



**CONSULTING AND TECHNICAL SERVICES (CATS)
TASK ORDER REQUEST FOR PROPOSALS (TORFP)**

**ORACLE DATABASE ADMINISTRATION TECHNICAL
SERVICES**

CATS TORFP PROJECT J01P7200006

MARYLAND TRANSPORTATION AUTHORITY

ISSUE DATE: FEBRUARY 8, 2007

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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 and submit are invited to submit a Task Order (TO) Proposal to this TORFP. All Master Contractors must complete and submit a Master Contractor Feedback form via the CATS website regardless of whether a TO Proposal is submitted or not. The form is accessible via, your CATS Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu. In addition to the requirements of this TORFP, the Master Contractors are subject to all terms conditions contained in the CATS RFP issued by the Maryland Department of Budget and Management (DBM), Office of Information Technology (OIT) and subsequent Master Contract Project Number 050R5800338, including any amendments.

Although information from the Contractors must be sent to concurrent individuals as stated in this Key Information Summary Sheet, all correspondence from MDOT to the Contractors shall be sent only by the MDOT Contracts Manager or designee. Also, all original proposals submitted by the Contractors shall be emailed to the MDOT IT Contract Administrator and copies emailed to all other individuals listed in this Key Information Summary Sheet.

TORFP NAME:	Oracle Database Administration Technical Services
FUNCTIONAL AREA:	FA1 – Enterprise Service Provider
TORFP ISSUE DATE:	February 8, 2007
Closing Date and Time:	March 20, 2007 at 12:00 PM
TORFP Issuing Office:	Maryland Transportation Authority (MdTA) Division of Information Technology (DoIT)
Questions and Proposals are to be sent to: Questions must be submitted no later than 10 working days prior to TORFP closing date.	TO Manager – Debra Stewart Email Address: dstewart@mdta.state.md.us MDOT Contracts Manager – Peter Arrey parrey@mdot.state.md.us MDOT Contracts Administrator – Carl Stein cstein@mdot.state.md.us
TO Procurement Officer:	Joseph D. Zissimos Office Phone Number: 410-537-7521 Office FAX Number: 410-537-7501
TO Manager:	Debra Stewart Office Phone Number: 410-537-1356 Office FAX Number: 410-537-1351
Project Number:	J01P7200006
TO Type:	Time and materials
Period of Performance:	Two years with one 1-year renewal option
MBE Goal:	0 percent
Small Business Reserve (SBR):	No
Primary Place of Performance:	Contractor to provide office space at contractor’s site – Meetings, interviews, other work that must be performed on site will primarily be in Central Maryland area.
TO Pre-Proposal Conference:	MDOT Headquarters March 1, 2007 at 9:00 AM See Attachment 5 for directions.

SECTION 1 - ADMINISTRATIVE INFORMATION

1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT

The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement scope issues, and for authorizing any changes to the TO Agreement. See Section 2.8 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 Maryland Transportation Authority's 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 #J01P7200006. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS TORFP #J01P7200006 Technical". The second file will be the financial response to this CATS TORFP and titled, "CATS TORFP #J01P7200006 Financial". The proposal documents that must be submitted with a signature and Attachment 3 - Conflict of Interest and Disclosure Affidavit, must be submitted as .PDF files with signatures clearly visible.

1.4 eMARYLANDMARKETPLACE FEE

COMAR 21.02.03.06 requires that each Master Contractor that wins a TO Agreement under this TORFP pay a fee to support the operation of eMarylandMarketplace. The fee will be due on each TO Agreement that exceeds \$25,000. The applicable fee will be based on TO value, including any options. Contractors shall pay the fee as provided by COMAR 21.02.03.06 and in accordance with guidelines issued by the Maryland Department of General Services. A copy of COMAR 21.02.03.06 and the guidelines issued by the Maryland Department of General Services can be found on the eMarylandMarketplace web site 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. Refer to RFP Section 1.9 for additional information.

1.5 CONFLICT OF INTEREST

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

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

1.6 NON-DISCLOSURE AGREEMENT

Certain system documentation may be available for potential Offerors to review at a reading room at the Maryland Transportation Authority, 2340 Broening Highway, Baltimore, Maryland. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement (Offeror) in the form of Attachment 6. Please contact the TO Procurement Officer of this TORFP to schedule an appointment.

