

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

PROJECT MANAGEMENT RESOURCES

CATS+ TORFP #J01B5400014



**Maryland Department of Transportation (MDOT)
Maryland Transportation Authority (MDTA)**

Issue Date: December 17, 2014

SMALL BUSINESS RESERVE ONLY

NOTICE TO BIDDERS/OFFERORS
SMALL BUSINESS RESERVE SOLICITATION

This is a Small Business Reserve Solicitation for which award will be limited to certified small business vendors. Only businesses that meet the statutory requirements set forth in State Finance and Procurement Article, §§14-501—14-505, Annotated Code of Maryland, and that are certified by the Department of General Services Small Business Reserve Program are eligible for award of a contract. For the purposes of a Small Business Reserve Solicitation, a small business is a for-profit business, other than a broker, that meets the following criteria:

- A. It is independently owned and operated;
- B. It is not a subsidiary of another business;
- C. It is not dominant in its field of operation; and
- D.1 With respect to employees:
 - (a) Its wholesale operations did not employ more than 50 persons in its most recently completed 3 fiscal years;
 - (b) Its retail operations did not employ more than 25 persons in its most recently completed 3 fiscal years;
 - (c) Its manufacturing operations did not employ more than 100 persons in its most recently completed 3 fiscal years;
 - (d) Its service operations did not employ more than 100 persons in its most recently completed 3 fiscal years;
 - (e) Its construction operations did not employ more than 50 persons in its most recently completed 3 fiscal years; and
 - (f) The architectural and engineering services of the business did not employ more than 100 persons in its most recently completed 3 fiscal years; and
- D.2 With respect to gross sales:
 - (a) The gross sales of its wholesale operations did not exceed an average of \$4,000,000 in its most recently completed 3 fiscal years;
 - (b) The gross sales of its retail operations did not exceed an average of \$3,000,000 in its most recently completed 3 fiscal years;
 - (c) The gross sales of its manufacturing operations did not exceed an average of \$2,000,000 in its most recently completed 3 fiscal years;
 - (d) The gross sales of its service operations did not exceed an average of \$10,000,000 in its most recently completed 3 fiscal years;
 - (e) The gross sales of its construction operations did not exceed an average of \$7,000,000 in its most recently completed 3 fiscal years; and
 - (f) The gross sales of its architectural and engineering operations did not exceed an average of \$4,500,000 in its most recently completed 3 fiscal years.

Note: If a business has not existed for 3 years, the employment and gross sales average or averages shall be the average for each year or part of a year during which the business has been in existence.

Further information on the certification process is available at eMaryland Marketplace.

TABLE OF CONTENTS

KEY INFORMATION SUMMARY SHEET	5
SECTION 1 - ADMINISTRATIVE INFORMATION	6
1.1 TORFP SUBJECT TO CATS+ MASTER CONTRACT	6
1.2 ROLES AND RESPONSIBILITIES	6
1.3 TO AGREEMENT.....	7
1.4 TO PROPOSAL SUBMISSIONS	7
1.5 ORAL PRESENTATIONS/INTERVIEWS	7
1.6 QUESTIONS	7
1.7 TO PRE-PROPOSAL CONFERENCE	7
1.8 CONFLICT OF INTEREST	8
1.9 LIMITATION OF LIABILITY	8
1.10 CHANGE ORDERS	8
1.11 TRAVEL REIMBURSEMENT.....	8
1.12 MINORITY BUSINESS ENTERPRISE (MBE).....	8
1.13 VETERAN OWNED SMALL BUSINESS ENTERPRISE (VSBE).....	8
1.14 NON-DISCLOSURE AGREEMENT	9
1.15 LIVING WAGE.....	9
1.16 IRANIAN NON-INVESTMENT	9
1.17 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES	9
1.18 MERCURY AND PRODUCTS THAT CONTAIN MERCURY.....	9
1.19 PURCHASING AND RECYCLING ELECTRONIC PRODUCTS	9
1.20 SMALL BUSINESS RESERVE PROCUREMENT	9
SECTION 2 - SCOPE OF WORK.....	11
2.1 PURPOSE.....	11
2.2 REQUESTING AGENCY BACKGROUND.....	11
2.3 EXISTING SYSTEM DESCRIPTION.....	11
2.4 PROFESSIONAL DEVELOPMENT	12
2.5 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES.....	12
2.6 REQUIREMENTS	13
2.7 SERVICE LEVEL AGREEMENT (SLA).....	19
2.8 BACKUP / DISASTER RECOVERY	19
2.9 REQUIREMENTS FOR HARDWARE, SOFTWARE, AND MATERIALS	19
2.10 PERFORMANCE AND PERSONNEL	19
2.11 DELIVERABLES.....	21
2.12 MINIMUM QUALIFICATIONS	25
2.13 RETAINAGE	26
2.14 WORK ORDER PROCESS.....	26
2.15 INVOICING	27
SECTION 3 - TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS	28
3.1 REQUIRED RESPONSE	28
3.2 SUBMISSION	28
3.3 SUMMARY OF ATTACHMENTS	28

3.4 PROPOSAL FORMAT29

SECTION 4 - TASK ORDER AWARD PROCESS..... 32

4.1 OVERVIEW32

4.2 TO PROPOSAL EVALUATION CRITERIA.....32

4.3 SELECTION PROCEDURES.....32

4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT33

LIST OF ATTACHMENTS 34

ATTACHMENT 1 PRICE SHEET 35

ATTACHMENT 2 MINORITY BUSINESS ENTERPRISE FORMS
ERROR! BOOKMARK NOT DEFINED.

ATTACHMENT 3 TASK ORDER AGREEMENT..... 38

ATTACHMENT 4 CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE 41

ATTACHMENT 5 LABOR CATEGORY PERSONNEL RESUME SUMMARY
(INSTRUCTIONS) 42

ATTACHMENT 5 FORM LC1 - LABOR CATEGORY PERSONNEL RESUME SUMMARY.....43

ATTACHMENT 5 FORM LC1 - LABOR CATEGORY PERSONNEL RESUME SUMMARY (CONTINUED)

44

ATTACHMENT 6 PRE-PROPOSAL CONFERENCE DIRECTIONS..... 45

ATTACHMENT 7 NOTICE TO PROCEED (SAMPLE)..... 47

ATTACHMENT 8 AGENCY RECEIPT OF DELIVERABLE FORM 48

ATTACHMENT 9 AGENCY DELIVERABLE PRODUCT ACCEPTANCE FORM 48

ATTACHMENT 10 NON-DISCLOSURE AGREEMENT (OFFEROR) 49

ATTACHMENT 11 NON-DISCLOSURE AGREEMENT (TO CONTRACTOR) 50

EXHIBIT A 53

ATTACHMENT 12 TO CONTRACTOR SELF-REPORTING CHECKLIST 53

ATTACHMENT 13 LIVING WAGE AFFIDAVIT OF AGREEMENT..... 55

ATTACHMENT 14 MERCURY AFFIDAVIT 56

ATTACHMENT 15 VETERAN SMALL BUSINESS ENTERPRISE PARTICIPATION (VSBE)
FOR STATE OF MARYLAND 56

ATTACHMENT 16 CERTIFICATION REGARDING INVESTMENTS IN IRAN..... 57

ATTACHMENT 17 SAMPLE WORK ORDER..... 58

ATTACHMENT 18 PERFORMANCE EVALUATION FORM 59

ATTACHMENT 19 CRIMINAL BACKGROUND CHECK AFFIDAVIT 60

ATTACHMENT 20 SMALL BUSINESS CONTRACT AFFIDAVIT 61

KEY INFORMATION SUMMARY SHEET

This CATS+ TORFP is issued to obtain the services necessary to satisfy the requirements defined in Section 2 - Scope of Work. All CATS+ Master Contractors approved to perform work in the Functional Area under which this TORFP is released shall respond to this TORFP with either a Task Order (TO) Proposal to this TORFP or a Master Contractor Feedback form (See Section 3).

Solicitation Title:	Project Management Resources
Solicitation Number (TORFP #):	J01B5400014
Functional Area:	Functional Area: #10 – IT Management Consulting Services
Issue Date:	Wednesday, December 17, 2014
Pre-Proposal Meeting:	Wednesday, January 7, 2015
Questions Due Date and Time:	Friday, January 9, 2015 at 2:00 PM Local Time
Closing Date and Time:	Friday January 16, 2015 at 2:00 PM Local Time
TO Requesting Agency:	MDOT on behalf of the MDTA Division of Information Technology (MDTA DoIT)
Send Questions and Proposals to:	Joseph Palechek Email Address: jpalechek@mdot.state.md.us Attention: Joseph Palechek
TO Procurement Officer:	Joseph Palechek Email Address: jpalechek@mdot.state.md.us MDOT HQ, 7201 Corporate Center Drive, Hanover MD 21076 Office Phone Number: 410-865-1129 Office Fax Number: 410-865-1388
TO Manager:	Sheronda Williams Office Phone Number: 410-537-1077 Office Fax Number: 410-537-6750 e-mail address: swilliams10@mdta.state.md.us
TO Type:	Time and materials
Period of Performance:	Five years from NTP
MBE Goal:	0 %
VSBE Goal:	0%
Small Business Reserve (SBR):	Yes
Primary Place of Performance:	TO Contractor to provide office space at TO Contractor's base location. Meetings, interviews, other work that must be performed on site primarily will be at MDTA base location (Point Breeze Complex, Broening Highway, Baltimore, Maryland) in Central Maryland area, but may be at any other MDTA location.
TO Pre-proposal Conference:	A TO Pre-Proposal Conference will be held on Wednesday January 7, 2015, at 2:00 p.m., at MDOT Headquarters, 7201 Corporate Drive, Hanover MD 21076 in the Bentley Conference Room, 2 nd floor. See Attachment 6 for specific details.

SECTION 1 - ADMINISTRATIVE INFORMATION

1.1 TORFP SUBJECT TO CATS+ MASTER CONTRACT

In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS+ RFP issued by the Maryland Department of Information Technology (DoIT) and subsequent Master Contract Project Number 060B2490023, including any amendments.

All times specified in this document are local times, defined as Eastern Standard Time or Eastern Daylight Time, whichever is in effect.

1.2 ROLES AND RESPONSIBILITIES

Personnel roles and responsibilities under the TO:

- **TO Procurement Officer** – The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement scope issues, and for authorizing any changes to the TO Agreement.
- **TO Manager** - The TO Manager has the primary responsibility for the management of the work performed under the TO Agreement; administrative functions, including issuing written directions; ensuring compliance with the terms and conditions of the CATS+ Master Contract.

The TO Manager will assign tasks to the personnel provided under this TORFP and will track and monitor the work being performed through the monthly accounting of hours deliverable for work types; actual work produced will be reconciled with the hours reported.

- **TO Contractor** – The CATS+ Master Contractor awarded the TO. The TO Contractor shall provide human resources as necessary to perform the services described in this TORFP Scope of Work.
- **TO Contractor Manager** - TO Contractor Manager will serve as primary point of contact with the TO Manager to regularly discuss progress of tasks, upcoming tasking, historical performance, and resolve any issues that may arise pertaining to the TO Contractor Personnel. The TO Contractor Manager will serve as liaison between the TO Manager and the senior TO Contractor management.

