

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

Data Entry Support

CATS TORFP PROJECT NUMBER J01P7200002

Maryland Department of Transportation Office of Transportation Technology Services

ISSUE DATE: August 1, 2006

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KEY INFORMATION SUMMARY SHEET

This Consulting and Technical Services (CATS) Task Order Request for Proposals (TORFP) is issued to obtain the services necessary to satisfy the requirements defined in Section 2 - Scope of Work. All CATS Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. Those Master Contractors deciding not to submit a TO Proposal are required to submit the reason(s) why per Section 3.1 of the TORFP. In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS RFP issued by the Maryland Department of Budget and Management (DBM), Office of Information Technology (OIT) and subsequent Master Contract Project Number 050R5800338, including any amendments.

Although information from the Contractors must be sent to concurrent individuals as stated in
this Key Information Summary Sheet, all correspondence from MDOT to the Contractors shall
be sent only by the MDOT Contracts Manager or designee.

TORFP NAME:	Data Entry Support	
FUNCTIONAL AREA:	FA6 - Systems/Facility Management and Maintenance	
TORFP ISSUE DATE:	August 1, 2006	
Closing Date and Time:	August 22, 2006 at 12:00 PM	
TORFP Issuing Office:	Maryland Department of Transportation	
	Office of Transportation Technology Services	
Questions and Proposals are to be	MDOT Contracts Manager – Peter Arrey	
sent to:	Email Address: parrey@mdot.state.md.us	
Questions must be submitted no	MDOT Contracts Administrator – Carl Stein	
later than 10 working days prior to proposal due date.	Email Address: cstein@mdot.state.md.us	
	TO Manager – Debbie Crapster	
	Email Address: <u>dcrapster@mdot.state.md.us</u>	
TO Contract Manager	Peter Arrey, Contracts Manager	
	Office Phone (410) 865 – 1372	
	Email Address: parrey@mdot.state.md.us	
TO Manager:	Debbie Crapster	
	Office Phone: (410) 787 – 7967	
	FAX: 410-768 – 4484	
	dcrapster@mdot.state.md.us	
Project Number:	ADPICS PO	
TO Type:	Time and Materials	
Period of Performance:	1 year w/1 one year renewal option	
MBE Goal:	0%	
SBR	yes	
Primary Place of Performance:	One Orchard Road	
	Glen Burnie, Maryland	
State Furnish Work Site and/or	Office Desk Space and networked PC with email and software	
Access to Equipment, Facilities or	applications for on-site staff.	
Personnel:		

NOTICE TO MASTER CONTRACTORS

All CATS Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. Those Master Contractors deciding not to submit a TO Proposal are required to submit the reason(s) why per Section 3.1 of the TORFP. If you have chosen not to propose to this TORFP, you must complete and email this notice to the TO Procurement Officer, Peter Arrey. If you are submitting a TO Proposal, we also ask that you take a few minutes and provide comments and suggestions regarding the enclosed TORFP.

TORFP Title: Data Entry Support TORFP No.: J01P7200002

1. If you have responded with a "not submitting Task Order Proposal", please indicate the reason(s) below:

- () Other commitments preclude our participation at this time.
- () The subject of the TORFP is not something we ordinarily provide.
- () We are inexperienced in the services required.
- () Specifications are unclear, too restrictive, etc. (Explain in REMARKS section.)
- () The scope of work is beyond our present capacity.
- () Doing business with the State of Maryland is too complicated. (Explain in REMARKS section.)
- () We cannot be competitive. (Explain in REMARKS section.)
- () Time allotted for completion of a Task Order Proposal is insufficient.
- () Start-up time is insufficient.
- () Bonding/Insurance requirements are too restrictive. (Explain in REMARKS section.)
- () TORFP requirements (other than specifications) are unreasonable or too risky. (Explain in REMARKS section.)
- () MBE requirements. (Explain in REMARKS section.)
- () Prior State of Maryland contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section.)
- () Payment schedule too slow.

Other:

()

2. If you have submitted a Task Order Proposal, but wish to offer suggestions or express concerns, please use the Remarks section below.

