



**CONSULTING AND TECHNICAL SERVICES II (CATS II)  
TASK ORDER REQUEST FOR PROPOSALS (TORFP)  
REAL-TIME TRANSIT INFORMATION SYSTEM (RTIS)  
IMPLEMENTATION FOR THE BUS PASSENGER**

**CATS II TORFP #  
J05B9200011**

**MARYLAND TRANSIT ADMINISTRATION**

**ISSUE DATE: JUNE 13, 2012**

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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. Master Contractors choosing not to submit a proposal must submit a Master Contractor Feedback form. 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.

<b>TORFP Title:</b>	Real-Time Transit Information System
<b>Functional Area:</b>	Functional Area 2 – Web and Internet Systems
<b>TORFP Issue Date:</b>	June 13, 2012
<b>Closing Date and Time:</b>	July 20, 2012 @2:00 PM
<b>TORFP Issuing Agency:</b>	Maryland Department of Transportation (MDOT) Maryland Transit Administration (MTA)
<b>Send Questions and Proposals to:</b>	Dave Devlin ddevlin@mdot.state.md.us
<b>TO Procurement Officer:</b>	Dave Devlin Office Phone Number: 410-865-1230 Office FAX Number: 410-865-1388
<b>TO Manager:</b>	Tammi Bolden Office Phone Number: 410-767-3332 Office FAX Number: 443-790-7759
<b>TO Project Number:</b>	J05B9200011
<b>TO Type:</b>	Fixed Price and Time and Materials
<b>Period of Performance:</b>	12 Months plus one (1) optional 12 month extensions, not to exceed the CATS II end date of 5/31/2014
<b>MBE Goal:</b>	10 percent
<b>Small Business Reserve (SBR):</b>	No
<b>Primary Place of Performance:</b>	Maryland Transit Administration 1515 Washington Blvd Baltimore, MD 21215
<b>TO Pre-proposal Conference:</b>	Maryland Transit Administration William Donald Schaefer Tower 6 Saint Paul Street, Room 731 Baltimore, MD 21202

## 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 (TOA) scope issues, and for authorizing any changes to the TOA.

The TO Manager has the primary responsibility for the management of the work performed under the TOA; 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 TOA, 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 date and exact time stated in the Key Information Summary Sheet above. The date and time of submission is determined by the date and time of arrival in the TO Procurement Officer's e-mail box. The TO Proposal is to be submitted via e-mail as two attachments in MS Word format. **Please note that the MDOT email system has an X MB limit on email transmission.** The "subject" line in the e-mail submission shall state the TORFP #J05P1400179. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS II TORFP #J05P1400179 Technical". The second file will be the financial response to this CATS II TORFP and titled, "CATS II TORFP #J05P1400179 Financial". The following proposal documents must be submitted with required signatures as .PDF files with signatures clearly visible:

- Attachment 1 – Price Proposal
- Attachment 2 - MBE Forms D-1 and D-2
- Attachment 4 - Conflict of Interest and Disclosure Affidavit
- Attachment 13 – Living Wage Affidavit of Agreement

### 1.4 ORAL PRESENTATIONS/INTERVIEWS

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

### 1.5 MINORITY BUSINESS ENTERPRISE (MBE)

A Master Contractor that responds to this TORFP shall complete, sign, and submit all required MBE documentation (Attachment 2 - Forms D-1 and D-2) at the time it submits its TO Proposal. **Failure of the Master Contractor to complete, sign, and submit all required MBE documentation at the time it submits its TO Proposal will result in the State's rejection of the Master Contractor's TO Proposal.**

### 1.6 CONFLICT OF INTEREST

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

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

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

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

Certain system documentation may be available for potential Offerors to review at a reading room at 6 Saint Paul Street, 7<sup>th</sup> floor, Baltimore, MD 21202. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement (Offeror) in the form of Attachment 10. Please contact the TO Manager of this TORFP to schedule an appointment.

In addition, certain documentation may be required by the TO Contractor awarded the TOA in order to fulfill the requirements of the TOA. The TO Contractor, employees and agents who review such documents will be required to sign, including but not limited to, a Non-Disclosure Agreement (TO Contractor) in the form of Attachment 11.

### **1.8 LIMITATION OF LIABILITY CEILING**

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

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

The Maryland Department of Information Technology (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 and maintenance services valued at \$1 million or greater, but all CATS II TOs are subject to review.

Attachment 12 is a sample of 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 (MDOT) Office of Procurement is issuing this CATS II TORFP to obtain a cost effective solution for providing transit passengers with information on the status of their desired bus on demand and in real time; to communicate public service messages; and to inform riders of service interruptions, emergencies, and other important events for the Maryland Transit Administration.

### 2.2 REQUESTING AGENCY BACKGROUND

The Maryland Transit Administration's business function is to provide a network of transit services throughout Maryland. This is accomplished by providing accessible local bus, Metro Subway, light rail and paratransit/mobility services, as well as commuter services that include commuter buses and MARC. Additionally, the MTA partners with transit providers throughout the 23 counties and Baltimore City to ensure financial, technical, and administrative support for locally operated transit throughout Maryland. The MTA's objective is to increase transit ridership while managing an efficient agency through three priority areas:

- **Customer Service** – The MTA will strive to provide exceptionally clean, safe and reliable services. The MTA has developed a series of key indicators that are used to measure how well we are serving our customers. These measures are used as a tool for identifying areas where attention is required as well as the effectiveness of any changes we make.
- **Partnerships** – The MTA is working to enhance relationships with employees, customers, businesses, communities, the media, and other agencies.

The Administrator and senior staff are working to improve employee morale and strengthen the Union/management relationships. Meetings are taking place with key stakeholders, the media, and other agencies to cultivate partnerships.

- **Long Term Planning** – The MTA is focusing on initiatives that will strengthen the Baltimore/Washington region, MARC, and statewide services; and change the image and culture of transit.

### 2.3 ROLES AND RESPONSIBILITIES

TO Procurement Officer – MDOT representative responsible for managing the TO solicitation and award process, change order process, and resolution of TOA scope issues.

TO Manager - The MTA's TO Manager will manage and coordinate all TO Contractor activities required by this TORFP. The MTA will oversee the activities and performance of the TO Contractor support personnel provided by the Master Contractor in support of this project.

TO Contractor PM - A TO Contractor primary point of contact for the project shall be identified by the TO Contractor. The TO Contractor primary point of contact, shall during the first week of every month, provide the TO Manager with original signed Time Sheets for the TO Contractor support personnel activities for the previous month.

### 2.4 PROJECT BACKGROUND

The MTA desires a cost effective solution for the problem of providing transit passengers with information on the status of their desired bus on demand and in real time. Although it is possible for customers to access this information by contacting our information center by phone, the center does not operate 24 hours a day nor can we guarantee that Operators are available 100% of the time. Using GPS technology and the internet, a web based, real-time Transit Passenger Information System can provide the traveling public with accurate, real-time bus information anywhere, anytime, and through many devices. The system will calculate the arrival time of buses for specific stops and routes, then communicate the information to passengers via wireless handheld devices (such as

cell phones and PDAs), the internet, electronic message signs, and kiosks. Additionally, the MTA desires to use the system to communicate public service messages, and to inform riders of service interruptions, emergencies, and other important events.