In addition, certain documentation may be required by the TO Contractor awarded the TO Agreement in order to fulfill the requirements of the TO Agreement. The TO Contractor, employees and agents who review such documents will be required to sign, including but not limited to, a Non-Disclosure Agreement (TO Contractor) in the form of Attachment 7.

1.7 LIMITATION OF LIABILITY CEILING

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

SECTION 2 - SCOPE OF WORK

2.1 PURPOSE AND BACKGROUND

2.1.1 PURPOSE

The Maryland Transportation Authority (Authority) Division of Information Technology (DoIT) is issuing the CATS TORFP to obtain highly qualified technical resources relating to Oracle Database Administration. This CATS TORFP is issued to acquire the services of one (1) qualified resource to provide Oracle Database Administration Services. This individual will develop, enhance, maintain and support many of our mission critical business applications throughout the Authority. The individual will also support other client/server and web-based systems as currently needed or in the future. The individual must be qualified and experienced in the systems identified (or in systems providing similar business functions).

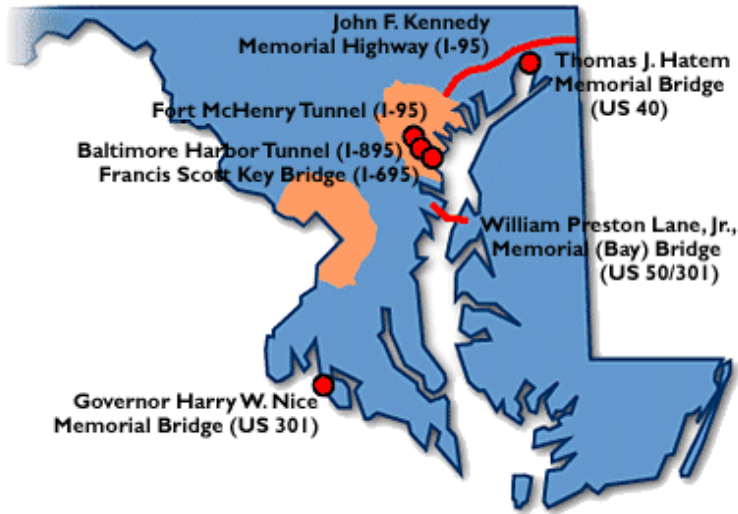
This task order would also allow the Authority to expand resources as the Authority identifies the need. The request and approval process for these additional future resources would follow the CATS Task Order Change Order Process as identified in Section 2.14. We would solicit responses to our request from any prime vendor(s) receiving a part of this task order award. The responses would be evaluated to determine which resource would provide the Authority the best value.

2.1.2 MdTA BACKGROUND

Established in 1971, the Maryland Transportation Authority (“MdTA” or the “Authority”) is an independent State agency that acts “on behalf of” but is separate from the Maryland Department of Transportation (MDOT). By law, the Authority is a group of six citizens who are appointed by the Governor (and confirmed by the Senate) and the Secretary of Transportation, who serves as Chairman of the Authority. MdTA is responsible for constructing, managing, operating and improving the State’s toll facilities, as well as financing new revenue-producing transportation projects for MDOT. The Members have established the position of Executive Secretary to act as the chief executive officer of the Authority, administering the day-to-day business of the agency and its 1,500 employees, including a 500-unit police force.

The Authority is a non-budgeted agency that relies solely on revenues generated from its transportation facilities. Disposition of these revenues is governed by a Trust Agreement between the Authority and its bondholders.

The Maryland Transportation Authority enhances the State’s financial ability to expand its transportation system with state-of-the-art toll facilities that link the major transportation arteries of the East Coast, as well as throughout the state of Maryland. Tolls are the most precise mechanism to fund transportation facilities. They directly link costs with revenues and user benefits with user fees. Toll financing provides dedicated revenues to ensure adequate operation and maintenance of toll facilities.



Since 1971, the Maryland Transportation Authority has been responsible for constructing, operating, maintaining, and improving the State's toll facilities. The Authority also finances new revenue producing transportation projects. The agency's seven toll facilities -- a turnpike, two tunnels and four bridges -- help keep traffic moving in Maryland. Maryland Transportation Authority Police officers are responsible for law-enforcement services at the Authority's toll facilities, Baltimore/Washington International (BWI) Thurgood Marshall Airport and the Port of Baltimore. The nationally accredited Maryland Transportation Authority Police is the seventh-largest police force in the State, with more than 500 sworn and civilian law-enforcement professionals.