Remarks:

Master Contractor	
Name:	Date:
Contact Person:	Phoneemail

SECTION 1 - ADMINISTRATIVE INFORMATION

1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT

The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement scope issues, and for authorizing any changes to the TO Agreement. See Section 2.14 for information on change orders.

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

1.2 TO AGREEMENT

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

1.3 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the stated date and exact time. The time will be local time as determined by the MDOT e-mail system time stamp. The TO Proposal is to be submitted via e-mail as two attachments in MS Word format. The "subject" line in the e-mail submission shall state the TORFP #J01P7200002. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS TORFP #J01P7200002 Technical". The second file will be the financial response to this CATS TORFP and titled, "CATS TORFP #J01P7200002 Financial".

1.4 EMARYLANDMARKETPLACE FEE

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

The rate(s) or price(s) of the proposal/bid shall include the appropriate fee as per the COMAR 21.02.06.03 fee schedule. Fees may not be quoted as a separate add-on price. A total TO Agreement value that is other than an even dollar amount will be rounded to the nearest whole dollar to determine the appropriate fee level. For example, a total TO Agreement value of \$50,000.49 will be rounded to \$50,000 and a Level 1 fee will apply. A total TO Agreement value of \$50,000.50 will be rounded to \$50,001 and a Level 2 fee will apply.

1.5 CONFLICT OF INTEREST

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

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

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

1.6 NON-DISCLOSURE AGREEMENT

Certain system documentation may be available for potential Offerors to review at a reading room at OTTS One Orchard Road, Glen Burnie, Maryland 21060. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement in the form of Attachment 7. Please contact the TO Procurement Officer of this TORFP to schedule an appointment.

In addition, certain documentation may be required by the TO Contractor awarded the TO Agreement in order to fulfill the requirements of the TO Agreement. The TO Contractor, employees and agents who review such documents will be required to sign, including but not limited to, a Non-Disclosure Agreement in the form of Attachment 8.

1.7 LIMITATION OF LIABILITY CEILING

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

SECTION 2 – SCOPE OF WORK

2.1 PURPOSE, AGENCY INFORMATION, BACKGROUND, AND OBJECTIVES

2.1.1 PURPOSE

MDOT OTTS is issuing this CATS TORFP to obtain resource(s) to provide traditional "heads down" data entry services to assist MDOT staff in assuring timely completion of the MDOT Bi-Weekly payroll cycle and other applications that require the use of data entry services. These resources will only be required for keying the MDOT Payroll date from paper handwritten time sheets into the Departments data entry system using a PC configured with an 029 keyboard. Due to the criticality of assuring that payroll is always processed in a timely fashion, the resources who perform the data entry are considered "Essential Personnel" on the days that payroll is being processed. *Note - Essential Personnel are required to be at the workplace at their appointed time regardless of inclement weather or other acts of nature that may cause State Government agencies to close or open late*

2.1.2 MDOT OTTS INFORMATION

The Maryland Department of Transportation (MDOT), Office of Transportation Technology Services (OTTS) provides enterprise-wide infrastructure support to the MDOT Transportation Business Units (TBUs) and to its external mainframe customers, including Public Safety, the Comptroller's Office, and the Court System. OTTS provides Mainframe and Network support at the Enterprise level. Additionally, support is provided for a variety of PC and web-based applications.

Our mission, vision, and values are stated below.

- OTTS Mission: To provide high quality service and products to support our customers in reaching their goals through the combination of Skilled Personnel, Technological Excellence, Emerging Technologies, and Innovative Resources.
- OTTS Vision: To support a World-class Transportation System through IT Excellence.

OTTS Values: We consider these values to be an important part of <u>all</u> our activities: Quality Respect Equality Flexibility Honesty Recognition Empowerment Communication Integrity Diversity Teamwork Innovation

BACKGROUND

OTTS operates a twenty-four (24) hours a day, seven (7) days a week Data Center and is tasked with providing Information Technology services for all agencies (TBUs) within the Maryland Department of Transportation. OTTS is responsible for the support of the mainframe infrastructure but also maintains an Applications Development (AD) group to support software applications and a Software Configuration Management (SCM) team to support software configuration management for both Mainframe Cobol and Client Server systems. OTTS implements the Department's information technology vision, standards, architecture, and planning processing, along with providing internal data, information, and communications services.

