page 12 (Jan. 1, 2013 – Dec. 31, 2013)		12 Months	\$
Section 2.6, pages 9 through 11 and Section 2.7 Deliverables, page 12 (Jan. 1, 2014 – May 31, 2014)		5 Months	\$
Section 2.6.1, page 10, final bullet and Section 2.7 Deliverables, page 12 - Time and Material Subtotal (See Attachment 1A below) (NTP – May 31, 2014)			\$
TOTAL PRICE FOR T & M AND CM FIXED-PRICE (NTP – May 31, 2014)			\$

ATTACHMENT 1A

**PRICE PROPOSAL FOR CATS II TORFP # J02B0400012
LABOR CATEGORIES**

Prices are to be valid for 120 days.

Note: TO Contractor can utilize up to five resources in order to handle software enhancements through Time and Material costing. The TO contractor will submit their proposal using 500 hours for evaluation purposes for life of contract. The 500 hours will be utilized to perform software enhancements to the CVIEW application.

Rates listed should be fully loaded rates.

Pre-approved CATS Labor Categories	A	B	C
	Fully Loaded Hourly Labor Rate	Total Class Hours Annually	Total Proposed CATS II TORFP Price
Year 1 (NTP – Dec. 31, 2011)		150 Hours	
<i>Resource #1 - Software Project Manager</i>	\$		\$
<i>Resource #2 - Software Development Engineer</i>	\$		\$
<i>Resource #3 - Software Test/QA Engineer</i>	\$		\$
<i>Resource #4 - Software Support Engineer</i>	\$		\$
<i>Resource #5 - Insert Labor Category</i>	\$		\$
Total Year #1			\$
Year 2 (Jan. 1, 2012 – Dec. 31, 2012)		150 Hours	
<i>Resource #1 - Software Project Manager</i>	\$		\$
<i>Resource #2 - Software Development Engineer</i>	\$		\$
<i>Resource #3 - Software Test/QA Engineer</i>	\$		\$
<i>Resource #4 - Software Support Engineer</i>	\$		\$
<i>Resource #5 - Insert Labor Category</i>	\$		\$
Total Year #2			\$
Year 3 (Jan. 1, 2013 – Dec. 31, 2013)		150 Hours	
<i>Resource #1 - Software Project Manager</i>	\$		\$
<i>Resource #2 - Software Development Engineer</i>	\$		\$
<i>Resource #3 - Software Test/QA Engineer</i>	\$		\$
<i>Resource #4 - Software Support Engineer</i>	\$		\$
<i>Resource #5 - Insert Labor Category</i>	\$		\$
Total Year #3			\$
Period 4 (Jan. 1, 2014 – May 31, 2014)		50 Hours	

<i>Resource #1 - Software Project Manager</i>	\$		\$
<i>Resource #2 - Software Development Engineer</i>	\$		\$
<i>Resource #3 - Software Test/QA Engineer</i>	\$		\$
<i>Resource #4 - Software Support Engineer</i>	\$		\$
<i>Resource #5 - Insert Labor Category</i>	\$		\$
Total Period #4			\$
T & M Subtotal (NTP through May 31, 2014)			\$

Authorized Individual Name

Company Name

Title

Company Tax ID #

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

SUBMIT WITH THE FINANCIAL RESPONSE

ATTACHMENT 3 - Task Order Agreement

CATS II TORFP # J02B0400012 OF MASTER CONTRACT # 060B9800035

This Task Order Agreement (“TO Agreement”) is made this **day** of **Month**, 2010 by and between **MASTER CONTRACTOR** and the STATE OF MARYLAND, SHA-MCD.

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 SHA-MCD, as identified in the CATS II TORFP # J02B0400012.
 - b. “CATS II TORFP” means the Task Order Request for Proposals # J02B0400012, dated **MONTH, DAY, YEAR**, including any addenda.
 - c. “Master Contract” means the CATS II Master Contract between the Maryland Department of Information Technology and **MASTER CONTRACTOR** dated **xxx 2010**.
 - d. “TO Procurement Officer” means Barbara Ryer. 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 SHA-MCD and **MASTER CONTRACTOR**.
 - f. “TO Contractor” means the CATS II Master Contractor awarded this TO Agreement, whose principal business address is _____ and whose principal office in Maryland is _____.
 - g. “TO Manager” means Dave Czorapinski of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
 - h. “TO Proposal - Technical” means the TO Contractor’s technical response to the CATS II TORFP dated **date of TO Proposal – Technical**.
 - i. “TO Proposal – Financial” means the TO Contractor’s financial response to the CATS II TORFP dated **date of TO Proposal - FINANCIAL**.
 - j. “TO Proposal” collectively refers to the TO Proposal – Technical and TO Proposal – Financial.
2. Scope of Work
 - 2.1. This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supercede the Master Contract.
 - 2.2. The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS II TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
 - a. The TO Agreement,
 - b. Exhibit A – CATS II TORFP
 - c. Exhibit B – TO Proposal-Technical
 - d. Exhibit C – TO Proposal-Financial

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

3. Time for Performance.

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS II TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of one 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 II 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 II TORFP, but no later than thirty (30) days after the Agency's receipt of an invoice for services provided by the TO Contractor, acceptance by the Agency of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.