The primary goal of the System is to improve customer service by improving the predictability of fixed route service for the bus passenger.

**2.4.1 AS-IS SYSTEMS ARCHITECTURE**

The Automatic Vehicle Location (AVL) system provides accurate vehicle location to a central location, currently the Bus Operations Control Center (BOCC) by using the Global Positioning System (GPS) satellites. The Vehicle CPU (VCPU) receives the GPS location data every second and calculates the vehicle’s position. The position data is sent back to the host computer every two minutes. This two-minute period allows for efficient use of the radio channel bandwidth. Up to 400 buses per channel can communicate their location data during this period. Additionally, this two-minute period has slots for transmitting data messages to and from the vehicle and slots for transmitting incident information from the vehicle instantly. These instant information slots are called contention slots. Contention slots transmit emergencies, schedule deviations, location data, and other incident information whether generated automatically or by the Operator from the Operator Interface Terminal (OIT). All information is received at the fixed end and stored in a database on the host computer. Critical operational incident information is displayed on the Controller’s workstation.

**2.5 REQUIREMENTS**

Because of the criticality of meeting firm deadlines, MTA wants only to procure proven, commercial off-the-shelf (COTS) products, from a TO Contractor with successful and fully operational implementations in multiple transit agencies of similar or larger size. The MTA shall not assist a vendor in developing new products for its product line. It is presumed that the RTIS will be an integration of the vendor’s COTS products, customizations of that product to meet MTA’s specific requirements, and third party commercial off-the-shelf (COTS) hardware and software. Required customizations shall be minimal. Furthermore, MTA shall select a vendor that has clearly made a long-term commitment to providing contemporary customer information systems to the transit industry.

For interfaces detailed below, the TO Contractor shall develop a contractor/sub-contractor relationship with the vendors identified herein with which the RTIS shall integrate to form a complete solution that meets the functional requirements of this specification. The MTA has provided contact information for each of these vendors in the related requirements section.

Errors or omissions in these specifications in no way relieve the TO Contractor from providing a working system that satisfies MTA functional requirements.

**2.5.1 BROWSER BASED PORTAL APPLICATION/FIXED END EQUIPMENT**

The following functional requirements shall be provided or supported under the TO. The solution desired through this TORFP shall predict next vehicle arrival information through an algorithm that considers, but is not limited to, geospatial proximity of transit vehicle to the next stop, historic records of arrival time performance, transit vehicle speed, and traffic conditions. The next vehicle arrival predictions shall be made available to the public through the web based access described below.

ID #	Functional / Business Requirements	Associated Deliverable ID # From Section 2.6.2 Below (If Applicable)
2.5.1.1	The RTIS shall provide a public internet accessible web browser-based portal application within the Transit Property’s web domain that will provide real-time bus schedule information for all routes and stops in operation for the transit property’s fixed route transit service.	2.6.2.1



2.5.1.2	The RTIS shall allow public internet users to register, log in, and provide profile information, including e-mail or cell phone number, to enable the user to personalize their access to the system for receiving pre-requested and ad-hoc alerts for routes, events, detours, and service disruptions by cellular text messages and e-mail alerts.	2.6.2.1
2.5.1.3	The RTIS shall provide a public internet accessible web browser-based portal application which will be configured to be compatible with and formatted for most embedded mobile-browser(PDA's, Cell Phones).	2.6.2.1
2.5.1.4	The RTIS shall provide real-time updates via cellular text-messages and e-mail alerts sent from the user portal.	2.6.2.1
2.5.1.5	The RTIS shall provide two supervisor/administrator consoles shall be provided for managing RTIS operations which includes configuring the system, troubleshooting, modifications, upgrades, and enhancements.	2.6.2.1
2.5.1.6	The TO Contractor shall coordinate with MTA's current AVL vendor to obtain interface information. The current contact person is: Terry Herron ACS Transportation Management Solutions 7160 Riverwood Drive Columbia, MD 21046 <a href="http://www.acs-inc.com">www.acs-inc.com</a>	2.6.2.1.1
2.5.1.7	The RTIS shall receive the following information/data via the AVL system interface including, but not limited to: * GPS location data * Current Time * Route/Block * Vehicle ID * Operator ID	2.6.2.1.1
2.5.1.8	The information in 2.5.1.7 above shall be received by the RTIS from the AVL system in intervals of 30 seconds or less.	2.6.2.1
2.5.1.9	The Real Time Information System shall be available to the riding public 24/7/365.	2.6.2.1
2.5.1.10	The RTIS shall provide, through a secure web interface, functionality for MTA personnel to generate text and web site messages for the riding public	2.6.2.1
2.5.1.11	The RTIS shall provide, through a secure web interface, functionality for MTA personnel to manage RTIS operations and access report(s) to include service status updates on the web page	2.6.2.1
2.5.1.12	The RTIS shall generate reports including, but not limited to, a report that shows which vehicles are reporting or not (Vehicle Reporting Report), a report demonstrating that vehicles are arriving at designated stops within the established SLA (Performance Report).	2.6.2.1

## 2.5.2 VEHICLE EQUIPMENT

There is no requirement for installing equipment on any vehicle.

### 2.5.3 WEBSITE FEATURES AND FUNCTIONS

ID #	Functional / Business Requirements	Associated Deliverable ID # From Section 2.6.2 Below (If Applicable)
2.5.3.1	The RTIS shall provide a website that provides a visual display to the riding public of transit schedules with routes, bus stops and buses. The visual display shall offer map features so a user can select a stop to get current real-time arrivals for that location or select a bus icon and get the current status of the bus (route, direction, on-time status etc.).	2.6.2.1
2.5.3.2	The map shall have zoom capability, with progressive labeling so as to provide sufficient street information at any zoom level without clutter and interference.	2.6.2.1
2.5.3.3	The RTIS website shall be able to display “planned” bus schedules by route, by stop, by time of day, entire route, entire service day and various combinations thereof.	2.6.2.1
2.5.3.4	The RTIS website shall provide up-to-date information regarding detours, service delays, and other pertinent details. The site shall also have the ability to post advertisements when no detours, service delays, or other MTA announcements are posted.	2.6.2.1
2.5.3.5	The RTIS website shall alternatively have other space on the display for posting advertisements. The specifics of the location of this space shall be approved during the design reviews.	2.6.2.1
2.5.3.6	The site shall offer multiple methods for selecting stops including but not limited to: * choosing the stop by its identification number, * entering an address * selecting a stop via a drop down route listing * selecting the stop from the display	2.6.2.1
2.5.3.7	The RTIS’s website shall store the most recent stops the user visited. The stop information (“Stops” refers to the unique bus stop ID that the user asks the system to query. Number of records will be determined at the design review), includes the stop number, name, route, and direction as a minimum. The user shall have the ability to store multiple bookmarks of transit stops for easy recall.	2.6.2.1
2.5.3.8	The RTIS’s website display shall be indistinguishable from any other MTA internet site in terms of branding, color, etc. (branding information is to be supplied by the MTA Marketing Department after Contractor selection).	2.6.2.1
2.5.3.9	Route trace and bus stop data shall be provided by the MTA’s Trapeze Scheduling System.	2.6.2.1

### 2.5.4 INTEGRATION WITH THE AUTOMATED TRIP ITINERARY SYSTEM (ATIS)

The MTA Transit Information and Services Department provides its Customer Service Agents with access to the ATIS. The primary purpose of the ATIS is to provide the agent with access to route, schedule and fare information quickly and efficiently. ATIS provides the agent with trip planning, route timetable information, fare information, special event information, facility information and embedded links to existing systems. The Real Time System shall enhance the ATIS by providing the agent with Real Time information when the agent accesses bus information.