2.1.3 OBJECTIVES

The objective of this CATS TORFP is to obtain two (2) qualified personnel to provide on-going data entry support for the Departments payroll application.

2.2 TO CONTRACTOR PERSONNEL DUTIES AND RESPONSIBLITIES

- TO Contractor shall provide two (2) resources to work with OTTS Data Entry staff to key payroll timecards using the Departments Data Entry Software VIKING[™].
- The two resources shall be considered "Essential personnel" and will have to work the days and hours shown in Exhibit D regardless of weather-related or other State Agency closings.
- The two resources shall have had exposure to or a working knowledge of the 029 Keyboard.
- The two resources shall have had experience in performing data entry and be able to maintain a keystroke average of between 9,000 and 10,000 keystrokes per hour.

2.3 TO MANAGEMENT

The manager of MDOT OTTS Data Services will assign and track tasks accordingly to the personnel being provided and monitor the work being performed. Through the monthly accounting of hours deliverable for work types, the Manager will be able to reconcile the work to the hours using MDOT-provided project management tools. The Manager shall act as the Task Order (TO) Manager for this TORFP.

2.4 PERFORMANCE EVALUATION AND STANDARDS

TO Contractor personnel will be evaluated by the TO Manager on a quarterly basis for each assignment performed during that period. The performance metrics will be the keystrokes per hour rate that the resources maintain for that period of work.

2.5 MITIGATION PROCEDURES

Should an evaluation of any TO Contractor's personnel indicate poor or non-performance, the TO Manager will follow the established mitigation process included as Exhibit C, prior to requesting that the TO Contractor provide a replacement employee.

2.6 WORK HOURS

The TO Contractor's assigned personnel working at the State facility shall mostly work during normal business workdays between the hours of 1:00 p.m. and 11:30 p.m., local time, on the dates specified in Exhibit D of this Scope of Work.

There may be some instances that the Contractor personnel shall need to work beyond these hours or on the weekends. . .

2.7 **DELIVERABLES**

Deliverables will be as follows:

A. Personnel

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

B. Monthly Status Report

Contractor personnel shall submit monthly status reports to the TO Manager. The status reports shall be submitted on or before the fifteenth day of the month following the reporting period and shall contain, as a minimum, the following information:

- (a) Work accomplished during the reporting period via hours entered against tasks with MDOT-provided project management tools, to be used for updating work plans;
- (b) Planned activities for the next reporting period via new tasks, to be used for updating work plans with MDOT-provided project management tools; and
- (c) A time report of the hours worked by each of the Contractor personnel.

2.8 **REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES**

The TO Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting information technology work, which may be created or changed periodically. The TO Contractor shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards and guidelines affecting work execution. These may include, but are not limited to:

1. The TO Contractor shall obtain a Criminal Justice Information System (CJIS) State and Federal criminal background check, including fingerprinting, for each individual performing services under this TORFP.

2.9 TO CONTRACTOR PERSONNEL MINIMUM QUALIFICATIONS AND CERTIFICATIONS

- Experience with the 029 Keyboard
- Data Entry services experience

- Ability to maintain a keystroke average between 9,000 10,000 keystrokes an hour. * A typing / data entry test will be given to each potential candidate prior to making the selection.
- Prior experience with the use of VIKING[™] Data entry software is desired but not mandatory. If the resource has experience with other Data entry software that should be noted in the response to this scope of work.

2.10 TO CONTRACTOR EXPERTISE REQUIRED

The TO Contractor shall be capable of furnishing all necessary services required to successfully complete all tasks and work requirements and produce high quality deliverables described herein. The TO Contractor shall demonstrate, in its proposal, that it possesses such expertise in-house or has fostered strategic alliances with other firms for providing such services.

2.11 SUBSTITUTION OF PERSONNEL

The TO Contractor shall only propose staff available at the time of the TO Proposal and that satisfy the personnel qualifications specified in the Master Contract. In addition, the TO Contractor shall abide by the substitution of personnel requirements in the Master Contract, Section 2.11.8.