The TO Contractor will provide invoices as specified under Section 2.13 Invoicing. The TO Contractor is responsible for making payments to the TO Contractor Personnel.

- **TO Contractor Personnel** – Any resource provided by the TO Contractor, its agents, subcontractors, or subcontractor agents in support of this TO over the course of the TO period of performance.
- **Key Personnel** – Any individual identified in the TO Proposal by the Master Contractor to perform work under the scope of this TORFP. Key personnel shall start as of TO Agreement issuance unless specified otherwise.
- **MDOT Contract Management Office (CMO)** – The CMO is responsible for the management of the contract after award.

1.3 TO AGREEMENT

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

1.4 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 an e-mail TORFP submission is determined by the date and time of arrival of all required files in the TO Procurement Officer's e-mail inbox. In the case of a paper TO Proposal submission, Offerors shall take such steps necessary to ensure the delivery of the paper submission by the date and time specified in the Key Information Summary Sheet and as further described in Section 3.

Requests for extension of this date or time will not be granted. Except as provided in COMAR 21.05.03.02F, Proposals received by the Procurement Officer after the due date will not be considered.

1.5 ORAL PRESENTATIONS/INTERVIEWS

Interviews, which are a type of oral presentation, will be performed by phone or in person for all Offerors meeting minimum qualifications. All candidates shall be interviewed in substantially the same manner. The Procurement Officer shall, for each round of interviews, determine whether phone or in-person interviews will be utilized.

In the event that more than ten (10) qualified proposals are received, the TO Procurement Officer may elect to follow a down-select process as more fully described in Section 4.3.

1.6 QUESTIONS

All questions must be submitted via e-mail to the TO Procurement Officer no later than the date and time indicated in the Key Information Summary Sheet. Answers applicable to all Master Contractors will be distributed to all Master Contractors who are known to have received a copy of the TORFP.

Answers can be considered final and binding only when they have been answered in writing by the State.

1.7 TO PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference will be held on Wednesday January, 7, 2015 beginning at 2:00 p.m. (Local Time) at MDOT HQ, 7201 Corporate Centre Drive, Hanover, Maryland 21076 in the Bentley Conference, Room, 2nd floor. Attendance at the Conference is not mandatory, but all interested TO Contractors are encouraged to attend in order to facilitate better preparation of their responses. Please see Attachment 6 for specific details on attendance. Confirmation of attendance is required by 2:00 p.m. Local Time on Tuesday January 6, 2015.

As promptly as is feasible to the Conference, a summary of the Conference and all questions and answers will be distributed, free of charge, to all Master Contractors along with a listing of all Conference attendees.

In order to assure adequate seating and other accommodations at the pre-proposal conference, please e-mail the TO Procurement Officer indicating your planned attendance, no later than one (1) business days prior to the pre-proposal conference. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, please contact the TO Procurement Officer no later than three (3) business days prior to the pre-proposal conference. The TO Requesting Agency will make reasonable efforts to provide such special accommodation.

1.8 CONFLICT OF INTEREST

The TO Contractor shall provide IT technical and/or consulting services for State agencies or component programs with those agencies, and shall do so impartially and without any conflicts of interest. Each Offeror shall complete and include with its TO Proposal a Conflict of Interest Affidavit and Disclosure in the form included as Attachment 4 of this TORFP. If the TO Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of COMAR 21.05.08.08A, the TO Procurement Officer may reject an Offeror'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.

By submitting a Conflict of Interest Affidavit and Disclosure, the Offeror shall be construed as certifying all personnel and subcontractors are also without a conflict of interest, as defined in COMAR 21.05.08.08A.

1.9 LIMITATION OF LIABILITY

The TO Contractor's liability is limited in accordance with Section 27 of the CATS+ Master Contract. TO Contractor's liability for this TORFP is limited to one (1) times the total TO Agreement amount.

1.10 CHANGE ORDERS

If the TO Contractor is required to perform work beyond the scope of Section 2 of this TORFP, or there is a work reduction due to unforeseen scope changes, a TO Change Order is required. The TO Contractor and TO Manager shall negotiate a mutually acceptable price modification based on the TO Contractor's proposed rates in the Master Contract and scope of the work change. No scope of work changes shall be performed until a change order is approved by DoIT and executed by the TO Procurement Officer.

1.11 TRAVEL REIMBURSEMENT

Expenses for travel and other costs shall not be reimbursed.

1.12 MINORITY BUSINESS ENTERPRISE (MBE)

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

1.13 VETERAN OWNED SMALL BUSINESS ENTERPRISE (VSBE)

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

1.14 NON-DISCLOSURE AGREEMENT**1.14.1 NON-DISCLOSURE AGREEMENT (OFFEROR)**

Certain system documentation may be available for Master Contractors to review at a reading room at MDTA's address as listed in the Key Information Summary Sheet. Master Contractors 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 to schedule an appointment.

1.14.2 NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

Certain system documentation may be required by the TO in order to fulfill the requirements of the TO Agreement. The TO Contractor, employees and agents who review such documents will be required to sign a Non-Disclosure Agreement (TO Contractor) in the form of Attachment 11.

1.15 LIVING WAGE

The Master Contractor shall abide by the Living Wage requirements under Title 18, State Finance and Procurement Article, Annotated Code of Maryland and the regulations proposed by the Commissioner of Labor and Industry.

All TO Proposals shall be accompanied by a completed Living Wage Affidavit of Agreement, Attachment 13 of this TORFP.

1.16 IRANIAN NON-INVESTMENT

All TO Proposals shall be accompanied by a completed Certification Regarding Investments in Iran, Attachment 16 of this TORFP.

1.17 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES

DoIT is responsible for contract management oversight on the CATS+ Master Contract. As part of that oversight, DoIT has implemented a process for self-reporting contract management activities of TOs under CATS+. This process typically applies to active TOs for operations and maintenance services valued at \$1 million or greater, but all CATS+ TOs are subject to review.

Attachment 12 is a sample of the TO Contractor Self-Reporting Checklist. DoIT may send initial checklists out to applicable/selected 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 form. Subsequently, at six month intervals from the due date on the initial checklist, the TO Contractor shall update and resend the checklist to DoIT.

1.18 MERCURY AND PRODUCTS THAT CONTAIN MERCURY

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

1.19 PURCHASING AND RECYCLING ELECTRONIC PRODUCTS

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

1.20 SMALL BUSINESS RESERVE PROCUREMENT

This is a SBR only Procurement for which award will be limited to Certified Small Business vendors. Only businesses that meet the statutory requirements set forth in the State Finance and Procurement

Article §14-501-14-505, Annotated Code of Maryland, and who are registered with the Department of General Services (DGS) SBR Program are eligible for award of a contact. See Attachment 20.

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SECTION 2 - SCOPE OF WORK

2.1 PURPOSE

MDOT on behalf of MDTA is issuing this CATS+ TORFP to obtain Project Manager resources in accordance with the scope of work described in this Section 2.

MDTA expects all resources to be available as of the start date specified in the Notice to Proceed (NTP).

MDTA intends to award this Task Order for two (2) Project Manager resources to up to two (2) Master Contractors for a maximum total of four (4) Project Managers. This Task Order will be awarded to one or more master contractors that propose candidates that can best satisfy the TO requirements. Master Contractors shall propose exactly two proposed candidates. Proposals that contain more than two proposed resources or fewer than two resources will not be considered for award.

2.2 REQUESTING AGENCY BACKGROUND

The MDTA is an independent State agency established in 1971 to finance, construct, manage, operate and improve the State's toll facilities, as well as to finance new revenue-producing transportation projects for the MDOT. The MDTA has eight toll facilities – two turnpikes, two tunnels and four bridges to help keep traffic moving in Maryland.

Our Mission: The MDTA will be financial stewards of our dedicated revenue sources to provide vital transportation links that move people to promote commerce in Maryland by:

- Creating and maintaining a transportation network of highways, bridges, and tunnels where safety and efficiency are priorities;
- Operating and securing our facilities with innovative technologies; and
- Financing transportation facilities that offer convenient choices to travelers.

2.3 EXISTING SYSTEM DESCRIPTION

The MDTA's technical environment includes a Microsoft network running on HP blade servers supporting primarily Windows-based server operating systems (Windows 2003/2008 Server) within a VMWare virtual environment.

The MDTA's desktop computers are primarily Windows XP Professional and Windows 7 Professional with the following standard software packages:

- Adobe Acrobat Reader 8.0
- Google Earth Enterprise Client 6.1
- Internet Explorer 8.0
- Microsoft Office Outlook 2003 (with Microsoft Exchange Server 2003 backend)
- Microsoft Office Professional 2003

MDTA currently uses the following systems and technologies:

- ArcGIS/ SDE
- Centralized data storage for Microsoft Access Databases
- Citrix Presentation Server
- Google Earth Enterprise
- IA Pro
- IBM Maximo 4.1.1 Transportation

- MdE, Inc's AutomateD Observation Reports and Evaluations (ADORE)
- Microsoft Dynamics SL Financial Management System & Business Portal
- OpenText Livelink 9.x
- OrgPlus Enterprise (OPE)
- Power DMS
- Primavera
- Salesforce
- SumTotal Learning Management System (LMS) formerly Pathlore and Registrar
- Systems Alliance Site Executive
- SQL Server Reporting Services
- Microsoft SQL Server 2005 & 2008
- Oracle 11g

MDTA anticipates that during the duration of this TORFP, the following new technologies may be implemented:

- Implementation/expansion of web based reporting and data entry
- Implementation of Computer Aided Dispatch/Records Management Systems (CAD/RMS)
- Microsoft Dynamics SL 2011
- Microsoft Office 2010
- Migrate from MS Exchange to Google Gmail/Google Docs
- Using Thin Client Devices connecting to a Virtual Desktop (VDI) to replace existing desktop computers

2.4 PROFESSIONAL DEVELOPMENT

Project management resources shall possess current project management certification from the PMI and shall maintain that certification throughout the term of this TORFP.

The TO Contractor shall ensure continuing education opportunities for the personnel provided. The time allocated to these continuing education activities for personnel deployed to MDTA may not be charged to this task order. Actual course costs, travel, and related expenses are also the responsibility of the TO Contractor.

2.5 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES

The TO Contractor shall comply with all applicable laws, regulations, policies, standards, and guidelines affecting information technology and 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 security and technology project execution.

The foregoing may include, but are not limited to, the following policies, guidelines and methodologies that can be found at the DoIT site

(<http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx>).

- The State of Maryland System Development Life Cycle (SDLC) methodology
- The State of Maryland Information Technology Security Policy and Standards
- The State of Maryland Information Technology Non-Visual Access Standards
- The TO Contractor shall follow project management methodologies consistent with the Project Management Institute's Project Management Body of Knowledge Guide.