The Transportation Authority's projects and services are funded through tolls paid by the customers who use the agency's facilities, other user revenues and the proceeds from toll revenue bonds issued by the Authority. The State enjoys a unique benefit by having all of Maryland's toll facilities operated by one agency. Toll revenues are pooled to cover financing, construction, operating, maintenance and law-enforcement costs, thus providing the strongest possible security for financing transportation-improvement projects. In addition to its own toll facilities, the Authority provides conduit financing for revenue producing transportation capital projects such as parking garages and the new rental car facility at BWI Thurgood Marshall Airport.

Authority Mission, Vision, and Values

OUR MISSION

The Authority will be financial stewards of our dedicated revenue sources to provide vital transportation links that move people and 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
- Financing transportation facilities that offer convenient choices to travelers

OUR VISION

Creating EZ passage Throughout Maryland.

OUR VALUES

- S**ervice
- E**mployee empowerment and accountability
- R**esponsiveness
- V**igilance
- I**ntegrity
- C**ommunication
- E**qual opportunity

2.1.3 PROJECT BACKGROUND

The Maryland Transportation Authority has relied on Contractual Technical Support Services for many years to supplement database administration needs for the Authority. In recent years, the Authority has installed several Oracle Database Servers and finds that additional technical resources are needed to provide Oracle database administration services for both the Baltimore Harbor Tunnel (BHT), located at 1200 Frankfurst Ave, Baltimore Maryland and the Francis Scott Key (FSK) Bridge, located at 303 Authority Drive, Baltimore, Maryland. This resource will provide on going support and maintenance to the Authority's Project Portfolio of applications, which include Mission Critical and Emergency Operations information and systems.

The Maryland Transportation Authority maintains multiple facilities across the state and these resources work with the various business units within these facilities to ensure efficient and secure transmission of data between servers and end users. The Authority's DoIT recognizes that with the advent of client-server and web-based systems, these end-users expect 100% up-time and near instantaneous response time, It is incumbent upon the DoIT to assist our internal customers to work as efficiently as possible. Therefore, the DoIT places high expectations upon our staff in terms of deploying well-engineered systems and providing expert resolution of problems. The growth of systems supported by DoIT, coupled with the continued expectation that DoIT staff will provide "first responder" services is driving the need for these resources. Task assignments may require the resources to meet with all levels of employees (front-line worker, team leader, middle manager, senior manager, etc.) within the Authority's business areas in the course of conducting work assignments. Therefore, the proposed resource must possess excellent verbal and written communication skills. The DoIT values a team approach to work efforts; the proposed resources for each assignment must possess good people skills and be skilled in facilitating project team interactions.

The objective of this Task Order RFP is initially to provide one (1) qualified individual who will work with DoIT staff at the Point Breeze Complex, DoIT building located at 2340 Broening Highway, Baltimore, Maryland.

2.2 PROFESSIONAL DEVELOPMENT

Technology and software products continuously change. The TO Contractor must ensure continuing education opportunities for the personnel provided. The time allocated to these continuing education activities for staff deployed to MdTA may not be charged to this task order. Actual course costs are also the responsibility of the TO Contractor.

2.3 TO CONTRACTOR PERSONNEL DUTIES AND RESPONSIBILITIES

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

1) Database Security Functions

- Ensure servers are current with Oracle patches and security updates.
- Document the various security procedures in place to provide system security. Provide access to this document only to authorized personnel.
- Analyze and evaluate the security procedures required for specific mission-critical business systems as defined by MDOT security standards
- Perform all database security checks and manage all database securities
- Create and implement plans for system security using a variety of technologies to provide data security and auditing functions for the Authority's mission critical systems.
- Maintain security and integrity of data access policies, standards, and methods by establishing database recovery plans to minimize data losses and system downtime and by developing backup routines for the database management system software and for the stored data.

- Develop standardized application security procedures for Authority applications and databases.
- Design and implement policies for data and application security using Authority security standards.