2.12 NON-PERFORMANCE OF PERSONNEL

In the event that OTTS is dissatisfied with the TO Contractor's personnel for not performing to the specified standards specified in Section 2.4, the TO Contractor personnel may be removed at the TO Manager's discretion. Both parties will be in full communication as to the nature of the dissatisfaction and previous mitigation efforts included in Section 2.5. Replacement personnel must have qualifications equal to or greater than that of the non-performing person initially proposed and evaluated and accepted in the TO Agreement. The TO Manager will determine the amount of time the TO Contractor has to provide a replacement.

2.13 INVOICING

Invoices shall be submitted monthly. Invoices will reflect costs for hours worked indicated in the monthly status reports (Deliverable 2. 7B). Upon verification and acceptance of the invoices by the TO Manager, payment will be made to the TO Contractor.

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS Master Contract. Invoices for payment shall contain the TO Contractor's Federal Employer Identification Number (FEIN), as well as the information described below, and must be submitted to the TO Manager for payment approval. Payment of invoices will be withheld if a signed Acceptance of Deliverable form – Attachment 6, is not submitted.

On-call hours would be billed based on actual time worked.

2.13.1 INVOICE SUBMISSION PROCEDURE

This procedure consists of the following requirements and steps:

- A) The invoice shall identify MDOT OTTS, deliverable description, associated TO Agreement number, date of invoice, period of performance covered by the invoice, and a TO Contractor point of contact with telephone number.
- B) The TO Contractor shall send the original of each invoice and supporting documentation (itemized billing reference for employees, including detail of work hours) submitted for payment to MDOT OTTS at the following address:

One Orchard Road Glen Burnie, Maryland 21060 Attention: Tom Reed Bill Bryant

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

2.14 CHANGE ORDERS

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

SECTION 3 - TO PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1 **REQUIRED RESPONSE**

Each Master Contractor receiving this CATS TORFP must respond within the submission time designated in the Key Information Summary Sheet. Each Master Contractor is required to submit one of two possible responses: 1) a proposal or 2) a completed Notice to Master Contractors explaining why the Master Contractor will not be submitting a proposal.

3.2 FORMAT

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

3.2.1 THE TECHNICAL PORTION OF THE TO PROPOSAL SHALL INCLUDE:

- A) Proposed Services
 - 1) Requirements: A detailed discussion of the Master Contractor's understanding of the work and the Master Contractor's capabilities, approach and solution to address the requirements outlined in Section 2.
 - 2) Assumptions: A description of any assumptions formed by the Master Contractor in developing the Technical Proposal.
- B) Proposed Personnel
 - 1) Identify and provide resumes for all proposed personnel by labor category.
 - 2) Certification that all proposed personnel meet the minimum required qualifications and possess the required certifications in Section 2.8.
 - 3) Complete and provide Attachment 4 Labor Classification Personnel Resume Summary.
 - 4) Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under this TO Agreement.
- C) Subcontractors
 - 1) Identify all proposed subcontractors and their full roles in the performance of this TORFP Scope of Work.
- D) Master Contractor and Subcontractor Experience and Capabilities
 - 1) Provide three examples of work assignments that the proposed personnel have completed that were similar in scope to the one defined in this TORFP. Each of the three examples must include a reference complete with the following:
 - a) Name of organization.
 - b) Name, title, and telephone number of point-of-contact for the reference.
 - c) Type and duration of contract(s) supporting the reference.
 - d) The services provided, scope of the contract and performance objectives satisfied as they relate to the scope of this TORFP.
 - e) Whether the proposed personnel are still providing these services and, if not, an explanation of why services are no longer provided to the client organization. ADD NEW MARYLAND EXPERIENCE SECTION !

E) State Assistance

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

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

3.2.2 THE FINANCIAL RESPONSE OF THE TO PROPOSAL SHALL INCLUDE:

- A) A description of any assumptions on which the Master Contractor's Financial Proposal is based.
- B) Completed Financial Proposal Attachment 1 including:

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

SECTION 4 - PROCEDURE FOR AWARDING A TO AGREEMENT

4.1 EVALUATION CRITERIA

The TO Contractor will be selected from among all eligible Master Contractors within the appropriate functional area responding to the CATS TORFP. In making the TO Agreement award determination, MDOT OTTS will consider all information submitted in accordance with Section 3.