- TO Contractor assigned personnel shall follow a consistent methodology for all TO activities.
- The State's Information Technology Project Oversight Policies for any work performed under this TORFP for one or more Major IT Development Projects (MITDPs)

2.6 REQUIREMENTS

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

2.6.1	Plan and/or manage small to major IT projects that may or may not be underway for MDTA's various business units. Will require managing a team composed of MDTA subject matter experts, IT staff, and/or contractor resources doing planning work, confirming functional requirements, defining interfaces, establishing test and training plans, provide IT consulting activities that objectively assess, identify, advise, evaluate and recommend IT business application and or IT program solutions at the approval of the MDTA on behalf of the MDTA. Some current project types include but are not limited to: <ul style="list-style-type: none"> · Implementation of new IT systems or software, · Definition and implementation of automated interfaces between existing IT systems, · IT infrastructure projects such as a software upgrade or hardware deployment projects, · On-going upgrade and enhancement projects for existing applications
2.6.2	As assigned by the TO Manager, assist customer areas in articulating requests for new systems.
2.6.3	As assigned by the TO Manager, plan and/or manage new projects where the TO Manager has determined there would be no conflict of interest.
2.6.4	Plan, coordinate and/or attend internal MDTA meetings as requested.
2.6.5	Travel between the TO Contractor's office and the MDTA. TO Contractor personnel shall have a valid driver's license and their own transportation. MDTA will not provide reimbursement for travel
2.6.6	Perform ongoing Project Manager tasks include the following:
2.6.6.1	Achieve the project's objectives
2.6.6.2	Define and managing project scope
2.6.6.3	Manage stakeholder expectations
2.6.6.4	Manage the project team
2.6.6.5	Collaboratively assign work tasks to the project team and monitor their progress
2.6.6.6	Keep the project on track in terms of tasks, schedule, and budget
2.6.6.7	Proactively identify and address any issues or risks
2.6.6.8	Developing and then maintaining a project management plan for all assigned projects
2.6.6.9	Develop and then maintain a Work Breakdown Structures (WBS) on assigned project(s) activities using Microsoft Project 2007 or other industry-standard tools
2.6.6.10	Manage any collaborative project workspace environment including share drives for the program or project and updates to the workspace
2.6.6.11	File in the project workspace and/or designated share drives all project documents/artifacts assigned to TO Contractor personnel for completion.
2.6.6.12	Prepare a monthly project status report for MDTA project stakeholders

2.6.6.13	Manage Change Control, issues escalation and resolution, Schedule, Costs, Resources and Stakeholders as defined in the project management plan
2.6.6.14	Review deliverables by the project development team/contractor for completeness, adherence to standards and contract requirements
2.6.6.15	Work closely with functional managers to resolve team members' workload conflicts
2.6.6.16	Ensure appropriate product-related training and documentation are developed and made available to customers
2.6.6.17	Manage validation of functional requirements and provide support for the Request For
2.6.6.18	Manage the development of systems documentation
2.6.6.19	Ensure that all deliverables identified in the approved project plan are completed
2.6.6.20	Provide accurate and timely reporting on the project's status and progress
2.6.6.21	Conduct Lessons Learned sessions, as assigned
2.6.6.22	Adhere to all MDTA internal policies governing telephone, internet and email, change management, documentation, maintenance, privacy and security, testing, training, disaster recovery, and data for all work performed under this TORFP
2.6.6.23	Construct, update, and/or supervise the creation of any project artifact necessary for the delivery of the project and to meet State SDLC requirements.
2.6.6.24	TO Contractor personnel shall develop or participate in the development of TORFPs, RFRs, and RFPs, as well as coordinate the corresponding procurement process. Please Note: Pursuant to Maryland State Code (COMAR) 15-508, the TO Contractor and all subcontractors will be excluded from bidding on these procurements
2.6.6.25	Become thoroughly knowledgeable on all aspects of the project assigned.

2.6.6.26	<p>Provide guidance and oversight consistent with PMI and PMBOK principles of project management and the State of Maryland SDLC. Manage and integrate project resources including oversight of the project team. Exercise PM best practices for the Project and oversee and perform project activities consistent with the nine knowledge areas including:</p> <ul style="list-style-type: none"> · Procurement Management - consisting of procurement planning, contracts planning, authoring solicitations, evaluation, requesting solicitation responses, selecting contractor(s), administering contract(s), and contract(s) closing activities. · Schedule Management - consisting of activity definition and sequencing, resource estimating, duration estimating, schedule development, and schedule control activities. · Integration Management - consisting of project plan development, project plan execution, and integrated change control activities. · Scope Management - consisting of project initiation, scope planning, scope definition and scope change control activities. · Cost Management - consisting of resource planning, cost estimating and budgeting and cost control activities. · Human Resources Management - consisting of organizational planning, project team acquisition and staff development activities. · Risk Management - consisting of risk management planning, risk identification, risk quantitative and qualitative analysis, response planning, monitoring, and control activities. · Quality Management - consisting of quality planning, quality assurance and quality control activities. · Communications Management - consisting of communications planning, information distribution, progress and performance reporting, and stakeholder communications management activities.
2.6.6.27	<p>Implement organizational change management that includes a holistic approach and process for leading the Agency(ies) and its people through the planned changes from the project including:</p> <ul style="list-style-type: none"> · Building buy-in for the change(s); · Anchoring the change(s) in business operations; · Ensuring that the people in the organization are ready, willing, and able to adopt the change(s); · Managing and measuring the change(s) so that the change(s) implemented are sustained and the desired benefits of the changes are realized.
2.6.6.28	<p>Create and manage updating of the Project Management Plan:</p> <ul style="list-style-type: none"> · Ensure that plan components adequately document how the project will be executed, monitored and controlled. · Ensure that the plan adequately defines the managerial, technical, and supporting processes and activities necessary for sound project development. · Ensure that the plan adequately covers topics such as Scope Management, Schedule Management, Quality Management, Resource Management, Communications Management, Project Change Management, Risk Management, Procurement Management and others as deemed necessary to manage the project.
2.6.6.29	<p>Review and provide input and updates to the Work Breakdown Structure (WBS) consistent with PMBOK standards for all project work.</p>

2.6.6.30	<p>Create and manage updating of the Integrated Master Schedule based on the WBS (see above) and usable for tracking project activities:</p> <ul style="list-style-type: none"> · This schedule shall include all project management, agency and contractor(s) activities in sufficient detail to manage the project. · The schedule shall include milestones, deliverables, periods of performance, degrees of completion, and assigned resources for all project activities. · The activities duration in the master schedule shall be at appropriate level of granularity to manage and track project progress. As a general rule of thumb, activity durations on the master schedule shall be broken down to greater than 8 hours and less than 80 hours in duration. <p>Oversee appropriate updates to the Project Management Plan and related project components as outlined in the SDLC.</p>
2.6.6.31	<p>Assist with integration of other Project Contractors' schedules and methodologies into the Integrated Master Schedule to track all project progress.</p>
2.6.6.32	<p>Ensure appropriate updates to the Project Management Plan and related project components as outlined in the SDLC.</p>
2.6.6.33	<p>Create and manage updating of the Communications Management Plan for all project stakeholders.</p> <ul style="list-style-type: none"> · Include stakeholder contact list, distribution structure, description of information to be disseminated, schedule listing when information will be produced and method for updating the communications plan. <p>Ensure all appropriate stakeholders have been identified and their requirements and expectations have been documented and managed within the scope of the project.</p>
2.6.6.34	<p>Create and manage updating of the Risk Management Plan (RMP) and Risk Registry. At a minimum the RMP shall:</p> <ul style="list-style-type: none"> · Identify and prioritize potential risks to successful completion of the SDLC Phases. · Incorporate pertinent risk information found in the status reports. · Include a Risk Registry of all project risks that will be updated throughout the project.
2.6.6.35	<p>Develop, document and implement escalation and resolution processes for the project and communicate the process to all stakeholders.</p>

2.6.6.36	<p>Create and manage updating of the <i>Requirements Traceability Matrix (RTM)</i> that describes and provides a numbering system for all project requirements for traceability through testing. The RTM process is part of the Quality Management Plan.</p> <ul style="list-style-type: none"> · The RTM shall include test scenarios and acceptance criteria for all technical and functional requirements. · Participate and ensure that the Project Team members participates in requirements development as needed and traces requirements through testing and implementation via updates to the RTM. · Ensure that RTM updates are in conjunction with weekly requirements / design reviews. · Work closely with the Project Team and any Contractors to develop or review and update detailed project requirements. Requirements activities may include: <ul style="list-style-type: none"> · Stakeholder interviews; · Documenting before and after business processes; · Review of existing requirements documentation; · Joint Application Development (JAD) sessions; · COTS software “gap fit analysis”
2.6.6.37	<p>Demonstrations of existing similar systems (benchmarking); and Requirements walkthroughs</p> <ul style="list-style-type: none"> · Describe the process for quality management of project deliverables via the DCM process. · Describe the process for quality management of requirements using the RTM. · Describe the processes for quality management of testing, software development and configuration management, as applicable. · Develop a written procedure for configuration control for application code promotion.
2.6.6.38	<p>Ensure project governance and control according to the Project Management Plan.</p> <ul style="list-style-type: none"> · Work with the Project Team and any Contractors to address schedule variances. · Ensure the documentation of schedule variances in the Integrated Master Schedule and Status Report.
2.6.6.39	<p>Ensure that the Project Team will collect, organize, store, and manage project documents in a central repository. This includes:</p> <ul style="list-style-type: none"> · Maintaining current and archival files (electronic and paper) · Collecting and distributing information to and from stakeholders · Entering updates into project tracking systems to record baseline and maintain document control.
2.6.6.40	<p>Function as a liaison between Agency personnel, project stakeholders and any Contractors.</p>
2.6.6.41	<p>Assign other minor duties related to project management support to the Project Team. Minor duties may include:</p> <ul style="list-style-type: none"> · Responding to phone calls and email · Scheduling and attending ad hoc meetings · Engaging in task order performance discussions · Coordinating Development Contractor invoicing · Participating in Independent Verification & Validation (IV&V) assessments.

2.6.6.42	<p>Create and manage updating of the Human Resource Management Plan. At a minimum, the Human Resource Management Plan shall:</p> <ul style="list-style-type: none"> · identify project tasks and assignments and work with Agency and any Contractors to resolve workload conflicts. · Define roles and responsibilities needed for each resource on the project. · Provide projections for resource and resource utilization. · Define staff acquisition strategy including backfilling of State resources if applicable. · Document staff training plan if required. <p>Define organizational structure based on resources.</p>
2.6.6.43	<p>Create and manage updating of the Schedule Management Plan. At a minimum, the Schedule Management Plan shall:</p> <ul style="list-style-type: none"> · Document tools the project will use to manage the schedule and frequency of updates. · Define process for how schedule shall be tracked and reported including metrics used to report overall schedule performance. · Define process for schedule change process, including the process for baselining schedule and approving schedule changes.
2.6.6.44	<p>Create and manage updating of the Cost Management Plan. At a minimum, the Cost Management Plan shall:</p> <ul style="list-style-type: none"> · Establish the activities and criteria for planning, structuring, and controlling project costs. · Establish the project cost baseline through cost estimation and budget determination. · Define cost estimating and cost controls for the project. <p>Define and document how costs and cost variances will be reported regularly.</p>
2.6.6.45	<p>Create and manage updating of the Procurement Management Plan. At a minimum, the Procurement Management Plan shall:</p> <ul style="list-style-type: none"> · Define the procedures for how the project will purchase or acquire all products and services needed from outside the team to perform project tasks · Document procurement management activities for the project. · Document contract management activities for the project.
2.6.6.46	<p>Perform and manage training</p> <ul style="list-style-type: none"> · Create or assist with the creation of training plans · Create or assist with the creation of training schedules · Manage or perform training as may be required by the project.
2.6.6.47	<p>Management presentation (oral and written in MS Power Point) as needed or directed</p>
2.6.6.48	<p>Individuals proposed for this TORFP shall become familiar with and adhere to the system development life cycle (SDLC) methodology established by the State DoIT for all major Information System efforts. These individuals shall have experience in creating and updating SDLC documents.</p>

2.6.1 TO CONTRACTOR RESPONSIBILITIES

No State equipment is provided. If state equipment such as a computer is available on site, it will be provided but there is no guarantee.