2) Configuration Management

- Create and maintain an Oracle test environment where upgrades and security patches can be tested.
- Configure and tweak the hardware and software, perform integration testing, server imaging create and restore, create and implement plans to rollover the Authority's statewide systems from testing to production.
- Install and upgrade Oracle and other related software on the Authority's specified hardware to provide functional capabilities for the Authority's critical systems.
- Create software and database maintenance plans for efficient upgrades and maintenance. Implement the plan and update it regularly.
- Provide hardware and software specifications for various systems.
- Coordinate the database management system interfaces with other data processing units.
- Review and approve/disapprove database designs for new systems.

3) Disaster Recovery and Backup Functions

- Configure a backup job to run on a specified schedule.
- Restore data files or tables from a previous backup session.
- Develop and maintain scripts and perform and monitor backups for mission critical servers at the Authority.
- Troubleshoot database connectivity and back up issues working with Vendors/Developers/Users/Project Managers and back up operators.
- Prepare and implement disaster recovery plans for various Oracle based software systems. Create upgrade and migration schedules and plans in a way so as to minimize the impact on production and mission critical systems.

4) New Technology

- Research, lab test, document and make recommendations to the TO Manager on a variety of new database related technologies that could be implemented at the Authority and provide recommendations about the migration and upgrade paths for various systems.
- Coordinate the installation and implementation of database management system software and related software tools with vendors, other data processing staff and system users.
- Develop and implement new database management policies, procedures and standards

5) Database & Application Support

- Conduct Random health checks on the databases and prepare performance reports.
- Assist Business Side System Administrators on database issues/errors and assist users and programmers with SQL queries and tuning.
- Create & maintain new database instances, tables, views, triggers, and stored procedures as required by the Business Side System Administrator.
- Conduct routine maintenance tasks on the database servers for proactive monitoring like deleting log files, dump files, error correcting.
- Create repeatable processes to upgrade, test, and maintain databases and software systems. Monitor the systems to provide a minimum level of performance as a part of QA.
- Monitor database performance and make modifications and adjustments to database architecture, storage methods and management system software to fine-tune the database for optimum response time.
- Monitor capacity and allocate space according to overall needs of systems users, available data storage and database management system requirements.
- Implement Oracle Enterprise Manager (OEM) and monitor all database activity.

- Prepare statistical and narrative reports of database management performance, activities and special projects.
- Troubleshoot problems related to availability of data to system users, space, database software, data flow, and data storage or data access.
- Manage, migrate and debug application software, as it applies to the Oracle Database.

6) Coordination Meetings

- Hold status meetings with DoIT Management on various projects. Provide Oracle and other application business function expertise whenever required.
- Attend internal Authority staff meetings as requested with network team, project managers, business users, developers and upper management.
- Work in cooperation with the current Network Management Systems contractor as well as other contract vendors and Authority staff.

7) Project Management

- Create or review Configuration Change Requests, Work Break Down Structures, Implementation Plans, and Testing Plans for Oracle database projects.
- Create or provide appropriate input to monthly project status reports.
- Participate in the creation of or review Oracle database hardware and software requirements.

2.4 WORK HOURS

- (A) The TO Contractor's assigned personnel will work an eight-hour day (hours to be approved by the TO Manager), Monday through Friday except for State holidays.
- (B) Services may also involve some evening and/or weekend hours performing planned system upgrades, in addition to core business-day hours. Hours performing system upgrades must be billed based on actual time worked at the Task Order approved labor rates.
- (C) For purposes of estimating, assume that each individual would perform 2000 hours of work over the course of one year.
- (D) Requests for leave should be submitted to the Task Order Manager at least two weeks in advance. The Task Order Manager reserves the right to request a temporary replacement if leave extends longer than one consecutive week. In cases where there is insufficient coverage, leave may be denied.

2.5 DELIVERABLES

(A) Personnel

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

The TO Contractor will be responsible for providing office space for the personnel proposed in the TO. The TO Contractor individual will be expected to perform most duties remotely from the contractor's worksite. The TO Personnel will be expected to come on site (DoIT Building at Point Breeze or other Authority facility) to meet with Authority staff as needed in order to complete the tasks that they've been assigned. Tasks that require the contractor to work at an Authority facility will be coordinated with the TO Manager.

Assignments will be given and reviewed by the TO Manager and will also interface with all levels of management and the work force.