4.2 TECHNICAL CRITERIA

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

- Ability to maintain the keystroke average of **9,000 to 10,000** Keystrokes per hour.
- Prior hands on experience with VIKING[™] or similar Data entry software
- Experience performing the duties and responsibilities required in Section 2.2, experience, and education required, of the Master Contractor's proposed personnel.

4.3 SELECTION PROCEDURES

- 4.3.1 Proposed personnel will be assessed for compliance with the minimum qualifications in Section 2.9 of the TORFP. Master Contractors' proposing personnel who fail to meet the minimum qualifications will be disqualified and their proposals eliminated from further consideration.
- 4.3.2 TO Proposals deemed technically qualified will have their financial proposal considered. All others will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.
- 4.3.3 The State will conduct interviews of all personnel proposed in each TO Proposal that meets minimum qualifications.
- 4.3.4 Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.
- 4.3.5 The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment. In making this selection, technical merit has greater weight than price.

4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT

Commencement of work in response to a TO Agreement shall be initiated only upon issuance of a fully executed TO Agreement, Purchase Order and by a Notice to Proceed authorized by the TO Procurement Officer.

ATTACHMENT 1 - PRICE PROPOSAL

PRICE PROPOSAL FOR CATS TORFP # LABOR CATEGORIES

	А	В	С
Labor Categories	Hourly Labor Rate	Total Class Hours Annually	Total Proposed CATS TORFP Price
(Insert Proposed Labor Categories for this TORFP)			
Year 1			
Data Entry Support	\$	550	\$
Data Entry Support	\$	550	\$
Year 2 (Option)			
Data Entry Support	\$	550	\$
Data Entry Support	\$	550	\$
	Total Eva	luated Price	\$

Authorized Individual Name

Company Name

Title

Company Tax ID #

The Hourly Labor Rate is the actual rate the State will pay for services and must be recorded in dollars and cents. The Hourly Labor Rate cannot exceed the Master Contract Rate, but may be lower. Time for travel will be reimbursed as allowed in Section 2.2.4 of the Master Contract.

SUBMIT THIS WITH THE FINANCIAL RESPONSE

ATTACHMENT 2 - Task Order Agreement

CATS TORFP #J01P7200002 OF MASTER CONTRACT # 050R5800338

This Task Order Agreement ("TO Agreement") is made this day day of Month, 200X by and between MASTER CONTRACTOR and the STATE OF MARYLAND, Department of Transportation, Office of Transportation Technology Services.

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

- 1. Definitions. In this TO Agreement, the following words have the meanings indicated:
 - a. "Agency" means the Office of Transportation Technology Services, as identified in the CATS TORFP # ADPICS PO.
 - b. "CATS TORFP" means the Task Order Request for Proposals # ADPICS PO, dated MONTH DAY, YEAR, including any addenda.
 - c. "Master Contract" means the CATS Master Contract between the Maryland Department of Budget and Management and MASTER CONTRACTOR dated December 19, 2005.
 - d. "TO Procurement Officer" means **TO Procurement Officer**. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
 - e. "TO Agreement" means this signed TO Agreement between the Office of Transportation Technology Services and MASTER CONTRACTOR.
 - f. "TO Contractor" means the CATS Master Contractor awarded this TO Agreement, whose principal business address is (need MDOT address) and whose principal office in Maryland is (need MDOT address)
 - g. "TO Manager" means Debbie Crapster of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
 - h. "TO Proposal Technical" means the TO Contractor's technical response to the CATS TORFP dated date of TO Proposal Technical.
 - i. "TO Proposal Financial" means the TO Contractor's financial response to the CATS TORFP dated date of TO Proposal FINANCIAL.
 - j. "TO Proposal" collectively refers to the TO Proposal Technical and TO Proposal Financial.