1. TO Contractor shall provide a laptop computer compatible with the MDTA environment for each TO Contractor resource.
 - a. Each laptop computer shall contain software needed to perform the project management work, including but not limited to:
 - i. (Such as compatible MS Office Suite 2007; MS Visio2007; MS Project 2007; Adobe Acrobat Standard) to its personnel.
2. TO Contractor Personnel shall have a valid driver's license.
3. TO Contractor Personnel shall have transportation to MDOT/MDTA locations as required by the project.
4. TO Contractor Personnel shall maintain Project Management Certification from PMI or equivalent throughout the term of the TO.
5. TO Contractor shall provide office facilities for TO Contractor when MDTA facilities prevent assigning space to the TO Contractor Personnel.

2.7 SERVICE LEVEL AGREEMENT (SLA)

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

2.8 BACKUP / DISASTER RECOVERY

To ensure the safety of MDTA documents TO Contractor Personnel are required to save and store all project information, files and data on the designated MDTA share drive and folder, such as but not limited to Project Plans, WBSs, monthly status reports, weekly status reports, meeting minutes, requirements, documentation, and all other written documents relating to any assigned project or work.

2.9 REQUIREMENTS FOR HARDWARE, SOFTWARE, AND MATERIALS

There are no hardware, software, or materials requirements to be furnished under the scope of this TORFP except for any equipment such as laptops that may be required for TO Contractor Personnel to perform activities under this task order.

2.10 PERFORMANCE AND PERSONNEL

2.10.1 WORK HOURS

The TO Contractor's assigned personnel will work an eight-hour day (specific hours to be approved by the TO Manager), Monday through Friday except for State closures, State holidays, Service Reduction and Furlough Days. TO Contractor personnel shall be available during normal business hours to receive and respond to requests and/or feedback.

Full-time TO Contractor personnel shall work a minimum of 40 hours per week with starting and ending times as approved by TO Manager. A flexible work schedule may be used with TO Manager approval, including supporting any efforts outside core business hours. TO Contractor personnel may also be requested to restrict the number of hours TO Contractor personnel can work within a given period of time that may result in less than an eight hour day or less than a 40 hour work week.

The TO Contractor staff shall work on site at MDTA facilities, as long as space is available. When MDTA facility space is available, TO Contractor staff may work remotely one day per week if

approved in advance and in writing by the TO Manager. Secure token and appropriate software will be provided for access to the MDTA network if required to perform work.

The TO Contractor personnel shall be required to participate in the State mandated Service Reduction Days and State Furlough Days.

Contractor personnel are not to exceed 40 hours per week, unless authorized in writing in advance by the TO Manager. In no instance will compensation be given for overtime hours not approved in advance and in writing by the TO Manager.

Requests for leave shall be submitted to the Task Order Manager in writing at least two weeks in advance. The Task Order Manager reserves the right to request a temporary replacement of an individual of equal qualifications if leave extends longer than one consecutive week. In cases where there is insufficient coverage, leave may be denied.

2.10.2 PERFORMANCE EVALUATION

TO Contractor personnel will be evaluated by the TO Manager as needed or at least annually for each assignment performed during that period. The established performance evaluation and standards are included as Attachment 18–Performance Evaluation Form.

The TO Contractor personnel shall maintain a “Meets Expectation” in each category of the performance evaluation (i.e., Work Quality, Work Quantity, Working Relationships, Work Habits, and Performance Management Rating). Performance issues identified by MDTA are subject to the mitigation process described in Section 2.10.3 below.

TO Contractor Personnel will be evaluated by the TO Manager on an annual basis for assignments performed during that period. The TO Manager shall evaluate performance of each TO Contractor resource using the established performance evaluation form (PEF) included as Attachment 18.

2.10.3 PERFORMANCE ISSUE MITIGATION

At any time during the TO period of performance, should the performance of a TO Contractor resource be unsatisfactory as determined by the TO Manager, MDTA will pursue the following mitigation procedures prior to requesting a replacement employee:

- A. The TO Manager shall document performance issues and give written notice to the TO Contractor, clearly describing problems and delineating remediation requirement(s).
- B. The TO Contractor shall respond with a written remediation plan within three (3) business days and implement the plan immediately upon written acceptance by the TO Manager.
- C. Should performance issues persist, the TO Manager may give written notice or request the immediate removal of person(s) whose performance is at issue, and determine whether a substitution is required.

2.10.4 SUBSTITUTION OF PERSONNEL AFTER AWARD

The substitution of key personnel during the evaluation period, prior to award, is prohibited. Substitutions of any kind, post proposal due date, but prior to award, is considered to be the equivalent of an alternate proposal, and is prohibited.

The procedure for substituting personnel after award is as follows:

- A. The TO Contractor may not substitute personnel without the prior approval of the TO Manager.
- B. To replace any personnel, the TO Contractor shall submit resumes of the proposed individual specifying the intended approved labor category. Any proposed substitute personnel shall have qualifications equal to or better than those of the replaced personnel.
- C. Proposed substitute individual shall be approved by MDOT CMO. The TO Manager shall have the option to interview the proposed substitute individual. After the interview, the TO Manager shall notify the TO Contractor of acceptance or denial of the requested substitution.

2.10.5 PREMISES AND OPERATIONAL SECURITY

- A. Prior to commencement of work, TO Contractor Personnel to be assigned to perform work under the resulting Task Order shall be required to submit background check certification to MDTA from recognized Law Enforcement Agencies, including the FBI. TO Contractor shall be responsible for ensuring that TO Contractor Personnel background check certifications are renewed annually, and at the sole expense to the TO Contractor. MDTA reserves the right to disqualify any TO Contractor employees or subcontractors whose background checks suggest conduct, involvements, and/or associations that MDTA determines, in its sole discretion, may be inconsistent with the performance and/or security requirements set forth in this TORFP. MDTA reserves the right to perform additional background checks on TO Contractor Personnel.
- B. Further, TO Contractor Personnel may be subject to random security checks during entry and exit of State secured areas. The State reserves the right to require TO Contractor Personnel to be accompanied while on secured premises.
- C. TO Contractor employees shall, while on State premises, display their State issued identification cards without exception.
- D. TO Contractor shall require its employees to follow the State of Maryland and MDTA IT Security Policy and Standards throughout the term of the TO Agreement.
- E. The State reserves the right to request that the TO Contractor submit proof of employment authorization of non-United States citizens, prior to commencement of TO Contractor Personnel work under the Task Order.
- F. TO Contractor shall remove any TO Contractor Personnel from working on the resulting TO Agreement where the State of Maryland provides evidence to the TO Contractor that said TO Contractor Personnel has not adhered to the security requirements specified herein.
- G. The cost of complying with all security requirements specified herein are the sole responsibilities and obligations of the TO Contractor and its subcontractors and no such costs shall be passed through to or reimbursed by the State or any of its agencies or units.

TO Contractor shall complete a criminal background check prior to any individual TO Contractor Personnel being assigned work on the project. TO Contractor shall provide a Criminal Background Check Affidavit (Attachment 19) prior to commencement of work.

2.11 DELIVERABLES

For each written deliverable, draft and final, the TO Contractor shall submit to the TO Manager one electronic copy compatible with Microsoft Office 2010 using the MS compatibility view, including also, Microsoft Project and/or Visio.

At the TO Manager's discretion, the TO Manager may request one hard copy of a written deliverable.

For any written deliverable, the TO Manager may request a draft version of the deliverable, to comply with the minimum deliverable quality criteria listed in Section 2.8.1. Drafts of all final deliverables, except status reports, are required at least two (2) weeks in advance of when all final deliverables are due. Draft versions of a deliverable shall comply with the minimum deliverable quality criteria listed in Section 2.8.1.

A written deliverable defined as a final document shall satisfy the scope and requirements of this TORFP for that deliverable.

2.11.1 DELIVERABLE SUBMISSION

The TO Contractor shall subject each deliverable to its internal quality-control process prior to submitting the deliverable to the State.

Each deliverable shall meet the following minimum acceptance criteria:

- Shall satisfy the scope and requirements for that deliverable for the specific project.
- Be presented in a format appropriate for the subject matter and depth of discussion.
- Be organized in a manner that presents a logical flow of the deliverable's content.
- Represent factual information reasonably expected to have been known at the time of submittal.
- In each section of the deliverable, include only information relevant to that section of the deliverable
- Contain content and presentation consistent with industry best practices in terms of deliverable completeness, clarity, and quality.
- Meets the acceptance criteria applicable to that deliverable, including any State policies, functional or non-functional requirements, or industry standards, including MDTA Office of Project Management's established standards.
- Contains no structural errors such as poor grammar, misspellings or incorrect punctuation.

A draft written deliverable may contain limited structural errors such as incorrect punctuation, and shall represent a significant level of completeness toward the associated final written deliverable. The draft written deliverable shall otherwise comply with minimum deliverable quality criteria above.

2.11.2 DELIVERABLE ACCEPTANCE

A final deliverable shall satisfy the scope and requirements of this TORFP for that deliverable, including the quality and acceptance criteria for a final deliverable as defined in Section 2.11.4 Deliverable Descriptions/Acceptance Criteria.

The TO Manager shall review a final deliverable to determine compliance with the acceptance criteria as defined for that deliverable. The TO Manager is responsible for coordinating comments and input from various team members and stakeholders. The TO Manager is responsible for providing clear guidance and direction to the TO Contractor in the event of divergent feedback from various team members.

In the event of rejection of a deliverable the TO Manager will formally communicate in writing any deliverable deficiencies or non-conformities to the TO Contractor, describing in those deficiencies what shall be corrected prior to acceptance of the deliverable in sufficient detail for the TO Contractor

to address the deficiencies. The TO Contractor shall correct deficiencies and resubmit the corrected deliverable for acceptance within the agreed-upon time period for correction.

At the TO Manager’s discretion, subsequent project tasks may not continue until deliverable deficiencies 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.

2.11.3 MINIMUM DELIVERABLE QUALITY

The TO Contractor shall subject each deliverable to its internal quality-control process prior to submitting the deliverable to the State.

Each deliverable shall meet the following minimum acceptance criteria:

- 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. In each section of the deliverable, include only information relevant to that section of the deliverable.
- E. Contain content and presentation consistent with industry best practices in terms of deliverable completeness, clarity, and quality.
- F. Meets the acceptance criteria applicable to that deliverable, including any State policies, functional or non-functional requirements, or industry standards.
- G. Contains no structural errors such as poor grammar, misspellings or incorrect punctuation.