The position does involve travel between sites in the Baltimore area. Must have valid driver's license and own transportation.

(B) Weekly Status Report

By Monday, 12:00pm (Noon) of each week, the TO Contractor shall be responsible for compiling and submitting to the TO Manager via email a one-page status report (in MS Word format, template to be provided) for their prior work week that summarizes the following:

- Top Three Priorities
- Actual Tasks & Accomplishments for the reporting period
- Planned Tasks & Accomplishments for the next reporting period
- Exceptions to Previously Planned vs. Actual for last reporting period
- Hours worked (start & end times, and total time worked each day) by individual TO Contractor personnel

(C) Monthly Project Status Report

Submitted by the second working day of each month, for each assigned project, the TO Contractor personnel shall be responsible for compiling and submitting to the TO Manager a monthly project status report (in MS Word format, template to be provided) that includes the following:

- Accomplishments
- Current status
- Forecast
- Issues
- Schedule Analysis
- Budget Analysis
- Risk Analysis
- Updated project schedule (in MS Project format)

The TO Manager will determine which assignments require a monthly project status.

2.6 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES

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

- A) The State's System Development Life Cycle (SDLC) methodology at: www.dbm.maryland.gov - keyword: SDLC.
- B) The State Information Technology Security Policy and Standards at: www.dbm.maryland.gov - keyword: Security Policy.
- C) The State Information Technology Project Oversight at: www.dbm.maryland.gov - keyword: IT Project Oversight.
- D) The State of Maryland Enterprise Architecture at www.dbm.maryland.gov - keyword: MTAF Guiding Principles.
- E) The project management methodologies that are consistent with the Project Management Institute's Project Management Body of Knowledge Guide. TO Contractor's staff and subcontractors are to

follow a consistent methodology for all TO activities.

2.7 TO CONTRACTOR PERSONNEL MINIMUM QUALIFICATIONS AND CERTIFICATIONS

Individuals proposed for this TORFP must have excellent verbal and written communication skills and coordination and organizational skills. Resumes must demonstrate at least three (3) years experience where these skills were applied.

TO Contractor personnel proposed for this TORFP must have at least eight years of Oracle database administration experience and must possess a certification for Oracle 9i and preferably Oracle 10g.

The TO Contractor personnel must demonstrate a level of expertise in a variety of database technical services, including but not limited to: Oracle RAC and GRID Control, data warehousing, and backup technologies.

Additionally, the proposed Contractor personnel must possess expertise in the following but not limited to:

- • Knowledge of Windows 2000 and Windows 2003 Server
- • Knowledge and experience with the latest Oracle Security patches and threats,
- • Knowledge and experience in Oracle 8i, Oracle 9i and 10g and their management packs
- • Knowledge and experience with Active Directory
- • Knowledge of Security and network components.
- • Advanced knowledge and experience with OEM tools (8i, 9i and 10g)
- • Knowledge and experience in creating scripts for backing up data
- • Knowledge of Oracle RAC
- • Knowledge of TCP/IP and DNS
- • Advanced knowledge of SMTP

The proposed personnel must also have experience in supporting the following systems identified (or equivalent system experience that would demonstrate an understanding of the business functions supported by the systems). Resumes and technical proposals will be rated based primarily on the experience demonstrated.

Highway, Facilities & Equipment Maintenance Management – implementation of MRO’s MAXIMO, with Oracle DBMS, as an integrated solution to highway maintenance, facilities maintenance and vehicle/equipment maintenance operational requirements. Current Platform: Oracle 8i

Project Management- Construction – implementation of Primavera, with Oracle DBMS, as a construction project management system used by the Authority’s Engineering Division. Current Platform: Oracle 9i

GIS/ Database Document Organization System (GDOS) – Web based document management system that retrieves documents based on geographic location and document content. Current Platform: Oracle 9i, Oracle Spatial, ArcGIS, IBM Web Sphere

Executive Correspondence System – Web based Document Management and Workflow system utilized by Executive Staff members to track correspondence. Current Platform: Oracle 10g, OpenText LiveLink

2.8 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.