<b>ID #</b>	<b>Functional / Business Requirements</b>	<b>Associated Deliverable ID # From Section 2.6.2 Below (If Applicable)</b>
2.5.4.1	The RTIS shall integrate with ATIS to allow agents to access real-time information on any route, stop, or bus in the system.	2.6.2.2
2.5.4.2	The Information Agent shall have the ability to access the real-time bus information without re-keying the trip information. The interface shall be designed such that the ATIS system retrieves information from the RTIS based on the route/block already active on the Agents terminal and uses it to determine what times to display.	2.6.2.2
2.5.4.3	There shall be a link, menu item, or icon on each ATIS screen where bus schedule information is shown.	2.6.2.2
2.5.4.4	The RTIS shall integrate with the ATIS without degraded performance or function to the existing features and functions of the ATIS.	2.6.2.2
2.5.4.5	The TO Contractor shall coordinate with MTA's current ATIS vendor to obtain interface information. The current contact person is: Jeff Lougheed 905-629-8727 Trapeze Group 5800 Explorer Drive, 5 <sup>th</sup> Floor Mississauga, Ontario L4W 5L4 Canada	2.6.2.2.1
2.5.4.5	The ATIS shall receive next bus arrival time from the RTIS over the existing MDOT network (there is no order required, each bus has an identifier). The acceptable format for the times is whole integers measured in minutes before arrival. The RTIS shall provide an alphabetic message indicating that the vehicle is arriving when the arrival time is one (1) minute or less. For example "ARR" or "BRD" may be displayed when arrival time is less than 1 minute.	

## **2.5.5 INTEGRATION WITH THE INTERACTIVE VOICE RESPONSE (IVR) SYSTEM**

The MTA Transit Information and Services Department employs an interactive telephone system that allows callers to receive route, schedule, and fare information on bus, metro, light rail, and commuter rail. Real time information shall be available by entering the stop number on the keypad to receive the next vehicle arrival times.

<b>ID #</b>	<b>Functional / Business Requirements</b>	<b>Associated Deliverable ID # From Section 2.6.2 Below (If Applicable)</b>
2.5.5.1	A link shall be provided on the IVR menu for the caller to choose to receive information from the RTIS.	2.6.2.3
2.5.5.2	The TO Contractor shall provide separate hardware for the RTIS IVR. The hardware shall include one IVR server, one Administrator Console/workstation, and one printer for the IVR.	2.6.2.3
2.5.5.3	The RTIS shall provide real-time bus information on any stop in the bus system. The existing IVR shall take the initial call and transfer to the Real-Time Transit Information System's IVR upon customer request.	2.6.2.3

2.5.5.4	The RTIS shall integrate with the IVR without degrade function and performance to the existing features and functions of the IVR.	2.6.2.3
2.5.5.5	Each bus stop shall have a unique ID that is advertised to the customer as the stop number. The stop number shall be used to access next vehicle information.	2.6.2.3
2.5.5.6	The TO Contractor shall coordinate with MTA's current IVR vendor to obtain interface information. The current IVR contact is: Clem Munno, Senior Account Executive (703) 262-8900 Clem.Munno@Siemens-Enterprise.com	2.6.2.2.1

## 2.5.6 INTERFACE WITH THE TRAPEZE SCHEDULING SYSTEM

The MTA Service Development Department uses Trapeze software for fixed route schedule building and run-cutting. Trapeze FX manages the schedules and Trapeze OPS manages the runs. The MTA desires to have the RTIS receive vehicle and route/block data from Trapeze OPS so that real time data from buses that are not logged on can still be accurately delivered. When a bus is not logged on and in revenue service, the only valid information available is the Vehicle ID (VID). Trapeze OPS assigns a route/block to a particular VID. If the Route/Block/VID information is made available to the RTIS it can use this information to assign buses that are not logged on to a route block and therefore still be able to provide real time information on that vehicle.

<b>ID #</b>	<b>Functional / Business Requirements</b>	<b>Associated Deliverable ID # From Section 2.6.2 Below (If Applicable)</b>
2.5.6.1	The RTIS shall capture the VID and the route and block information related to that VID from the Trapeze OPS database. TO Contractor shall give specifics of how this is to be done. The TO Contractor shall obtain the interface control document (ICD) from Trapeze.	2.6.2.4
2.5.6.2	The RTIS shall use the VID to tie a vehicle that is not logged on to a particular route and block.	2.6.2.4
2.5.6.3	The RTIS shall use the acquired route and block to determine the next stop for the vehicle and report the Next Vehicle Arrival time to the customer based on this information.	2.6.2.4
2.5.6.7	The TO Contractor shall coordinate with MTA's current ATIS vendor to obtain interface information. The current contact person is: Jeff Lougheed 905-629-8727 Trapeze Group 5800 Explorer Drive, 5 <sup>th</sup> Floor Mississauga, Ontario L4W 5L4 Canada	2.6.2.2.1

## 2.5.7 TRAINING

This section includes the requirements for technical manuals and training programs for operations and maintenance.

ID #	Functional / Business Requirements	Associated Deliverable ID # From Section 2.6.2 Below (If Applicable)
2.5.7.1	TO Contractor shall conduct all training on the Administration's property or within the Greater Baltimore Metropolitan Area.	2.6.2.6
2.5.7.2	TO Contractor shall develop and provide a training program to educate personnel in all details of the RTIS to enable the MTA to operate, service, and maintain the system.	2.6.2.6
2.5.7.3	TO Contractor's training shall include system and sub-system diagrams, manuals, documentation, and flowcharts to be utilized during the instruction. Training shall emphasize operational, functional and routine maintenance aspects.	2.6.2.6
2.5.7.4	TO Contractor shall provide draft training program, training material, lesson plans, and student workbooks for approval. Based upon complete fulfillment of the contract requirements, the TO Contractor shall submit a training schedule. The TO Contractor shall provide experienced and qualified instructors who shall be thoroughly familiar with general subject material, and with the pertinent application.	2.6.2.6
2.5.7.5	TO Contractor shall prepare and submit five copies of draft training program materials for the approval of the MTA Project Manager. The schedule for submittal shall be coordinated with the training schedule.	2.6.2.6
2.5.7.6	Upon MTA Project Manager or MTA-designated representative approval of draft training materials, TO Contractor shall prepare and submit one complete loose, unbound, reproducible set of printed training program materials, sufficient bound copies for each class and each student during training, and five additional bound sets of training material. TO Contractor shall provide a softcopy of the training material on CD/DVD/USB drive or other suitable media.	2.6.2.6
2.5.7.7	TO Contractor shall provide training for a minimum of two (2) Systems Administrators; Provide up to six, one-hour training sessions for the Information Agents so that they understand how to use the RTIS for the calling customers; Provide three, one-hour training sessions for the Marketing and Public Relations department.	2.6.2.6
2.5.7.8	TO Contractor's Systems Administrator training shall include, but is not limited to, the maintenance and operation of the integration of Trapeze and ATIS, the IVR, and general system maintenance and operation.	2.6.2.6