A draft written deliverable may contain limited structural errors such as incorrect punctuation, and shall represent a significant level of completeness toward the associated final written deliverable. The draft written deliverable shall otherwise comply with minimum deliverable quality criteria above.

2.11.4 DELIVERABLE DESCRIPTIONS / ACCEPTANCE CRITERIA

The TO Contractor may suggest other subtasks, artifacts, or deliverables to improve the quality and success of the assigned tasks.

ID	Deliverables Description	Acceptance Criteria	Due Date / Frequency
2.11.1	Deliverable – Weekly Status Reports	The TO Contractor personnel shall be responsible for compiling and submitting to the TO Manager a one-page status report (in MS Word 2007 format, template to be provided) that summarizes the following:	By Monday, 12:00 pm
		• Name, Date, Reporting Period	(Noon) of every other week, (or as requested by the TO Manager)
		• Top Three Priorities in this Reporting Period	
		• Actual Tasks & Accomplishments for the reporting period	

		<ul style="list-style-type: none"> • Planned Tasks & Accomplishments for the next reporting period 	
		<ul style="list-style-type: none"> • Exceptions to Previously Planned vs. Actual for last reporting period 	
		<ul style="list-style-type: none"> • Outstanding Due Dates 	
		<ul style="list-style-type: none"> • Scheduled Time Off 	
		<ul style="list-style-type: none"> • Hours worked (start and end times, and total time actually worked each day) by individual TO Contractor personnel 	
		<ul style="list-style-type: none"> • Hours cumulatively charged to any project worked on and other administrative categories, 	
		Reported tasks & accomplishments may include deliverables received, reviewed, distributed; planned; meetings held or planned (date, purpose, attendees); documents developed; meeting minutes, SDLC documents and other project-related artifacts (indicate draft or final version).	
2.11.2	Deliverable – Monthly Project Status Reports	For each assigned project, the TO Contractor personnel shall be responsible for compiling and submitting to the TO Manager, project stakeholders, DoIT Management, other Project Managers, and others as appropriate.	By the second working (business) day of each month
		a monthly project status report (in MS Word 2007 format, template to be provided) that includes the following:	
		<ul style="list-style-type: none"> • Assigned project number and project name; Baseline End Date; Phase; Current Projected End Date; Current Projected Cost 	
		<ul style="list-style-type: none"> • Scope/Purpose 	
		<ul style="list-style-type: none"> • Accomplishments 	
		<ul style="list-style-type: none"> • Current status 	
		<ul style="list-style-type: none"> • Forecast 	
		<ul style="list-style-type: none"> • Issues for Stakeholder attention, including identification, escalation, and resolution steps 	
		<ul style="list-style-type: none"> • Schedule Analysis 	
		<ul style="list-style-type: none"> • Budget Analysis 	
		<ul style="list-style-type: none"> • Risk Analysis 	
		<ul style="list-style-type: none"> • Updated project schedule (in MS Project 2007 format) or format agreed to in advance by the TO Manager. 	

2.11.3	Deliverable – Project Artifacts such as Project Management Plan and Work Breakdown Structure (WBS)	<ul style="list-style-type: none"> • For each written deliverable, draft and final, the TO Contractor shall submit to the TO Manager one electronic copy compatible with current MDTA software architecture. 	To be determined by the assigned project
		<ul style="list-style-type: none"> • An outline of each major deliverable will be required before beginning of development of the deliverable. This outline will be reviewed by the project team and/or management and approved by the TO Manager. It is anticipated at least one if not several meetings will be required with project team and/or TO Manager to insure content is complete. MDTA templates exist for Project Management Plans and standards are established for other deliverables in the MDTA Project Management Guide. 	
<p>The TO Contractor personnel will be responsible for project deliverables in accordance with each project’s requirements, MDTA standards, and in accordance with State of Maryland SDLC requirements. These will be determined and agreed upon for each project before work begins. These may include, for example, Any Project Management document recognized by the Project Management Body of Knowledge (PMBOK).</p>			

2.12 MINIMUM QUALIFICATIONS

2.12.1 OFFEROR’S COMPANY MINIMUM QUALIFICATIONS

There are no minimum qualifications for the Offeror’s company, however, the TO Contractor shall demonstrate in its proposal that it possesses such expertise in-house or has fostered strategic alliances with other firms for providing services related to this Task Order.

Only those Master Contractors supplying proposed personnel that fully meet all minimum qualification criteria shall be eligible for TORFP proposal evaluation.

2.12.2 OFFEROR’S PERSONNEL MINIMUM QUALIFICATIONS

For the personnel proposed under this TORFP, proposed resources must meet all minimum qualifications for the labor category proposed, as identified in the CATS + Master Contract Section 2.10 plus the following minimum qualifications. Attachment 5 – Labor Category Personnel Resume Summary shall clearly outline starting dates and ending dates for each applicable experience or skill.

Master Contractors may only propose exactly **two (2) key resources** in response to this TORFP.

The following qualifications are expected and will be evaluated as part of the technical proposal:

2.12.2.1	<p>Individuals proposed shall possess current certification as Project Managers by the PMI as certified Project Management Professional (PMP®) or industry equivalent. While MDTA prefers the PMP® certification, equivalent certifications will be acceptable, provided the TO Contractors proposing alternate certifications can demonstrate that they are functionally equivalent to the PMP® certification.</p>
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2.12.2.2	In addition to a project management certification, individuals proposed shall have seven (7) years demonstrable experience in all of Software Development, Configuration Management, Risk Management, Communication Management, Building and Managing Project Teams, Scheduling (WBS/Level of Estimate), Earned Value, Change Management, and Quality Assurance. The Quality Assurance experience shall include creating test plans, managing the testing and organizing the results. Resumes Via Attachment 5 shall demonstrate this experience clearly and the duration of the experience in the format
2.12.2.3	<p>The TO Contractor shall propose individuals each of whom shall possess expertise in at least four of the following types of systems, and demonstrate at least five (5) years of experience specifically relating to four of these types of systems. Attachment 5 shall demonstrate this experience clearly and the duration of the experience in the format MM/YYYY:</p> <ul style="list-style-type: none"> · Asset Management · Budget Systems · Document Management Systems · Financial Systems · Geographic Information System (GIS) · Infrastructure Support · Maintenance Management · Management Reporting · Procurement Systems · Project/Program/Portfolio Management Systems · Business Process Improvement
2.12.2.4	Attachment 5 shall demonstrate at least five (5) years of experience leading efforts where SDLC, Waterfall, Agile, and Hybrid methodologies were employed. Attachment 5 shall demonstrate this experience clearly and the duration of the experience in the format.

2.12.3 TO CONTRACTOR AND PROPOSED PERSONNEL PREFERRED QUALIFICATIONS

2.12.3.1	The TO Contractor shall propose personnel who have excellent verbal and written communication skills, contract management skills, and coordination and organizational skills. Attachment 5 shall demonstrate this experience clearly and the duration of the experience in the format MM/YYYY.
2.12.3.2	The Master Contractor and proposed staff shall be able to document at a professional level of expertise in project management. The proposed staff shall be capable of furnishing all necessary services required to successfully complete all tasks and work requirements and produce the high quality deliverables described in this TORFP.

2.13 RETAINAGE

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

2.14 WORK ORDER PROCESS

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

2.15 INVOICING

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS+ Master Contract.

Proper invoices for payment shall be submitted to the TO Manager for payment approval as described below. Invoices shall be submitted monthly.

2.15.1 INVOICE SUBMISSION PROCEDURE

- A. Proper invoices for payment shall contain the TO Contractor's Federal Tax Identification Number, "MDTA" as the recipient, date of invoice, TO Agreement number, deliverable description, deliverable number (e.g., "2.7.4.1."), period of performance covered by the invoice, a total invoice amount, and a TO Contractor point of contact with telephone number.
- B. All invoices submitted for payment shall be accompanied by signed notice(s) of acceptance as described in Section 2.11.2 and Section 2.11.3. Payment of invoices will be withheld if the appropriate signed acceptance form is not submitted.
- C. The TO Contractor shall sign and e-mail the original invoice (*.PDF) to the TO Requesting Agency at swilliams10@mdta.state.md.us.
- D. Invoices for final payment shall be clearly marked as "FINAL" and submitted when all work requirements have been completed and no further charges are to be incurred under the TO Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.

2.15.1.1 T&M INVOICE SUBMISSION PROCEDURE

The TO Contractor shall include a signed PDF for each individual invoiced with the signed invoice.

2.15.2 TIME SHEET SUBMISSION AND ACCEPTANCE

Time sheets shall be submitted to the TO Manager for approval by signature. TO Manager acceptance of timesheets shall acknowledge the accuracy of the time reported.

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SECTION 3 - TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1 REQUIRED RESPONSE

Each Master Contractor receiving this CATS+ TORFP shall respond no later than the submission due date and 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+ Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu.

A TO Proposal shall conform to the requirements of this CATS+ TORFP.

3.2 SUBMISSION

The TO Proposal shall be submitted via two e-mails (or more due to file size limitations).

MDOT can only accept e-mails that are less than or equal to an 8 MB. If a submission exceeds this size, split the submission into two or more parts and include the appropriate part number in the subject (e.g., part 1 of 2) after the subject line information above.

The TO Technical Proposal shall be contained in one e-mail, with two attachments. This e-mail shall include:

- Subject line “CATS+ TORFP #J01B5400014 Technical” plus the Master Contractor Name
- One attachment labeled “TORFP J01B5400014 Technical - Attachments” containing all Technical Proposal Attachments (see Section 3.3 below), signed and in PDF format.
- One attachment labeled “TORFP J01B5400014 Technical – Proposal” in Microsoft Word format (2007 or later).

The TO Financial Proposal shall be contained in one e-mail containing as attachments all submission documents detailed in section 3.4.2, with password protection. MDOT/MDTA will contact Offerors for the password to open each file. Each file shall be encrypted with the same password.

- Subject line “CATS+ TORFP #J01B5400014 Financial” plus the Master Contractor Name
- One attachment labeled “TORFP J01B5400014 Financial” containing the TO Financial Proposal contents, signed and in PDF format.

3.3 SUMMARY OF ATTACHMENTS

No attachment forms shall be altered. Signatures shall be clearly visible.

The following attachments shall be included with the TO Technical Proposal:

- Attachment 4 – Conflict of Interest Affidavit and Disclosure - Signed PDF
- Attachment 5 - Labor Category Personnel Resume Summary (Form LC1) - Signed PDF
- Attachment 13 – Living Wage Affidavit of Agreement - Signed PDF
- Attachment 16 - Certification Regarding Investments in Iran - Signed PDF
- Attachment 20 – Small Business Reserve Affidavit

The following attachments shall be included with the TO Financial Proposal with password protection:

- Attachment 1 Price Proposal – Signed PDF

3.4 PROPOSAL FORMAT

A TO Proposal shall contain the following sections in order:

3.4.1 TO TECHNICAL PROPOSAL

Important: A TO Technical Proposal shall include NO pricing information.

A) Proposed Services

- 1) Executive Summary: A one-page summary describing the Offeror's understanding of the TORFP scope of work (Section 2) and proposed solution.
- 2) Proposed Solution: A more detailed description of the Offeror's understanding of the TORFP scope of work, proposed methodology and solution. The proposed solution shall be organized to exactly match the requirements outlined in Section 2.
- 3) Assumptions: A description of any assumptions formed by the Offeror in developing the TO Technical Proposal.
- 4) Tools the Master Contractor owns and proposes for use to meet any requirements in Section 2.