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

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, SHA-MCD

By: Barbara Ryer, TO Procurement Officer

Date

Witness: _____

ATTACHMENT 4 - Conflict Of Interest Affidavit And Disclosure

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

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

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

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

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

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

Date: _____ By: _____
(Authorized Representative and Affiant)

SUBMIT AS A .PDF FILE WITH TECHNICAL RESPONSE

ATTACHMENT 5 - Labor Classification Personnel Resume Summary

INSTRUCTIONS:

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

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

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

**ATTACHMENT 5
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 II RFP from section 2.10 for the applicable labor category.)	
Experience: (Insert the experience description from the CATS II RFP from section 2.10 for the applicable labor category.)	
Duties: (Insert the duties description from the CATS II RFP from section 2.10 for the applicable labor category.)	

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

Contractor's Contract Administrator:

Signature

Date

Proposed Individual:

Signature

Date

SUBMIT WITH TO RESPONSE
SIGNATURE REQUIRED AT THE TIME OF THE INTERVIEW

ATTACHMENT 6 - Directions to the Pre-TO Proposal Conference

Location: Maryland State Highway Administration, 7491 Connelley Drive, Hanover, MD21076.

- **From I-95 North or South:** Take Maryland Route 100 heading East toward Glen Burnie. Travel 5.6 miles. Take Exit 11 for MD 170North/Telegraph Road toward Linthicum. Keep left on the ramp and turn left at Telegraph Road. Travel 0.7 miles. Turn right on Dorsey Road/MD 176 East. Travel 0.8 miles. Turn right on Connelley Drive, take the first left on to Transport Drive and park in the SHA parking lot.
- **From BWI Airport:** Take Aviation Blvd/S. Camp Meade Road/170 South. Travel 2.7 miles. Turn left on Dorsey Road/MD 176 East. Travel 0.8 miles. Turn right on Connelley Drive, take the first left on to Transport Drive and park in the SHA parking lot.
- The Office of Traffic and Safety is on your left. Please come in through the center set of double doors, register with the security guard, and ask for Manoj Pansare or Dave Czorapinski at the Motor Carrier Division. You will be escorted down to the pre-proposal conference room.

ATTACHMENT 7 - NON-DISCLOSURE AGREEMENT (OFFEROR)

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

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS II TORFP # J02B0400012 for Application Software Support and Maintenance for CVIEW. 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 _this project_. 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 1.8 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 1.8, 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 Barbara Ryer, MDOT on or before the due date for Proposals.
4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR'S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.
5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
6. This Agreement shall be governed by the laws of the State of Maryland.
7. OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than \$20,000 and/or imprisonment not exceeding 5 years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.
8. The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

OFFEROR: _____ BY: _____

NAME: _____ TITLE: _____

ADDRESS: _____

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

ATTACHMENT 8 - 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 SHA-MCD (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 Application Software Support and Maintenance for CVIEW, TORFP No. J02B0400012 dated **release date for TORFP**, (the "TORFP") issued under the Consulting and Technical Services II procurement issued by the Department, Project Number 060B9800035; and

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

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

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

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

Contractor/Contractor's Personnel:

SHA-MCD:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

ATTACHMENT 9 – TO CONTRACTOR SELF-REPORTING CHECKLIST

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

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

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

Yes No (If no, explain why) _____

Section 4 – MBE Participation

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

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

Yes No (If no, explain why) _____

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

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

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

Yes No (If no, explain why) _____

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

Yes No

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

Section 5 – TO Change Management

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

Yes No (If no, explain why) _____

B) Does the change management procedure include the following?

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

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

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

C) Have any change orders been executed?

Yes No

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

D) Is the change management procedure being followed?

Yes No (If no, explain why) _____

ATTACHMENT 10 – LIVING WAGE AFFIDAVIT OF AGREEMENT

Contract No. _____

Name of Contractor _____

Address _____

City _____ State _____ Zip Code _____

If the Contract is Exempt from the Living Wage Law

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

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

If the Contract is a Living Wage Contract

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

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

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

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

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____ Title: _____

Witness Name (Typed or Printed): _____

Witness Signature & Date: _____

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

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