2.9 PERFORMANCE EVALUATION

TO Contractor personnel will be evaluated by the TO Manager on a schedule consistent with evaluations of MdTA personnel for assignments performed during that period. The established performance evaluation and standards are included as Attachment 8. The TO Contractor personnel must maintain at least a “Meets Standards” in each category of the performance evaluation (i.e., Job Quality, Job Quantity, Job Knowledge, Work Habits, etc.). If prior to a scheduled evaluation the TO Manager has determined there are issues with the performance of TO Contractor personnel, the TO Manager will notify both the TO Contractor and the TO Contractor personnel by email, identifying the issue and the expected action(s) to correct the issue.

2.10 NON PERFORMANCE OF PERSONNEL

In the event that MdTA is dissatisfied with the TO Contractor’s personnel for not performing to the standards specified in Section 2.9, the TO Contractor personnel may be removed at the TO Manager’s discretion. Replacement personnel must be approved by the TO Manager and have qualifications equal to or greater than that of the non-performing person initially proposed and evaluated and accepted in the TO Agreement. The TO Manager will determine the amount of time the TO Contractor has to provide a replacement.

2.11 SUBSTITUTION OF PERSONNEL

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

2.12 INVOICING

Invoices shall be submitted monthly on or before the 15th day of the month. Invoices will reflect costs for hours worked indicated in the accompanying weekly status reports (Deliverable 2.5B). 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 Tax Identification Number, as well as the information described below, and must be submitted to the TO Manager for payment approval.

2.12.1 INVOICE SUBMISSION PROCEDURE

This procedure consists of the following requirements and steps:

- A) The invoice shall identify Maryland Transportation Authority, 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 Maryland Transportation Authority at the following address:

Debra Stewart
Maryland Transportation Authority
Division of Information Technology
2340 Broening Highway
Baltimore, MD 21224

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

2.13 CHANGE ORDERS

If the TO Contractor is required to perform additional work, or there is a work reduction due to unforeseen scope changes, 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 the TO Manager and DBM and executed by the TO Procurement Officer.

The TO Manager may terminate this TO Agreement, in whole or in part, without showing cause upon prior written notice to the TO Contractor specifying the extent and the effective date of the termination. The Authority shall pay all reasonable costs associated with this TO Agreement that the TO Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the Contract. However, the TO Contractor may not be reimbursed for any anticipatory profits which have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12A (2).

2.14 SECURITY AND CONFIDENTIALITY

The Contractor shall adhere to and ensure compliance with the State of Maryland and the Maryland Transportation Authority's Information Technology Security Policies and Standards. These policies may be revised from time to time and the Contractor shall comply with all such revisions. A copy of the most recent document can be found on the Maryland Department of Budget and Management's web page at www.dbm.maryland.gov under Technology. The Contractor personnel will be required to sign the MDOT Security Advisory, MdTA Non-disclosure agreement, and abide by MdTA Internet and e-mail Use Policy. Additionally, if the contractor requires third party connectivity to the MDOT Network, the Contractor will be required to sign the MDOT Terms and Conditions for Third Party Remote Access.

Information and information technology systems are essential assets of the State of Maryland. They are vital to the citizens of the State. Information assets are critical to the services that agencies provide to citizens, businesses, educational institutions, as well as, to local and federal government entities and to other State agencies. All information created with State resources for State operations is the property of the State of Maryland. All agencies, employees, and contractors of the State are responsible for protecting information from unauthorized access, modification, disclosure and destruction.

All employees, contractors, and contract personnel are responsible for:

- Being aware of their responsibilities for protecting IT assets of the State
- Exercising due diligence in carrying out the IT Security Policy
- Being accountable for their actions relating to their use of all IT Systems
- Using IT resources only for intended purposes as defined by policies, laws and regulations of the State

SECTION 3 - TASK ORDER 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 and 2) a completed Master Contractors Feedback form submitted electronically off the CATS web site.

3.2 FORMAT

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

3.2.1 THE TECHNICAL PORTION OF THE TO PROPOSAL SHALL INCLUDE:

A) Proposed Services

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

B) Proposed Personnel

- 1) Identify and provide resumes for all proposed personnel by labor category.
- 2) Certification that all proposed personnel meet the minimum required qualifications and possess the required certifications in Section 2.7.
- 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.
- 2) State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any government

entity of the State of Maryland. For each identified contract, the Master Contractor shall provide:

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

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

E) Proposed Facility

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

F) State Assistance

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

G) Confidentiality

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

3.2.2 THE FINANCIAL RESPONSE OF THE TO PROPOSAL SHALL INCLUDE

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

The Offeror 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 TASK ORDER AGREEMENT

4.1 EVALUATION CRITERIA

The TO Contractor will be selected from among all eligible Master Contractors within the appropriate functional area responding to the CATS TORFP. In making the TO Agreement award determination, the MdTA DoIT 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.