B) Compliance with Offeror's Company Minimum Qualifications

The TO Contractor shall demonstrate in its proposal that it possesses such expertise in-house or has fostered strategic alliances with other firms for providing services related to this Task Order.

Only those Master Contractors supplying proposed personnel that fully meet all minimum qualification criteria shall be eligible for TORFP proposal evaluation.

C) Proposed Personnel and TORFP Staffing

Offeror shall propose **exactly** two (2) Project Management resources in response to this TORFP.

- 1) Complete and provide Attachment 5 – Labor Category Personnel Resume Summary for each proposed resource (form LC1). The information should show:
 - a) In Form LC1 - Each proposed person's skills and experience as they relate to the Master Contractor's proposed solution and Section 2 – Scope of Work.
- 2) Provide evidence proposed personnel possess the required certifications in accordance with Section 2.12.2 Offeror's Personnel Minimum Qualifications.
- 3) Provide three (3) references per proposed personnel containing the information listed in Attachment, Form LC1 section A.
- 4) Provide the names and titles of the Master Contractor's management staff who will supervise the personnel and quality of services rendered under this TO Agreement.

D) MBE, SBE Participation and VSBE Participation

The Offeror shall be a Small Business Enterprise (SBE) certified entity.

E) Subcontractors

Identify all proposed subcontractor, if any, and their roles in the performance of Section 2 - Scope of Work.

F) Overall Offeror team organizational chart

Provide an overall team organizational chart with all team resources available to fulfill the TO scope of work.

G) Master Contractor and Subcontractor Experience and Capabilities

- 1) Provide up to three examples of engagements or contracts the Master Contractor or subcontractor, if applicable, has completed that were similar to Section 2 - Scope of Work. Include contact information for each client organization complete with the following:
 - a) Name of organization.
 - b) Point of contact name, title, e-mail and telephone number (point of contact shall be accessible and knowledgeable regarding experience)
 - c) Services provided as they relate to Section 2 - Scope of Work.
 - d) Start and end dates for each example engagement or contract.
 - e) Current Master Contractor team personnel who participated on the engagement.
 - f) 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 the following (if not already provided in sub paragraph 1 above):

- a) Contract or task order name
- b) Name of organization.
- c) Point of contact name, title, e-mail, and telephone number (point of contact shall be accessible and knowledgeable regarding experience)
- d) Start and end dates for each engagement or contract. If the Master Contractor is no longer providing the services, explain why not.
- e) Dollar value of the contract.
- f) Indicate if the contract was terminated before the original expiration date.
- g) Indicate if any renewal options were not exercised.

Note - State of Maryland experience can be included as part of Section 2 above as engagement or contract experience. State of Maryland experience is neither required nor given more weight in proposal evaluations.

H) State Assistance

Provide an estimate of expectation concerning participation by State personnel.

I) Confidentiality

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. Master 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.

J) Proposed Facility

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

3.4.2 TO FINANCIAL PROPOSAL

- A) A description of any assumptions on which the Master Contractor's TO Financial Proposal is based (Assumptions shall not constitute conditions, contingencies, or exceptions to the Price Sheet);
- B) Attachment 1– The TO Financial Proposal shall be contained in one e-mail containing as attachments all submission documents detailed in Section 3.4.1, with password protection. The TO Procurement Officer will contact Offerors for the password to open each file. Each file shall be encrypted with the same password.
- C) To be responsive to this TORFP, the Price Sheet (Attachment 1) shall provide labor rates for the labor categories anticipated for this TORFP. Proposed rates shall not exceed the rates defined in the Master Contract for the Master Contract year(s) in effect at the time of the TO Proposal due date.

Note: Failure to specify a CATS+ labor category in the completed Price Sheet for each proposed resource will make the TO proposal non-responsive to this TORFP.

- D) Prices shall be valid for 120 days.

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SECTION 4 - TASK ORDER AWARD PROCESS

4.1 OVERVIEW

The TO Contractor(s) will be selected from among all eligible Master Contractors within the appropriate Functional Area responding to the CATS+ TORFP. In making the TO Agreement award determination, the TO Requesting Agency will consider all information submitted in accordance with Section 3.

4.2 TO PROPOSAL EVALUATION CRITERIA

The following are technical criteria for evaluating a TO Proposal in descending order of importance. Failure to meet the minimum company personnel qualifications shall render a TO Proposal not reasonably susceptible for award:

- A. The overall experience, capability and references for the Master Contractor as described in the Master Contractor's TO Technical Proposal.
- B. The Master Contractor's overall understanding of the TORFP Scope of Work – Section 2. Level of understanding will be determined by the quality and accuracy of the technical proposal in adherence with Section 3.4.
- C. The capability of the proposed resources to perform the required tasks and produce the required deliverables in the TORFP Scope of Work – Section 2. Capability will be determined from each proposed individual's resume via Attachment 5, reference checks, and oral presentation (See Section 1.5 Oral Presentations/Interviews).

4.3 SELECTION PROCEDURES

- A. TO Proposals will be assessed throughout the evaluation process for compliance with the minimum qualifications listed in Section 2 of this TORFP, and quality of responses to Section 3.4.1 TO Technical Proposal.
- B. As described in Section 1.5, in the event that more than ten (10) responsive proposals are received, the Procurement Officer may perform a down select. The Procurement Officer will notify the Offeror at time of scheduling initial interviews whether subsequent rounds of interviews are required. When used, the down select procedures to be followed by the Procurement Officer are as follows:
 - a) An initial interview will be performed for all proposals meeting minimum requirements.
 - b) A technical ranking will be performed for all proposals based on initial interview. Proposals will be ranked from highest to lowest for technical merit based on the quality of the proposals submitted and interview results.
- C. The top ten (10) personnel by technical ranking will be notified of additional interviews. All other personnel will be notified of non-selection for this TORFP. For TO Proposals deemed technically qualified, the associated TO Financial Proposal will be opened. All others will be deemed not reasonably susceptible for award and the TO Procurement Officer will notify the Master Contractor it has not been selected to perform the work.
- D. For TO Proposals submitted via e-mail, the TO Procurement Officer will contact Offerors for the password to access TO Financial Proposal data. The TO Procurement Officer will only contact

those Offerors with TO Proposals that are reasonably susceptible for award. Offerors that are unable to provide a password that opens the TO Financial Proposal documents will be deemed not susceptible for award. Subsequent submissions of financial content will not be allowed.

- E. Qualified TO Financial Proposal responses will be reviewed and ranked from lowest to highest price proposed.
- F. The most advantageous TO Proposal considering both the technical and financial submissions shall be selected for TO award. In making this selection, technical merit has greater weight.
- G. All Master Contractors submitting a TO Proposal shall receive written notice from the TO Procurement Officer identifying the awardee.

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. See Attachment 7 - Notice to Proceed (sample). See Attachment 19 - Criminal Background Check Affidavit.

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LIST OF ATTACHMENTS

Attachment Label	Attachment Name	Applicable to this TOREFP?	Submit with Proposal?* (Submit, Do Not Submit, N/A)
Attachment 1	Price Sheet	Applicable	Submit with TO Financial Proposal with password protection.
Attachment 2	Minority Business Enterprise Participation (Attachments 1A – 5)	Not Applicable	N/A
Attachment 3	Task Order Agreement (TO Agreement)	Applicable	Do Not Submit with Proposal
Attachment 4	Conflict of Interest Affidavit and Disclosure	Applicable	Submit with TO Technical Proposal
Attachment 5	Labor Category Personnel Resume Summary	Applicable	Submit with TO Technical Proposal
Attachment 6	Pre-Proposal Conference Directions	Applicable	Do Not Submit with Proposal
Attachment 7	Notice to Proceed (Sample)	Applicable	Do Not Submit with Proposal
Attachment 8	Agency Receipt of Deliverable Form	Not Applicable	Do Not Submit with Proposal
Attachment 9	Agency Deliverable Product Acceptance Form (DPAF)	Not Applicable	Do Not Submit with Proposal
Attachment 10	Non-Disclosure Agreement (Offeror)	Applicable	Do Not Submit with Proposal
Attachment 11	Non-Disclosure Agreement (TO Contractor)	Applicable	Do Not Submit with Proposal
Attachment 12	TO Contractor Self-Reporting Checklist	Applicable	Do Not Submit with Proposal
Attachment 13	Living Wage Affidavit of Agreement	Applicable	Submit with TO Technical Proposal
Attachment 14	Mercury Affidavit	Not Applicable	N/A
Attachment 15	Veteran Owned Small Business Enterprise Utilization Affidavit	Not Applicable	N/A
Attachment 16	Certification Regarding Investments in Iran	Applicable	Submit with TO Technical Proposal
Attachment 17	Sample Work Order	Not Applicable	N/A
Attachment 18	Performance Evaluation Form	Applicable	Do Not Submit with Proposal
Attachment 19	Criminal Background Check Affidavit	Applicable	Do Not Submit with Proposal. Due prior to the commencement of work.
Attachment 20	Small Business Reserve Affidavit	Applicable	Submit with TO Technical Proposal

*if not specified in submission instructions, any attachment submitted with response shall be in PDF format and signed

ATTACHMENT 1 PRICE SHEET

PRICE SHEET (TIME AND MATERIALS) FOR CATS+ TORFP #J01B5400014

The total class hours (Column B) are not to be construed as “guaranteed” hours; the total number of hours is an estimate only for purposes of price sheet evaluation.

A year for this task order shall be calculated as one calendar year from NTP. **Labor Rate**

Maximums: The maximum labor rate that may be proposed for any CATS+ Labor Category shall not exceed the maximum for the CATS+ Master Contract year in effect on the TO Proposal due date.

Job Title from TORFP	CATS+ Labor Category <<Proposed by Master Contractor>>	Hourly Labor Rate (A)	Total Class Hours (B)	Total Proposed CATS+ TORFP Price (C)
Year 1				
Project Manager	Insert CATS+ Labor Category	\$	2080	\$
Project Manager	Insert CATS+ Labor Category	\$	2080	\$
			Evaluated Price Year 1	\$
Year 2				
Project Manager	Insert CATS+ Labor Category	\$	2080	\$
Project Manager	Insert CATS+ Labor Category	\$	2080	\$
			Evaluated Price Year 2	\$
Year 3				
Project Manager	Insert CATS+ Labor Category	\$	2080	\$
Project Manager	Insert CATS+ Labor Category	\$	2080	\$
			Evaluated Price Year 3	\$
Year 4				
Project Manager	Insert CATS+ Labor Category	\$	2080	\$
Project Manager	Insert CATS+ Labor Category	\$	2080	\$
			Evaluated Price Year 4	\$
Year 5				
Project Manager	Insert CATS+ Labor Category	\$	2080	\$
Project Manager	Insert CATS+ Labor Category	\$	2080	\$
			Evaluated Price Year 5	\$
Total Evaluated Price (Years 1 – 5)				\$

Authorized Individual Name

Company Name

Title

Company Tax ID #

Signature

Date

The Hourly Labor Rate is the actual rate the State will pay for services and shall be recorded in dollars and cents. The Hourly Labor Rate cannot exceed the Master Contract Rate but may be lower. Rates shall be fully loaded, all-inclusive, i.e., include all direct and indirect costs and profits for the Master Contractor to perform under the TO Agreement. All rates shall be valid for 120 days.