## 2.5.8 WARRANTY

ID #	Functional / Business Requirements	Associated Deliverable ID # From Section 2.6.2 Below (If Applicable)
2.5.8.1	TO Contractor shall provide a two-year warranty for all software proposed for the RTIS and the TO Contractor shall provide a one-year warranty for all RTIS hardware.	

2.5.8.2	The TO Contractor shall provide scheduled preventive maintenance including, but not limited to, inspections, incidental servicing, and periodic overview necessary to maintain the systems hardware and software in satisfactory working condition during the warranty period. The TO Contractor's work shall include repairs, replacements, and other corrective work in the event of any part of the system fails.	
2.5.8.3	The TO Contractor shall perform all preventive and scheduled maintenance that is performed during the warranty period in such a manner that no vital RTIS equipment will be shut down during operating hours. Repairs and maintenance operations that do not require equipment to be removed from service may be performed any time, with approval. Emergency repair work on an inoperative component may be performed any time, subject to approval.	

### 2.5.9 PROJECT MANAGEMENT AND MEETINGS

2.5.9.1	The TO Contractor shall provide a PMP Certified Project Manager (PM) and a Subject Matter Expert (SME) for the entire project life cycle beginning when the TO Contractor is given Notice To Proceed (NTP). The PM shall be responsible for the conduct of the project and shall report to the MTA Project Manager. The SME shall support the design, implementation, and testing details for the TO Contractor.	2.6.2.8
2.5.9.2	The TO Contractor PM shall develop a project plan for the project which describes the TO Contractor's project management methodology, including WBS, schedule development and management, risk and issues development and management, quality control, communications planning, and change management. The plan shall demonstrate how the TO Contractor shall meet the accelerated deadline and what the risks are in so doing.	2.6.2.8
2.5.9.3	<p>The TO Contractor's <b>Quality Plan</b> shall include a detailed schedule/matrix of control testing and inspection keyed to the individual provisions of the Contract and covering each item of the work. The MTA PM shall approve the format of the test matrix.</p> <p>The test and inspection schedule shall cover all work to be performed under the Contract, including both on-site and off-site fabrication. Inspection and test records shall include the factual evidence that tests have been made, the type and number of tests, the dates and results of the tests, the number and type of deficiencies found and proposed corrective actions to be taken.</p>	2.6.2.8
2.5.9.4	A minimum of three phases of inspection (preparatory, initial, and follow-up) shall be performed by the TO Contractor's Quality Control (QC) Staff for all definable items of work. The Engineer shall insure that all phases of inspection are made a matter of record in the QC Plan documentation.	2.6.2.8
2.5.9.5	The TO Contactor shall conduct quality inspections, surveillance and compliance audits of subcontractors, suppliers/manufacturers on a scheduled and unscheduled basis and maintain quality control reports, approved shop drawings and submittals, as-built drawings, changes to the drawings and specifications.	2.6.2.8

2.5.9.6	The QC Plan shall also provide written procedures to include sections on the following topics: control of subcontractors, manufacturers /suppliers, production and process quality control, discrepant and nonconforming material control, functional testing, shipping and receiving inspection of materials, procedures necessary to meet the requirements described under Contract Special Provision Section 01780 - Contract Close Out.	2.6.2.8
2.5.9.7	The TO Contractor PM shall be responsible for facilitating weekly status meetings, monthly project meetings, working group meetings and other ad hoc meetings, as required.	2.6.2.8
2.5.9.8	The TO Contractor shall conduct Weekly Status Meetings. The weekly status meetings shall provide a common platform to discuss the current projects status and risks/issues that may impact the performance. Each week, the TO Contractor shall submit a status report to the MTA PM containing the following items: <ul style="list-style-type: none"> <li>• Major Accomplishments for the past week</li> <li>• Current Status</li> <li>• Activities Forecast for the coming week</li> <li>• High and Medium Risks including Mitigation and Corrective Action Plans</li> <li>• Issues impacting the project scope, cost, schedule, or quality</li> <li>• Track the status in the risk register.</li> <li>• Action Items</li> </ul>	2.6.2.8
2.5.9.9	The TO Contractor shall conduct Monthly Progress Meetings. The focus of the monthly progress meetings is to provide milestone level status including scope, schedule, cost and performance along with any milestone level risks and issues. The TO Contractor PM shall identify and communicate potential risks and issues that may affect the schedule, budget, or deliverables. In preparation for this meeting, the TO Contractor shall provide a monthly project report to the MTA PM. The report shall include the following: <ul style="list-style-type: none"> <li>• A summary of all project activity over the past month.</li> <li>• A listing of significant achievements or milestones.</li> <li>• A current action item listing highlighting new action items and any action item whose status has changed.</li> <li>• An assessment of the TO Contractor’s performance with respect to the master milestone schedule in the project management plan.</li> <li>• A listing of work and milestones to be accomplished in the coming month.</li> <li>• Areas of concern that require the attention of the MTA PM or the TO Contractor PM to keep the project on schedule with adequate performance milestone level schedule status information that is updated and verified.</li> </ul>	2.6.2.8
2.5.9.10	The TO Contractor PM shall be responsible for developing and distributing agendas no less than one business day prior to any project meeting (i.e. weekly, bi-weekly, monthly or ad hoc). The TO Contractor PM shall also present the minutes of the meeting to the MTA PM for approval within two business days.	2.6.2.8
2.5.9.11	The TO Contractor PM shall also conduct/facilitate working group and other ad hoc meetings as required and as spelled out in the SDLC Communications Management Plan.	2.6.2.8

2.5.9.12	The TO Contractor shall provide a COTS Fit-Gap Analysis which identifies in detail the extent to which the COTS solution meets each of the validated requirements and how all gaps will be addressed in the new system.	2.6.2.8
2.5.9.13	The TO Contractor shall provide the Requirements Traceability Matrix which is a table that links requirements to their origins and traces them throughout the project life cycle.	2.6.2.8
2.5.9.14	The TO Contractor shall provide a Standard Operating Procedures (SOP) document which defines in detail how the Systems Team will perform the business processes related to the operations and maintenance of the system. Whereas the User Guide is focused on the use of the system specifically, the Standard Operating Procedures address all related business processes.	2.6.2.8

### 2.5.10 CONTRACTUAL SUBMITTALS

This Section specifies the general requirements and procedures for preparation and submission of the TO Contractor's submittals and other required data to the MTA for information or approval not directly related to payments or invoicing. The scheduled due dates for submittals are as required in the Contract Data Requirements List at the end of this section or as otherwise stated in this Contract document. Omission of required data from the table shall neither eliminate the requirement nor cause an extension of time for performance. Submittal items and dates shall be incorporated into the TO Contractor's schedule.