- 2. Scope of Work
- 2.1. This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supercede the Master Contract.
- 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
 - a. The TO Agreement,
 - b. Exhibit A CATS TORFP
 - c. Exhibit B TO Proposal-Technical
 - d. Exhibit C TO Proposal-Financial
- 2.3 The TO Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the TO Agreement. No other order, statement or conduct of the TO Procurement Officer or any other person shall be treated as a change or entitle the TO Contractor to an equitable adjustment under this section. Except as otherwise provided in this TO Agreement, if any change under this section causes an increase or decrease in the TO Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the TO Agreement price shall be made and the TO Agreement modified in writing accordingly. The TO Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the TO Contractor shall be allowed if asserted after final payment under 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 one year, commencing on the date of Notice to Proceed and terminating on MONTH DAY, YEAR.

- 4. Consideration and Payment
- 4.1 The consideration to be paid the TO Contractor shall be done so in accordance with the CATS TORFP and shall not exceed \$total amount of task order. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.
- 4.2 Payments to the TO Contractor shall be made as outlined Section 2 of the CATS TORFP, but no later than thirty (30) days after the Agency's receipt of an invoice for services provided by the TO Contractor, acceptance by the Agency of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.

- 4.3 Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is Federal ID number. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices must be submitted to the Tom Reed, Bill Bryant, Office of Transportation Technology Services – One Orchard Road, Glen Burnie, Maryland 21060.
- 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 DEPARTMENT OF TRANSPORTATION, OFFICE OF TRANSPORTATION TECHNOLOGY SERVICES

By: insert name, TO Procurement Officer

Date

Witness: _____

ATTACHMENT 3 - Conflict Of Interest Affidavit And Disclosure

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

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

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

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

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

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

Date:_____ By:____

(Authorized Representative and Affiant)

SUBMIT THIS WITH THE TECHNICAL RESPONSE

ATTACHMENT 4 - Labor Classification Personnel Resume Summary

INSTRUCTIONS:

- 1. Master Contractors must comply with all personnel requirements under the Master Contract RFP 050R5800338.
- 2. Only labor categories proposed in the Master Contractors Technical proposal may be proposed under the CATS TORFP process.
- 3. For each person proposed in any of the labor categories, complete one Labor Category Personnel Resume Summary to document how the proposed person meets each of the minimum requirements.

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

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

ATTACHMENT 4 Labor Classification Personnel Resume Summary (Continued)

Proposed Individual's Name/Company:	How does the proposed individual meet each requirement?
LABOR CLASSIFICATION TITLE - (INSERT LABOR CATEGORY NAME)
Education:	
(Insert the education description from the CATS RFP	
from section 2.12 for the applicable labor category.)	
Experience:	
(Insert the experience description from the CATS RFP	
from section 2.12 for the applicable labor category.)	
nom section 2.12 for the uppreable habor category.)	
Duties:	
(Insert the duties description from the CATS RFP from	
section 2.12 for the applicable labor category.)	

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

Contractor's Contract Administrator:

Signature

Date

Proposed Individual:

Signature

Date

SUBMIT THIS WITH THE TECHNICAL RESPONSE

ATTACHMENT 5 - Directions to the Pre-TO Proposal Conference NEW Driving directions for MDOT Headquarters

7201 Corporate Center Dr. Hanover, Md. 21076

Baltimore:

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

Washington:

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

<u>Annapolis:</u>

From I-97; Take I-97 North to Rte.100 towards Columbia (west). Take Rte. 100 to Rte 170 north towards BWI Airport. Take Rte. 170 to the third traffic light and turn right on Stoney Run Rd. Take Stoney Run rd. through traffic light to stop sign. Turn left on Old Stoney Run Rd. Take Old Stoney Run Rd. to stop sign at Ridge Rd. and turn right. Take Ridge Rd. to the traffic circle and turn right on Corporate Center Dr. Take Corporate Center Dr. to 7201 on left side of road. Parking is on right side of road.

ATTACHMENT 6 - ACCEPTANCE OF DELIVERABLE FORM

Agency Name: Office of Transportation Technology Services

TORFP Title: <u>Data Entry Support</u>

TO Manager: Debbie Crapster - (410) 787 - 7967

To: TO Contractor's Contract Manager

The following deliverable, as required by TO Agreement #J01P7200002, has been received and reviewed in accordance with the TORFP.

Title of deliverable:

TORFP Contract Reference Number: Section #_____

Deliverable Reference ID # _____

This deliverable:



Is accepted as delivered.

Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

TO Manager Signature

Date Signed

ISSUED BY THE TO MANAGER AS REQUIRED IN SECTION 2.12 OF THE TORFP.

ATTACHMENT 7 - NON-DISCLOSURE AGREEMENT (OFFEROR)

This Non- Disclosure Agreement (the "Agreement") is made this ____ day of _____ 200_, by and between

- 1. OFFEROR will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received under Section 1.7, except in connection with the preparation of its TO Proposal.
- 2. Each employee or agent of the OFFEROR who receives or has access to the Confidential Information shall execute a copy of this Agreement and the OFFEROR shall provide originals of such executed Agreements to the State. Each employee or agent of the OFFEROR who signs this Agreement shall be subject to the same terms, conditions, requirements and liabilities set forth herein that are applicable to the OFFEROR.
- 3. OFFEROR shall return the Confidential Information to the State within five business days of the State's Notice of recommended award. If the OFFEROR does not submit a Proposal, the OFFEROR shall return the Confidential Information to the TO Procurement Officer MDOT, OTTS on or before the due date for Proposals.
- 4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR'S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.
- 5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
- 6. This Agreement shall be governed by the laws of the State of Maryland.
- 7. OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than \$20,000 and/or imprisonment not exceeding 5 years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.
- 8. The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

OFFEROR:	BY:
NAME:	TITLE:
ADDRESS:	

SUBMIT AS REQUIRED IN SECTION 1.6 OF THE TORFP

ATTACHMENT 8 - NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

RECITALS

WHEREAS, the TO Contractor has been awarded a Task Order Agreement (the "TO Agreement") for Applications Development and Support TORFP No. dated April 13, 2006, (the "TORFP) issued under the Consulting and Technical Services procurement issued by the Department, Project Number 050R5800338; and

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 confidential Information.
- 5. TO Contractor shall promptly advise the State in writing if it learns of any unauthorized use, misappropriation, or disclosure of the Confidential Information by any of the TO Contractor's Personnel or the TO Contractor's former Personnel. TO Contractor shall, at its own expense, cooperate with the State in seeking injunctive or other equitable relief against any such person(s).
- 6. TO Contractor shall, at its own expense, return to the Department, all copies of the Confidential Information in its care, custody, control or possession upon request of the Department or on termination of the TO Agreement.
- 7. A breach of this Agreement by the TO Contractor or by the TO Contractor's Personnel shall constitute a breach of the TO Agreement between the TO Contractor and the State.

- 8. TO Contractor acknowledges that any failure by the TO Contractor or the TO Contractor's Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the TO Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The TO Contractor consents to personal jurisdiction in the Maryland State Courts. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages from the TO Contractor and the TO Contractor's Personnel for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the TO Contractor or any of the TO Contractor's Personnel to comply with the requirements of this Agreement, the TO Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
- 9. TO Contractor and each of the TO Contractor's Personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement and the TO Contractor shall provide originals of such executed Agreements to the State.
- 10. The parties further agree that:
 - This Agreement shall be governed by the laws of the State of Maryland; a.
 - The rights and obligations of the TO Contractor under this Agreement may not be assigned or delegated, by operation of b. 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; c.
 - d. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;
 - Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures; and e.
 - The Recitals are not merely prefatory but are an integral part hereof. f.

Contractor/Contractor's Personnel:

Office of Transportation Technology Services:

Name:	Name:
Title:	Title:
Date:	Date:

SUBMIT AS REQUIRED IN SECTION 1.6 OF THE TORFP

EXHIBIT A: ACCESS

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

EXHIBIT B: PERFORMANCE EVALUATION

DATE:

CATS TORFP PROJECT NUMBER J01P7200002

EVALUATION PERIOD: XX/XX/XXXX – XX/XX/XXXX

TO MANAGER:

Evaluation Criteria	Rating (Last Quarter)	Rating (This Quarter	<u>Mediation Required</u> (Yes or No)
All tasks for this reporting period were completed.			
Accuracy of work completed			
Lateness / Punctuality			
Overall satisfaction with Contractor Performance this period.			
Invoices delivered in timely fashion			
Accuracy of Invoices submitted			

Rating

- 3. Exceeded the customer expectation
- 2. Met the customers expectation
- 1. Did not meet the customers expectation

Customer will provide input on any area that did not meet the customer expectation.