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

CATS+ TORFP #J01B5400014

The MBE subcontractor goal for this TORFP is 0%.

ATTACHMENT 3 TASK ORDER AGREEMENT

CATS+ TORFP #J01B5400014 OF MASTER CONTRACT #060B2490023

This Task Order Agreement (“TO Agreement”) is made this _____ day of _____, 20____ by and between _____ (TO Contractor) and the STATE OF MARYLAND, Maryland Transportation Authority (MDTA).

IN CONSIDERATION of the mutual promises 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 Maryland Transportation Authority, as identified in the CATS+ TORFP #J01B5400014.
 - b) “CATS+ TORFP” means the Task Order Request for Proposals #J01B5400014, dated MONTH DAY, YEAR, including any addenda and amendments.
 - c) “Master Contract” means the CATS+ Master Contract between the Maryland Department of Information Technology and TO Contractor dated April 22, 2013.
 - d) “TO Procurement Officer” means TO Procurement Officer. The Agency may change the TO Procurement Officer at any time by written notice.
 - e) “TO Agreement” means this signed TO Agreement between MDTA and TO Contractor.
 - f) “TO Contractor” means the CATS+ Master Contractor awarded this TO Agreement, whose principal business address is _____.
 - g) “TO Manager” means Sheronda Williams. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
 - h) “TO Technical Proposal” means the TO Contractor’s technical response to the CATS+ TORFP dated date of TO Technical Proposal.
 - i) “TO Financial Proposal” means the TO Contractor’s financial response to the CATS+ TORFP dated date of TO Financial Proposal.
 - j) “TO Proposal” collectively refers to the TO Technical Proposal and TO Financial Proposal.
2. Scope of Work
 - 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supersede the Master Contract.
 - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS+ TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
 - a) The TO Agreement,
 - b) Exhibit A – CATS+ TORFP
 - c) Exhibit B – TO Technical Proposal

d) Exhibit C – TO Financial Proposal

- 2.3 The TO Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the TO Agreement. No other order, statement or conduct of the TO Procurement Officer or any other person shall be treated as a change or entitle the TO Contractor to an equitable adjustment under this Section. Except as otherwise provided in this TO Agreement, if any change under this Section causes an increase or decrease in the TO Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the TO Agreement price shall be made and the TO Agreement modified in writing accordingly. The TO Contractor must assert in writing its right to an adjustment under this Section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the TO Contractor shall be allowed if asserted after final payment under this TO Agreement. Failure to agree to an adjustment under this Section shall be a dispute under the Disputes clause of the Master Contract. Nothing in this Section shall excuse the TO Contractor from proceeding with the TO Agreement as changed.
3. Time for Performance
- Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS+ TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of five (5) years, commencing on the date of Notice to Proceed and terminating on _____.
4. Consideration and Payment
- 4.1 The consideration to be paid the TO Contractor shall be done so in accordance with the CATS+ TORFP and shall not exceed \$_____. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.
- 4.2 Payments to the TO Contractor shall be made as outlined Section 2 of the CATS+ TORFP, but no later than thirty (30) days after the Agency's receipt of a proper 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 Transportation Authority

By: insert name,

Date

Witness: _____

Approved for form and legal sufficiency this _____ day of _____ 20__.

Assistant Attorney General

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)

**ATTACHMENT 5 LABOR CATEGORY PERSONNEL RESUME SUMMARY
(INSTRUCTIONS)**

- 1) For this solicitation,
 - a) Master Contractors shall propose a specific resource to fill every job title listed below. If allowed by the solicitation, one resource may be proposed to fill more than one job title. Failure to propose a resource for each job title identified as part of the TO Proposal will result in the TO Technical Proposal being deemed not susceptible for award.
 - b) Master Contractors shall propose the CATS+ Labor Category that best fits each proposed resource. Master Contractors shall comply with all personnel requirements under the Master Contract RFP 060B2490023.
 - c) Master Contractors shall propose a maximum of 1 resource per job title listed below.
 - d) Failure of any proposed resource to meet minimum requirements as listed in this TORFP and in the CATS+ Master Contract will result in the entire TO Technical Proposal being deemed not susceptible for award.
- 2) Job Titles
 - a) Project Manager (4)
- 3) For each job title above, the Master Contractor shall complete one Attachment 5 Form LC1 using the templates provided.
- 4) Form Completion
 - a) Complete one Personnel Resume Summary (Attachment 5 Form LC1) per proposed person to present each proposed person's resume in a standard format.
 - b) Additional information may be attached to each Personnel Resume Summary that may assist a full and complete understanding of the individual being proposed.

ATTACHMENT 5 FORM LC1 - LABOR CATEGORY PERSONNEL RESUME SUMMARY

CATS+ TORFP #J01B5400014

Instructions: Submit one resume form for each resource proposed in the TO Proposal. Do not submit other resume formats. Fill out each box as instructed. Do not enter “see resume” in this form. Failure to follow the instructions on the instructions tab and in TORFP may result in the TO Proposal being considered not

Candidate Name:	
Master Contractor:	<insert Master Contractor name>
Proposed CATS+ Labor Category:	<proposed by Master Contractor>
Job Title (As listed in TORFP):	<as described in this TORFP>

Education / Training (start with latest degree / certificate)

Institution Name / City / State	Degree / Certification	Year Completed	Field Of Study
<add lines as needed>			

Relevant Work Experience*

Describe work experience relevant to the Duties / Responsibilities and Minimum Qualifications described in Section 2 of the TORFP. Start with the most recent experience first; do not include experience not relevant to the scope of this TORFP; use [Employment History below for full employment history](#). Enter dates as MM/YY – MM/YY. Add lines as needed.

[Organization] [Title / Role] [Period of Employment / Work (MM/YY – MM/YY)] [Location] [Contact Person (Optional if current employer)]	Description of Work...
[Organization] [Title / Role] [Period of Employment / Work] [Location] [Contact Person]	Description of Work...

Employment History*

List employment history, starting with the most recent employment first. Enter dates as MM/YY – MM/YY. Add lines as needed.

Start and End Dates	Job Title or Position	Organization Name	Reason for Leaving
MM/YY – MM/YY			

**ATTACHMENT 5 FORM LC1 - LABOR CATEGORY PERSONNEL RESUME SUMMARY
(CONTINUED)**

*Fill out each box. Do not enter "see resume" as a response.

A) References for Proposed Resource (if requested in the TORFP)

List persons the State may contact as employment references. Add lines as needed.

Reference Number:	1
Date From:	<mm/yy>
Date To:	<mm/yy>
Organization Name:	<insert organization name>
Contact Name:	<insert contact>
Contact Phone:	<insert phone>
Contact e-mail:	<insert e-mail>
Details:	<insert details>

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

Master Contractor Representative:

Print Name Signature Date

Proposed Individual:

Signature Date

ATTACHMENT 6 PRE-PROPOSAL CONFERENCE DIRECTIONS

***Maryland Department of Transportation
Headquarters
7201 Corporate Center Drive
Hanover MD 21076***

***410-865-1000
Toll Free 1-888-713-1414***

From the South

From I-97 take MD 100 West to MD 170 North. Take MD 170 North to Stoney Run. Take the ramp that veers to the right. Make a left at the top of the ramp and cross over MD 170. Proceed to the next light this will be the New Ridge Road intersection, turn right Corporate Center Drive begins. MDOT Headquarters is $\frac{3}{4}$ mile on the right side of the road. Visitor parking is to the left.

From the North

From I-95 or BW Parkway take I-195 to MD 170 South to Stoney Run. Turn left at the light. Make a left at the top of the ramp and cross over MD 170. Proceed to the next light this will be the New Ridge Road intersection, turn right Corporate Center Drive begins. MDOT Headquarters is $\frac{3}{4}$ mile on the right side of the road. Visitor parking is to the left.

Marc Train Service

Ride the Marc Penn Line Train from both the South and North and exit at the BWI Marc Train Station. When you exit the train follow directions to the crossover (tracks) and you will find an exit door on the second floor leading to a pedestrian bridge. This pedestrian bridge will carry you (1600 ft.) to MDOT.

Light Rail Service

Ride the light rail from the North to the BWI Airport Station. There is shuttle service from the BWI Airport to BWI Marc Train Station. Take the crossover (tracks) and on the second floor there is an exit to the Pedestrian Bridge for MDOT. This pedestrian bridge will carry you (1600 ft.) to MDOT.

PRE-PROPOSAL CONFERENCE SPECIFIC ATTENDANCE INFORMATION

MDTA – OPENTEXT LIVE LINK ENTERPRISE CONTENT MANAGEMENT SYSTEM AND SUPPORT SERVICES
CATS+ TORFP #J01B5400014

WEDNESDAY, JANUARY 7, 2015, @ 2:00 PM

7201 CORPORATE CENTER DRIVE,

HANOVER, MD 21076

TSO – Bentley Conference Room, 2nd Floor

- This Pre-Proposal Conference will address the procurement, review TORFP documents, and give Companies a chance to ask questions.
- You are asked to bring a copy of the complete TORFP and a Business Card to help facilitate the sign-in process.
- NOTE: Due to our new building security policy, all MDOT visitors must provide a valid driver's license in order to gain access to the building.
- RSVP by: Tuesday January 6, 2015, 2:00 p.m.
- Pre-Registration must is required.
- Invitations are extended to your colleagues and business partners of you company (limit two (2) guests per company).
- Attendance at the pre-proposal conference is not mandatory, but all Offerors are encouraged to attend.

REGISTRATION FORM

Please complete the information below for all persons who plan to attend and email it to jpalechek@mdot.state.md.us OR fax it to 410-865-1388.

Name:	
Title:	
Company:	
Address:	
Email:	
Phone:	

NOTE: DUE TO OUR NEW BUILDING SECURITY POLICY, ALL NON_STATE OF MARYLAND EMPLOYEES MUST PROVIDE A VALID DRIVER'S LICENSE NUMBER IN ORDER TO GAIN ACCESS TO THE BUILDING.

In order to assure adequate seating and other accommodations at the pre-proposal conference please complete and return the attached Registration Form (See above) **no later than Tuesday, January 6, 2015, 2:00 pm Local Time**. You may email your completed form to jpalechek@mdot.state.md.us or fax it to 410-865-1388.

ATTACHMENT 7 NOTICE TO PROCEED (SAMPLE)

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS+ J01B5400014 (TORFP #): J01B5400014

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 Maryland Transportation Authority (MDTA) 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,

<<TO Manager>>

Enclosures (2)

cc: Sheronda Williams, TO Manager

Procurement Liaison Office, Department of Information Technology

Project Oversight Office, Department of Information Technology

Task Order Procurement Officer

ATTACHMENT 8 AGENCY RECEIPT OF DELIVERABLE FORM

THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP.

ATTACHMENT 9 AGENCY DELIVERABLE PRODUCT ACCEPTANCE FORM

THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP.