ID #	Business Requirements
<b>2.5.10.1</b>	<b>TO Contractor Network and Workflow Diagrams</b>
2.5.10.1.1	The TO Contractor shall provide network and workflow diagrams that show details necessary to provide a comprehensive description of RTIS.
<b>2.5.10.2</b>	<b>Partial Payments</b>
2.5.10.2.1	The TO Contractor shall furnish a breakdown of Contract lump sum prices for which it is anticipated that the TO Contractor will request partial payment

### 2.5.11 DESIGN REVIEWS (DR)

2.5.11.1	The TO Contractor shall provide a design review data package in advance of the DR meeting that includes drawings, interface descriptions, function and performance descriptions, and a software development document.
2.5.11.2	The TO Contractor shall collect comments and action items on the DR information from the TO Manager, and use these as a basis for the final design presented at the Design Review Presentation.
2.5.11.3	The TO Contractor shall collect comments and action items from the DR presentation and shall advise the Project Manager in writing within 10 days of the end of said presentation of actions taken in a DR Audit Report.

### 2.5.12 TESTING AND ACCEPTANCE

This section describes the staged testing and acceptance approach that the TO Contractor is expected to document and follow to demonstrate the performance of the system.

2.5.12.1	The TO Contractor shall ensure that the RTIS is receiving vehicle location information.
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2.5.12.2	The TO Contractor shall conduct a series of tests to demonstrate that the RTIS is accurate (information presented is correctly) and reliable (information is presented consistently (e.g., updates occur on a regular basis and remain accurate over time) at random sets of stops for random sets of buses. At least 3 separate tests shall be conducted.
2.5.12.3	The TO Contractor shall demonstrate that the system works for multiple devices such as cell phones, a touch pad, and a laptop connected to the internet, at a minimum. The TO Contractor shall also demonstrate that non-Web-enabled mobile devices can receive next bus arrival time information and email or text alerts.
2.5.13.4	Service Level Agreement: The TO Contractor shall provide a minimum of 100% system availability during MTA operational hours. (See Section 2.12 for details.) Accuracy is measured as the ability of a RTIS measurement to match the actual time of arrival at the stop but the requirement has been removed. The performance report is described in section 2.5.1.13

Table - 1  
 Contract Data Requirements List (CDRL)  
 And Other Contract Milestone Dates

<b>Related Sect #</b>	<b>Title</b>	<b>Submittal/Milestone Due Dates (Calendar Days)</b>
2.5.7.4	Draft Training Program Materials/ Technical Manuals	At least 30 Days prior to the start of training
2.5.7.5	Training Implementation Schedule	Coordinated with the delivery of the Training Program Materials
2.5.7.6	Submit Final Training Program Materials	7 Days prior to the start of training
2.5.9.2	Project Plan	NTP + 15 Days
	<ul style="list-style-type: none"> <li>• Work Breakdown Structure</li> </ul>	Delivered as a part of the Project Plan
	<ul style="list-style-type: none"> <li>• Project Schedule</li> </ul>	Delivered as a part of the Project Plan
	<ul style="list-style-type: none"> <li>• Risk and Issues Management Plan</li> </ul>	Delivered as a part of the Project Plan
	<ul style="list-style-type: none"> <li>• Quality Plan</li> </ul>	Delivered as a part of the Project Plan
	<ul style="list-style-type: none"> <li>• Communications Plan</li> </ul>	Delivered as a part of the Project Plan
	<ul style="list-style-type: none"> <li>• Change Management Plan</li> </ul>	Delivered as a part of the Project Plan
2.5.9.2	Test Plan and Procedures	Delivered as a part of the Quality Plan
2.5.9.2	Test Reports format(s) and template(s)	Delivered as a part of the Quality Plan
2.5.9.4	Weekly Status Meeting/Report	Held weekly on the day/time established by the MTA after NTP but not on the week the Monthly Project Meeting is held
2.5.9.5	Monthly Project Meeting/Report	Monthly on the day/time established by the MTA after NTP
2.5.10.1	TO Contractor Network and Workflow Diagrams	Delivered as a part of the DR Document
2.5.10.2	Lump Sum Prices Breakdown	10 Days Prior to 1st Payment Request
2.5.11.1	DR Documentation	10 Days Prior to PDR Presentation
2.5.11.2	DR Presentation	NTP + 45 Days
2.5.11.3	Design Review/Audit Reports	Within 10 days after DR Presentation
2.5.11.4	Configuration Management Plan	Include in DR
	As-Built System Configuration Drawings	10 days after RTIS system acceptance

## 2.6 DELIVERABLES

### 2.6.1 DELIVERABLE SUBMISSION PROCESS

For each written deliverable, draft and final, the TO Contractor shall submit to the TO Manager one hard copy and one electronic copy compatible with Microsoft Office 2007, Microsoft Project 2007 and/or Visio 2007.

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

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

Upon completion of a deliverable, the TO Contractor shall document each deliverable in final form to the TO Manager for acceptance. The TO Contractor shall memorialize such delivery in an Agency Receipt of Deliverable Form (Attachment 8). The TO Manager shall countersign the Agency Receipt of Deliverable Form indicating receipt of the contents described therein.

Upon receipt of a final deliverable, the TO Manager shall commence a review of the deliverable as required to validate the completeness and quality in meeting requirements. Upon completion of validation, the TO Manager shall issue to the TO Contractor notice of acceptance or rejection of the deliverables in an Agency Acceptance of Deliverable Form (Attachment 9). In the event of rejection, the TO Contractor shall correct the identified deficiencies or non-conformities. Subsequent project tasks may not continue until deficiencies with a deliverable are rectified and accepted by the TO Manager or the TO Manager has specifically issued, in writing, a waiver for conditional continuance of project tasks. Once the State's issues have been addressed and resolutions are accepted by the TO Manager, the TO Contractor will incorporate the resolutions into the deliverable and resubmit the deliverable for acceptance. Accepted deliverables shall be invoiced within 30 days in the applicable invoice format (Reference 2.6 Invoicing).