EXHIBIT C: MITIGATION PROCEDURES

In the event the contractor fails to meet the expectation of the customer, the following mitigation steps will be followed.

- 1. Customer will notify the contractor and contractor personnel of the problem (i.e. Chronic lateness, failure to meet deadlines). This will be done in writing in the form of a letter provided in this attachment.
- 2. Customer may elect to discuss the problem directly with the contractor personnel or with both contractor and contractor personnel to determine the course of action to be taken to resolve the problem and the time frame to resolve it.
- 3. At the end of the time frame allowed to resolve the problem, the customer will notify the contractor that:
 - The problem has been resolved and there is no longer a need to track this problem
 - The problem is partially resolved and the customer is extending the time to resolve the problem
 - The problem is not resolved and the customer wishes to replace the contractor personnel with another resource agreed upon by both the contractor and customer as outlined in 2.12 NON-PERFORMANCE OF PERSONNEL

Note

Any infraction of a violent or criminal nature shall not follow the above mitigation process. The contractor shall provide a replacement resource upon notification from the customer that an act of violence or of a criminal nature has occurred.

Sample Mitigation Letter

Date:

CATS TORFP PROJECT NUMBER J01P7200002

- To: TO Contractor
- From: TO Manager
- SUBJECT Initiation of Mitigation Or Request for Replacement Resource

The purpose of this letter is to inform you that MDOT / OTTS has:

- _____ initiated the mitigation process for a contractor resource
- _____ is requesting a replacement resource due to a Violent or Criminal act.

Description of problem

Customer will provide a description of the problem.

Mitigation steps where applicable

Customer and contractor personnel / contractor will outline the steps to be taken to resolve the problem.

If the problem is of a Violent or Criminal nature, the customer shall indicate that no mitigation will be applied. The contractor shall provide another resource at this time.

Customer Resolution Date:

Customer will assign a date when the problem is to be resolved. If the problem is not resolved by this date the customer make elect to extend the mitigation period or requedebbiest a new resource from the contractor.

EXHIBIT D: PAYROLL KEYING SCHEDULE '2006'

If you see an asterisk (*) next to the Pay number this indicates different day.

Day One		Day Two
1:00 pm – 11:30 pm		1:00 pm – 11:30 pm
PAY 16	08-01-06(Tuesday)	08-02-06(Wednesday)
PAY 17	08-15-06(Tuesday)	08-16-06(Wednesday)
* PAY 18	08-28-06(Monday)	08-29-06(Tuesday)
PAY 19	09-12-06(Tuesday)	09-13-06(Wednesday)
PAY 20	09-26-06(Tuesday)	09-27-06(Wednesday)
PAY 21	10-10-06(Tuesday)	10-11-06(Wednesday)
PAY 22	10-24-06(Tuesday)	10-25-06(Wednesday)
**PAY 23	11-03-06(Friday)	11-06-06(Monday)
** PAY 24	11-17-06(Friday)	11-20-06(Monday)
PAY 25	12-05-06(Tuesday)	12-06-06(Wednesday)
* PAY 26	12-18-06(Monday)`	12-19-06(Tuesday)
PAY 01	01-02-07(Tuesday)	01-03-07(Wednesday)
PAY02	01-16-07(Tuesday)	01-17-07(Wednesday)
PAY03	01-30-07(Tuesday)	01-31-07(Wednesday)
*PAY04	02-12-07(Monday)	02-13-07(Tuesday)
PAY05	02-27-07(Tuesday)	02-28-07(Wednesday)
PAY06	03-13-07(Tuesday)	03-14-07(Wednesday)
PAY07	03-27-07(Tuesday)	03-28-07(Wednesday)
PAY08	04-11-07(Tuesday)	04-12-07(Wednesday)
PAY09	04-24-07(Tuesday)	04-25-07(Wednesday)
PAY10	05-08-07(Tuesday)	05-09-07(Wednesday)
*PAY11	05-21-07(Monday)	05-22-07(Tuesday)
PAY12	06-05-07(Tuesday)	06-06-07(Wednesday)