ATTACHMENT 10 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+ TORFP #J01B5400014 for Project Management Resources. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to this project. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information described 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 it's 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 the TO Manager at MDTA 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: _____

ATTACHMENT 11 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 Transportation Authority, MDTA (the "Department or Agency"), 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 Project Management TORFP No. J01B5400014 dated _____, (the "TORFP") issued under the Consulting and Technical Services procurement issued by the Department or Agency, Project Number 060B2490023; 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 this project (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 or Agency, all copies of the Confidential Information in its care, custody, control or possession upon request of the Department or Agency 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 Master Contract 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:
 - This Agreement shall be governed by the laws of the State of Maryland;
 - 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;
 - The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;
 - The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;
 - Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures; and
 - The Recitals are not merely prefatory but are an integral part hereof.

TO Contractor/TO Contractor’s Personnel:

MDTA:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**EXHIBIT A – FOR THE NONDISCLOSURE AGREEMENT (TO CONTRACTOR)
TO CONTRACTOR’S EMPLOYEES AND AGENTS WHO WILL BE GIVEN ACCESS TO THE
CONFIDENTIAL INFORMATION**

Printed Name and Address
of Employee or Agent

Signature

Date

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

ATTACHMENT 12 TO CONTRACTOR SELF-REPORTING CHECKLIST

The purpose of this checklist is for CATS+ Master Contractors to self-report on adherence to procedures for task orders (TO) awarded under the CATS+ Master Contract. Requirements for TO management can be found in the CATS+ 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@maryland.gov with the TO number in the subject line.

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

<p>C) Does each accepted substitution possess equivalent or better education, experience and qualifications than incumbent personnel? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)</p>
<p>Was the substitute approved by the agency in writing? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)</p>
<p>Section 4 – MBE Participation</p>
<p>A) What is the MBE goal as a percentage of the TO value? % (If there is no MBE goal, skip to Section 5)</p>
<p>B) Are MBE reports D-5 and D-6 submitted monthly? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)</p>
<p>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 subcontractor; \$10,000 was paid to date on the TO; the MBE percentage is 30% ($3,000 \div 10,000 = 0.30$))</p>
<p>Is this consistent with the planned MBE percentage at this stage of the project? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)</p>
<p>Has the Master Contractor expressed difficulty with meeting the MBE goal? Yes <input type="checkbox"/> No <input type="checkbox"/> (If yes, explain the circumstances and any planned corrective actions)</p>
<p>Section 5 – TO Change Management</p>
<p>A) Is there a written change management procedure applicable to this TO? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)</p>
<p>B) Does the change management procedure include the following? Yes <input type="checkbox"/> No <input type="checkbox"/> Sections for change description, justification, and sign-off Yes <input type="checkbox"/> No <input type="checkbox"/> Sections for impact on cost, scope, schedule, risk and quality (i.e., the impact of change on satisfying TO requirements) Yes <input type="checkbox"/> No <input type="checkbox"/> A formal group charged with reviewing / approving / declining changes (e.g., change control board, steering committee, or management team)</p>
<p>C) Have any change orders been executed? Yes <input type="checkbox"/> No <input type="checkbox"/> (If yes, explain expected or actual impact on TO cost, scope, schedule, risk and quality)</p>
<p>D) Is the change management procedure being followed? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)</p>

SUBMIT AS INSTRUCTED IN TORFP.

ATTACHMENT 13 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 and Date: _____

ATTACHMENT 14 MERCURY AFFIDAVIT

THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP.

**ATTACHMENT 15 VETERAN SMALL BUSINESS ENTERPRISE PARTICIPATION (VSBE)
FOR STATE OF MARYLAND**

The VSBE subcontractor participation goal for this solicitation is 0%.

ATTACHMENT 16 CERTIFICATION REGARDING INVESTMENTS IN IRAN

Authority: State Finance & Procurement, §§17-701 – 17-707, Annotated Code of Maryland [Chapter 447, Laws of 2012.]

List: The Investment Activities in Iran list identifies companies that the Board of Public Works has found to engage in investment activities in Iran; those companies may not participate in procurements with a public body in the State. “Engaging in investment activities in Iran” means:

- Providing goods or services of at least \$20 million in the energy sector of Iran; or
- For financial institutions, extending credit of at least \$20 million to another person for at least 45 days if the person is on the Investment Activities In Iran list and will use the credit to provide goods or services in the energy of Iran.

The Investment Activities in Iran list is located at: www.bpw.state.md.us

Rule: A company listed on the Investment Activities In Iran list is ineligible to bid on, submit a proposal for, or renew a contract for goods and services with a State Agency or any public body of the State. Also ineligible are any parent, successor, subunit, direct or indirect subsidiary of, or any entity under common ownership or control of, any listed company.

NOTE: This law applies only to new contracts and to contract renewals. The law does not require an Agency to terminate an existing contract with a listed company.

CERTIFICATION REGARDING INVESTMENTS IN IRAN

The undersigned certifies that, in accordance with State Finance & Procurement Article, §17-705:

- (i) it is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in §17-702 of State Finance & Procurement; and
- (ii) it is not engaging in investment activities in Iran as described in State Finance & Procurement Article, §17-702.

The undersigned is unable make the above certification regarding its investment activities in Iran due to the following activities:

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____ Title: _____

Witness Name (Typed or Printed): _____

Witness Signature and Date: _____

ATTACHMENT 17 SAMPLE WORK ORDER

THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP.

ATTACHMENT 18 PERFORMANCE EVALUATION FORM

Solicitation Title: Project Management

TORFP #J01B5400014

Name of individual being evaluated: <insert name>

(The TO Contractor shall submit one Performance Evaluation Form for each employee as required)

Evaluation Month & Year: _____

Role (TORFP Section 2.7): _____

Labor Category: _____

TO Contractor Name: _____

TO Contractor Contact: _____

TO Manager: _____

MDTA: _____

PROJECT PERSONNEL PERFORMANCE RATING*

The information below shall be completed by the TO Manager or Designee and returned to the TO Contractor

Performance Area	Satisfactory	Unsatisfactory
Attendance and Timeliness		
Work Productivity		
Work Quality		
Teamwork		
Communication		
Customer Service		

*Project Personnel must maintain a “Satisfactory” rating for each performance area. The TO Contractor shall take action to address any unsatisfactory rating. At the TO Manager’s discretion, employee performance may be rejected and payment withheld pending employee performance mitigation or employee substitution.

Employee performance overall is accepted.

Employee performance overall is rejected (for reasons indicated below).

REASON(S) FOR UNSATISFACTORY EMPLOYEE PERFORMANCE RATING/S:

OTHER COMMENTS:

Signature of Evaluator

Date

Signature of TO Contractor

Date

ATTACHMENT 19 CRIMINAL BACKGROUND CHECK AFFIDAVIT

AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the _____ (Title)_____ and the duly authorized representative of _____(Master Contractor)_____ and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

I hereby affirm that _____(Master Contractor)_____ has complied with Section 2.10.5 Premises and Operational Security of TORFP # J01B5400015.

I hereby affirm that the _____(Master Contractor)_____ has provided Maryland Transportation Authority with a summary of the security clearance results for all of the candidates that will be working on Task Order Project Management J01B5400014 and all of these candidates have successfully passed all of the background checks required under Section 2.4.3.2 of the CATS + Master Contract; and Section 2.10.5 of this TORFP. Master Contractors hereby agrees to provide security clearance results for any additional candidates at least seven (7) days prior to the date the candidate commences work on this Task Order.

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.

Master Contractor

Typed Name

Signature

Date

Submit Prior to Commencement of Work

ATTACHMENT 20 SMALL BUSINESS CONTRACT AFFIDAVIT

******* PROVIDING FALSE INFORMATION *******

Anyone providing false information to the State of Maryland in connection with obtaining or attempting to obtain a contract under Small Business Reserve or Preference procurement may be subject to the following:

1. A determination by a Procurement Officer that a bidder/offeror is not responsible;
2. A determination that a contract entered into is void or voidable under § 11-204 of the State Finance and Procurement Article of the Annotated Code of Maryland;
3. Suspension and debarment under Title 16 of the State Finance and Procurement Article;
4. Criminal prosecution for procurement fraud (§ 11-205.1 of the State Finance and Procurement Article), perjury, or other crimes; and
5. Other actions permitted by law.

******* FAILURE TO MEET MINIMUM QUALIFICATIONS *******

Any Bidder or potential bidder failing to meet the qualifications of a "small business" specified in § 14-501(c) of the State Finance and Procurement Article will be ineligible to participate in a procurement designated for a Small Business Reserve under § 14-504 or Small Business Preference under § 14-206 - 207. Any person or company bidding on Small Business Reserve or Preference procurement and not qualifying as a small business under § 14-501(c) will have its bid or offer rejected on the ground that the bidder is not responsible.

I AFFIRM THAT:

To the best of my knowledge, information, and belief, as of the date of submission of this Bid/Proposal, _____ (name of firm) meets the qualifications for certification as a Small Business in Maryland. I further affirm that, if for any reason during the term of the contract (name of firm) no longer meets the qualifications for certification as a Small Business in Maryland; I will notify the Procurement Officer within 30 days. I agree that a failure to so notify the Procurement Officer of this change in circumstances may result in this contract being terminated for default.

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.

SMALL BUSINESS QUALIFICATION NUMBER: _____

Date of Most Recent Qualification: _____

DATE: _____

BY: _____

Signature (Authorized Representative and Affidavit)

NOTICE TO BIDDERS

SMALL BUSINESS RESERVE PROCUREMENT

This is a Small Business Reserve Procurement for which award will be limited to Certified Small Business vendors. Only businesses that meet the statutory requirements set forth in State Finance and Procurement Article, § 14-501 - 14-505, Annotated Code of Maryland, and who are registered with the Department of General Services Small Business Reserve Program are eligible for award of a contract.

For the purposes of a Small Business Reserve Procurement, a small business is a business, other than a broker, that meets the following criteria:

- The business is independently owned and operated;
- The business is not a subsidiary of another business;
- The business is not dominant in its field of operation;
- The **wholesale** operations of the business did not employ more than 50 persons, and the gross sales of the business did not exceed an average of \$4,000,000 in its more recently completed 3 fiscal years;*
- The **retail** operations of the business did not employ more than 25 persons, and the gross sales of the business did not exceed an average of \$3,000,000 in its most recently completed 3 fiscal years;*
- The **manufacturing** operations of the business did not employ more than 100 persons, and the gross sales of the business did not exceed an average of \$2,000,000 in its most recently completed 3 fiscal years;*
- The **service** operations of the business did not employ more than 100 persons, and the gross sales of the business did not exceed an average of \$10,000,000 in its more recently completed 3 fiscal years;* and
- The **construction** operations of the business did not employ more than 50 persons, and the gross sales of the business did not exceed an average of \$7,000,000 in its most recently completed 3 fiscal years.*
- The **architectural and engineering** operations of the business did not employ more than 100 persons, and the gross sales of the business did not exceed an average of \$4,500,000 in its most recently completed 3 fiscal years*.

* If a business has not existed for three years, the gross sales average is computed for the period of the business's existence. For newly formed businesses the determination will be based upon employment levels and projected gross sales.

Further information on the certification process is available at www.dgs.state.md.us and click on the Small Business Reserve hyperlink.