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

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

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

### 2.6.2 DELIVERABLE DESCRIPTIONS / ACCEPTANCE CRITERIA

ID #	DELIVERABLE DESCRIPTION	ACCEPTANCE CRITERIA
2.6.2.1	Implementation of the Real-Time [Passenger] Information System browser-based portal application and fixed end	The work will be considered complete when the Critical Design Document has been approved, implemented, and successfully tested and operates for a set of random test

	equipment.	vehicles at random test stops on major routes as identified in the test plan and procedures document delivered as a part of the project plan.
2.6.2.1.1	Non-Recurring Engineering cost of developing the interface for the AVL data	The work will be considered complete when the Interface Specification document and associated test plans and test results have been delivered.
2.6.2.2	Integration with the Automated Trip Itinerary System (ATIS)	The work will be considered complete when the Critical Design Document has been approved, implemented, and successfully tested and operates for a set of random test vehicles at random test stops on major routes as identified in the test plan and procedures document delivered as a part of the project plan.
2.6.2.2.1	Non-Recurring Engineering cost of developing the interface for the ATIS and the Trapeze Scheduling System	The work will be considered complete when the Interface Specification document and associated test plans and test results have been delivered.
2.6.2.3	Integration with the Interactive Voice Response (IVR) System	The work will be considered complete when the Critical Design Document has been approved, implemented, and successfully tested and operates for a set of random test vehicles at random test stops on major routes as identified in the test plan and procedures document delivered as a part of the project plan.
2.6.2.4	Integration with the Trapeze Scheduling System	The work will be considered complete when the Critical Design Document has been approved, implemented, and successfully tested and operates for a set of random test vehicles at random test stops on major routes as identified in the test plan and procedures document delivered as a part of the project plan.
2.6.2.6	The performance of training will be measured by the hour for each hour when a class is in session under actual instruction	Training shall be paid for on an hourly basis according to the contract unit price.

## 2.7 REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES

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

- The State’s System Development Life Cycle (SDLC) methodology
- The State Information Technology Security Policy and Standards
- The State Information Technology Project Oversight
- The State of Maryland Enterprise Architecture
- The TO Contractor shall follow the project management methodologies that are consistent with the Project Management Institute’s Project Management Body of Knowledge Guide. TO Contractor’s staff and sub-contractors are to follow a consistent methodology for all TO activities.
- The State of Maryland reserves and maintains full rights to any data generated by the RTIS, as well as all Documents that fully describe the data. The MTA also reserves the right to make this data available to other regional transit agencies and their travelers at the discretion of the State.

## **2.8 TO CONTRACTOR PROJECT MANAGER MINIMUM EXPERTISE REQUIRED**

The TO Contractor PM shall be a PMI Certified Project Management Professional (PMP).

## **2.9 TO CONTRACTOR MINIMUM QUALIFICATIONS**

The following minimum qualifications are mandatory. 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 services such as:

- Browser-based Portal Application development
- Successful implementation of more than one (1) Intelligent Transit Information System with at least one transit property in the United States.
- Implementation of more than one (1) Transit Vehicle ITS system
- Installation of Transit Vehicle ITS equipment at more than one (1) transit property in the United States.
- Integration of more than one (1) ITS system.
- More than one (1) Existing deployment of a Real-Time Transit Information system.

**References** – The TO Contractor shall be required to submit three (3) references for similar work performed to meet minimum qualifications listed above.

## **2.10 INVOICING**

Payment will only be made upon completion and acceptance of the deliverables as defined in 2.6.2.

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS II Master Contract. Proper invoices for payment shall contain the TO Contractor's Federal Tax Identification Number, as well as the information described below, and must be submitted to the TO Manager for payment approval. Payment of invoices will be withheld if a signed Acceptance of Deliverable form – Attachment 9, is not submitted.

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

### **2.10.1 INVOICE SUBMISSION PROCEDURE**

This procedure consists of the following requirements and steps:

- A) A proper invoice shall identify the Maryland Transit Administration as the TO Requesting Agency, deliverable description, associated TOA 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 and any subcontractor and signed Acceptance of Deliverable form – Attachment 9, for each deliverable being invoiced) submitted for payment to the Maryland Transit Administration at the following address:  
  
Nannette Gibson,  
6 Saint Paul Street, 7<sup>th</sup> Floor  
Baltimore, MD 21202
- 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 TOA. In no event shall any invoice be submitted later than 60 calendar days from the TOA termination date.

## **2.11 MBE PARTICIPATION REPORTS**

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

## **SECTION 3 - TASK ORDER 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. The feedback form helps the State understand for future contract development why Master Contractors did not submit proposals. The form is accessible via the 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. A TO Proposal shall contain the following sections in order:

#### **3.2.1 TECHNICAL PROPOSAL**

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

Executive Summary: A high level overview of the Master Contractor's understanding of the background, purpose, and objectives of the TORFP. The Executive Summary shall summarize the Master Contractor's capabilities and experience, and summarize the proposed methodology and solution for achieving the objectives of the TORFP.

- 1) Proposed Solution: A detailed narrative of the Master Contractor's proposed methodology and solution for completing the requirements and deliverables in Section 2 - Scope of Work. This section should include a comprehensive schedule of tasks and times frames for completing all requirements and deliverables, including any tasks to be performed by State or third party personnel.
- 2) Draft Work Breakdown Structure (WBS): A matrix or table that shows a breakdown of the tasks required to complete the requirements and deliverables in Section 2 - Scope of Work. The WBS should reflect the chronology of tasks without assigning specific time frames or start / completion dates. The WBS may include tasks to be performed by the State or third parties as appropriate, for example, independent quality assurance tasks. If the WBS appears as a deliverable in Section 2 – Scope of Work, the deliverable version will be a final version. Any subsequent versions should be approved through a formal configuration or change management process.
- 3) Draft Project or Work Schedule: A Gantt or similar chart containing tasks and estimated time frames for completing the requirements and deliverables in Section 2 - Scope of Work. The final schedule should come later as a deliverable under the TO after the TO Contractor has had opportunity to develop realistic estimates. The Project or Work Schedule may include tasks to be performed by the State or third parties as appropriate.
- 4) Draft Risk Assessment: Identification and prioritization of risks inherent in meeting the requirements in Section 2 - Scope of Work. Includes a description of strategies to mitigate risks. If the Risk Assessment appears as a deliverable in Section 2 – Scope of Work, that version will be a final version. Any subsequent versions should be approved through a formal configuration or change management process.
- 5) Assumptions: A description of any assumptions formed by the Master Contractor in developing the Technical Proposal. Master Contractors should avoid assumptions that counter or constitute exceptions to TORFP terms and conditions.
- 6) Proposed Tools: A description of any tools, for example hardware and/or software applications that will be used to facilitate the work.

B) Proposed Personnel

- 1) Identify and provide resumes for all proposed personnel by labor category. The resume should feature prominently the proposed personnel's skills and experience as they relate to the Master Contractor's proposed solution and Section 2 – Scope of Work.
- 2) Certification that all proposed personnel meet the minimum required qualifications and possess the required certifications in accordance to Section 2.8.
- 3) Provide the names and titles of the Master Contractor's management staff who will supervise the personnel and quality of services rendered under this TOA.
- 4) Complete and provide, at the interview, Attachment 5 – Labor Classification Personnel Resume Summary.

C) MBE Participation

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

D) Subcontractors

- 1) Identify all proposed subcontractors, including MBEs, and their roles in the performance of Section 2 - Scope of Work.

E) Master Contractor and Subcontractor Experience and Capabilities

- 1) Provide up to three examples of projects or contracts the Master Contractor has completed that were similar to Section 2 - Scope of Work. Each example must include contact information for the client organization complete with the following:
  - a) Name of organization.
  - b) Point of contact name, title, and telephone number
  - c) Services provided as they relate to Section 2 - Scope of Work.
  - d) Start and end dates for each example project or contract. If the Master Contractor is no longer providing the services, explain why not.
- 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 entity of the State of Maryland. For each identified contract, the Master Contractor shall provide:
  - a) Name of organization.
  - b) Point of contact name, title, and telephone number
  - c) Services provided as they relate to Section 2 - Scope of Work.
  - d) Start and end dates for each example project or contract. If the Master Contractor is no longer providing the services, explain why not.
  - e) Dollar value of the contract.
  - f) Whether the contract was terminated before the original expiration date.
  - g) Whether any renewal options were not exercised.

Note - State of Maryland experience can be included as part of Section E2 above as project or contract experience. State of Maryland experience is neither required nor given more weight in proposal evaluations.

F) Proposed Facility

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

G) State Assistance

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



#### H) Confidentiality

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

#### **3.2.2 FINANCIAL RESPONSE**

- 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) Attachment 1 - Completed Financial Proposal with all rates fully loaded.
- C) Pricing must be valid for 120 days.

## **SECTION 4 – TASK ORDER AWARD PROCESS**

### **4.1 OVERVIEW**

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 TOA award determination, the TO Requesting Agency will consider all information submitted in accordance with Section 3.

### **4.2 TECHNICAL PROPOSAL EVALUATION CRITERIA**

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

1. Ability to comply with the requirements as stated in Section 2 – Scope of Work as demonstrated by the technical proposal.
2. Demonstration of existing deployments of Real-Time Transit Information systems
3. Master Contractor and Subcontractor Experience and Capabilities in transit and with Intelligent Transportation Systems
4. Contractor's ability to meet the 12 month implementation deadline as demonstrated by the project schedule and migration plan

### **4.3 SELECTION PROCEDURES**

- A) TO Proposals will be assessed throughout the evaluation process for compliance with the minimum personnel qualifications in Section 2.8 and quality of responses to Section 3.2.1 of the TORFP. TO Proposals deemed technically qualified will have their financial proposal considered. All others will be deemed not reasonably susceptible to award and will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.
- B) Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.
- C) The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment. In making this selection, technical merit has greater weight.

### **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 # J05B9200011

Item	Description	Qty.	Unit	Unit Price	Total Price
2.6.2.1	Implementation of the Real-Time [Passenger] Information System browser-based portal application and fixed end equipment.	1	Lump Sum (LS)		
2.6.2.1.1	NRE Cost for AVL Integration	1	LS		
2.6.2.2	Integration with the ATIS	1	LS		
2.6.2.2.1	NRE Cost for ATIS and the Trapeze Scheduling System	1	LS		
2.6.2.3	Integration with the IVR	1	LS		
2.6.2.4	Trapeze Integration	1	LS		
2.6.2.6	Training	48	HR		

SUBMIT AS A .PDF WITH THE FINANCIAL RESPONSE

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

**CATS II TORFP # J05B9200011**

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

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

# ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

## FORM D – 1

### CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT

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

In conjunction with the offer submitted in response to TORFP No. J05B9200011, I affirm the following:

1. I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of 10% percent and, if specified in the TORFP, sub-goals of [redacted] percent for MBEs classified as African American-owned and [redacted] percent for MBEs classified as women-owned. I have made a good faith effort to achieve this goal.

OR

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

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

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

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

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

\_\_\_\_\_  
Offeror Name

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name, Title

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Date

SUBMIT AS A PDF FILE WITH TO RESPONSE

# ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

## FORM D – 2

### MINORITY BUSINESS ENTERPRISE PARTICIPATION SCHEDULE

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

TO Prime Contractor (Firm Name, Address, Phone)	Task Order Description
Task Order Agreement Number J05B9200011	
<b>List Information For Each Certified MBE Subcontractor On This Project</b>	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	

**USE ATTACHMENT D-2 CONTINUATION PAGE AS NEEDED**

### SUMMARY

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

Document Prepared By: (please print or type)

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

SUBMIT AS A PDF FILE WITH TO RESPONSE

# ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

## FORM D – 2

### MINORITY BUSINESS ENTERPRISE PARTICIPATION SCHEDULE (CONTINUED)

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

SUBMIT AS A PDF FILE WITH TO RESPONSE



# ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

## FORM D – 3

### OUTREACH EFFORTS COMPLIANCE STATEMENT

In conjunction with the bid or offer submitted in response to TORFP # J05B9200011, I state the following:

1. Offeror identified opportunities to subcontract in these specific work categories:
  
2. Attached to this form are copies of written solicitations (with bidding instructions) used to solicit certified MBEs for these subcontract opportunities.
  
3. Offeror made the following attempts to contact personally the solicited MBEs:
  
4.  Offeror assisted MBEs to fulfill or to seek waiver of bonding requirements.  
  
(DESCRIBE EFFORTS)  
  
 This project does not involve bonding requirements.
  
5.  Offeror did/did not attend the pre-proposal conference  
  
 No pre-proposal conference was held.

\_\_\_\_\_  
Offeror Name

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

SUBMIT WITHIN 10 WORKING DAYS OF RECEIVING NOTICE OF THE POTENTIAL AWARD

**ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS**

**FORM D – 4**

**SUBCONTRACTOR PROJECT PARTICIPATION STATEMENT**

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

Provided that \_\_\_\_\_ is awarded the TO Agreement in conjunction with  
(Prime TO Contractor Name)

TORFP No. J05B9200011, it and \_\_\_\_\_,  
(Subcontractor Name)

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

(Describe work to be performed by MBE):

---

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

By:

By:

\_\_\_\_\_  
Prime Contractor Signature

\_\_\_\_\_  
Subcontractor Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

SUBMIT WITHIN 10 WORKING DAYS OF RECEIVING NOTICE OF THE POTENTIAL AWARD

# ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

## FORM D – 5

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

Report #: _____ Reporting Period (Month/Year): _____ <b>Report is due by the 15<sup>th</sup> of the following month.</b>	CATS II TORFP #J05B9200011 Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____
--	--

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

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

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

Tammi Bolden Manager, Systems and Equipment Engineering 6 Saint Paul Street, 7 <sup>th</sup> Floor Baltimore, MD 21202 tbolden@mta.maryland.gov	Nannette Gibson Section Chief 6 Saint Paul Street, 7 <sup>th</sup> Floor Baltimore, MD 21202 ngibson@mta.maryland.gov
--	---

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

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

# ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

## FORM D – 6

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

Report #: _____ Reporting Period (Month/Year): __/_____ <b>Report Due By the 15<sup>th</sup> of the following Month.</b>	CATS II TORFP #J05B9200011 Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____
MBE Subcontractor Name:	
MDOT Certification #:	
Contact Person:	
Address:	
City:	State:                      ZIP:
Phone:	FAX:
Subcontractor Services Provided:	
<b>List all payments received from Prime TO Contractor during reporting period indicated above.</b>  1.  2.  3.  <b>Total Dollars Paid: \$ _____</b>	<b>List dates and amounts of any unpaid invoices over 30 days old.</b>  1.  2.  3.  <b>Total Dollars Unpaid: \$ _____</b>
Prime TO Contractor:	Contact Person:

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

Tammi Bolden Manager, Systems and Equipment Engineering 6 Saint Paul Street, 7 <sup>th</sup> Floor Baltimore, MD 21202 tbolden@mta.maryland.gov	Nannette Gibson Section Chief 6 Saint Paul Street, 7 <sup>th</sup> Floor Baltimore, MD 21202 ngibson@mta.maryland.gov
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Signature: \_\_\_\_\_ Date: \_\_\_\_\_

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

## ATTACHMENT 3 – TASK ORDER AGREEMENT

### CATS II TORFP# J05B9200011 OF MASTER CONTRACT #060B9800035

This Task Order Agreement (“TO Agreement”) is made this **day** of **Month**, 20**XX** by and between **Task Order Contractor (TO Contractor)** and the STATE OF MARYLAND, Maryland Transit 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 Maryland Transit Administration, as identified in the CATS II TORFP # J05B9200011.
  - b. “CATS II TORFP” means the Task Order Request for Proposals # J05B9200011, dated **MONTH DAY, YEAR**, including any addenda.
  - c. “Master Contract” means the CATS II Master Contract between the Maryland Department of Information Technology and **TO Contractor** dated **MONTH DAY, YEAR**.
  - d. “TO Procurement Officer” means Nannette Gibson. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
  - e. “TO Agreement” means this signed TO Agreement between Maryland Transit Administration and **TO Contractor**.
  - f. “TO Contractor” means the CATS II Master Contractor awarded this TO Agreement, whose principal business address is \_\_\_\_\_.
  - g. “TO Manager” means Tammi Bolden of the MTA. The MTA 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 super-cede 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 \_\_\_\_\_, 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 \$\_\_\_\_\_. 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 \_\_\_\_\_. 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, Maryland Transit Administration

\_\_\_\_\_  
By: Nannette Gibson, TO Procurement Officer

\_\_\_\_\_  
Date

Witness: \_\_\_\_\_

## ATTACHMENT 4 – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

- A) "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.
- B) "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a bidder, Offeror, Contractor, consultant, or subcontractor or sub-consultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.
- C) The bidder or Offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.
- D) The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail—attach additional sheets if necessary):
- E) The bidder or Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or Offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or Offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

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

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

(Authorized Representative and Affiant)

SUBMIT AS A PDF FILE WITH TO RESPONSE



## **ATTACHMENT 5 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY**

### **INSTRUCTIONS:**

1. Master Contractors must comply with all personnel requirements under the Master Contract RFP 060B9800035.
2. Only labor categories proposed in the Master Contractors Financial 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. This summary is required at the time of the interview.

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

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

## ATTACHMENT 5 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY (CONTINUED)

Proposed Individual's Name/Company:	How does the proposed individual meet each requirement?
<b>LABOR CLASSIFICATION TITLE – (INSERT LABOR CATEGORY NAME)</b>	
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 TECHNICAL PROPOSAL  
SIGNATURE REQUIRED AT THE TIME OF THE INTERVIEW

## ATTACHMENT 6 – NOTICE TO PROCEED

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS II Task Order Agreement # J05B9200011

Dear TO Contractor Contact:

This letter is your official Notice to Proceed as of Month Day, Year, for the above-referenced Task Order Agreement. Mr. / Ms. \_\_\_\_\_ of \_\_\_\_\_ (Agency Name) will serve as the TO Manager and your contact person on this Task Order. He / She can be reached at telephone \_\_\_\_\_.

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

Sincerely,

Nannette Gibson,  
Task Order Procurement Officer

Enclosures (2)

cc: Tammi Bolden, Manager, Systems and Equipment Engineering  
Procurement Liaison Office, Department of Information Technology  
Project Management Office, Department of Information Technology

## ATTACHMENT 7 – AGENCY RECEIPT OF DELIVERABLE FORM

I acknowledge receipt of the following:

TORFP Title: RTIS TORFP

TO Agreement Number: # J05B9200011

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

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

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

Name of TO Manager: Tammi Bolden

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

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

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

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

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

SUBMIT AS REQUIRED IN SECTION 2.6 OF THE TORFP.

# ATTACHMENT 8 – AGENCY ACCEPTANCE OF DELIVERABLE FORM

Agency Name: Maryland Transit Administration

TORFP Title: RTIS TORFP

TO Manager: Tammi Bolden, 410-767-3332

**To:**

The following deliverable, as required by TO Agreement # J05B9200011, has been received and reviewed in accordance with the TORFP.

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

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

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

This deliverable:

Is accepted as delivered

Is rejected for the reason(s) indicated below

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

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

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

ISSUED BY THE TO MANAGER AS REQUIRED IN SECTION 2.6 OF THE TORFP.

## ATTACHMENT 9 – NON-DISCLOSURE AGREEMENT (OFFEROR)

This Non- Disclosure Agreement (the "Agreement") is made this \_\_\_ day of \_\_\_\_\_ 20\_\_, 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 # J05B9200011for RTIS TORFP. 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 above, the 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, 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 Nannette Gibson, MTA Contracts Administration Section Chief 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 10 – NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

**THIS NON-DISCLOSURE AGREEMENT** (“Agreement”) is made as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the State of Maryland (“the State”), acting by and through its Maryland Transit 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 RTIS TORFP No. J05B9200011 dated \_\_\_\_\_, (the “TORFP” issued under the Consulting and Technical Services 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.

**TO Contractor/TO Contractor's Personnel:**

**Maryland Transit Administration:**

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

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

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

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

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

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

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP



## ATTACHMENT 11 – 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](mailto:contractoversight@doit.state.md.us) with the TO number in the subject line.

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

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

Yes  No  (If no, explain why) \_\_\_\_\_

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

Yes  No  (If no, explain why) \_\_\_\_\_

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

Yes  No  (If no, explain why) \_\_\_\_\_

#### Section 4 – MBE Participation

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

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

Yes  No  (If no, explain why) \_\_\_\_\_

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

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

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

Yes  No  (If no, explain why) \_\_\_\_\_

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

Yes  No

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

\_\_\_\_\_

#### Section 5 – TO Change Management

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

Yes  No  (If no, explain why) \_\_\_\_\_

B) Does the change management procedure include the following?

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

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

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

C) Have any change orders been executed?

Yes  No

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

\_\_\_\_\_

D) Is the change management procedure being followed?

Yes  No  (If no, explain why) \_\_\_\_\_

# ATTACHMENT 12 – 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

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