- Experience of the Master Contractor's proposed personnel performing the duties and responsibilities required in Section 2.3.
- The experience and certifications required in Section 2.7, of the Master Contractor's proposed personnel.
- The Master Contractor's understanding of the work to be accomplished.

4.3 SELECTION PROCEDURES

- 4.3.1 Proposed personnel will be assessed for compliance with the minimum qualifications in Section 2.7 of the TORFP. Master Contractor's 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 require interviews with all qualified personnel proposed by each of the qualified Master Contractors. In order to ensure as timely an evaluation process as possible, the State will begin conducting interviews two weeks after receipt of proposals. The number of days for interviews will be dependent upon the number of proposals received. The State will notify all Master Contractors by email of specific dates and contact information for scheduling. Master Contractors must ensure that proposed personnel will be available for the interview in order for their technical proposals to be considered for award.
- 4.3.4 Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.
- 4.3.5 The most advantageous 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 # J01P7200006

Labor Categories

Labor Categories	A	B	C
	Hourly Labor Rate	Total Class Hours Annually	Total Proposed CATS TORFP Price
(Insert Proposed Labor Categories for this TORFP)	\$		\$
<u>Year #1:</u>	\$		\$
Resource #1	\$	2000	\$
<u>Year #2:</u>	\$		\$
Resource #1	\$	2000	\$
<u>Year #3 (Optional):</u>	\$		\$
Resource #1	\$	2000	\$
	\$		\$
Total Evaluated 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# J01P7200006 OF MASTER CONTRACT #050R5800338

This Task Order Agreement (“TO Agreement”) is made this day of Month, 200X by and between Task Order Contractor (TO Contractor) and the STATE OF MARYLAND, Maryland Transportation Authority.

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

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
 - a. “Agency” means the Maryland Transportation Authority, as identified in the CATS TORFP # J01P7200006.
 - b. “CATS TORFP” means the Task Order Request for Proposals # J01P7200006, dated February 8, 2007, including any addenda.
 - c. “Master Contract” means the CATS Master Contract between the Maryland Department of Budget and Management and TO Contractor dated December 19, 2005.
 - d. “TO Procurement Officer” means Joseph D. Zissimos. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
 - e. “TO Agreement” means this signed TO Agreement between Maryland Transportation Authority and TO Contractor.
 - f. “TO Contractor” means the CATS Master Contractor awarded this TO Agreement, whose principal business address is _____ and whose principal office in Maryland is _____.
 - g. “TO Manager” means Debra Stewart of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
 - h. “TO Proposal - Technical” means the TO Contractor’s technical response to the CATS TORFP dated date of TO Proposal – Technical.
 - i. “TO Proposal – Financial” means the TO Contractor’s financial response to the CATS TORFP dated date of TO Proposal - Financial.
 - j. “TO Proposal” collectively refers to the TO Proposal – Technical and TO Proposal – Financial.
2. Scope of Work
 - 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supersede the Master Contract.
 - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
 - a. The TO Agreement,
 - b. Exhibit A – CATS TORFP
 - c. Exhibit B – TO Proposal-Technical

d. Exhibit C – TO Proposal-Financial

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

3. Time for Performance

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of two years, 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 Debra Stewart, Maryland Transportation Authority, Division of Information Technology, 2340 Broening Highway, Baltimore, Maryland 21224.
- 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, Division of Information Technology

By: Joseph D. Zissimos, 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 AS A .PDF FILE WITH TO 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 Financial 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 three months experience, you must provide the dates from and to showing an amount of time that equals or exceeds mandatory time requirement; in this case, three months.

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

ATTACHMENT 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.)	
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 AS A .PDF FILE WITH TECHNICAL RESPONSE

ATTACHMENT 5 – DIRECTIONS
TO THE PRE-TO PROPOSAL CONFERENCE

Driving directions for MDOT Headquarters
7201 Corporate Center Dr.
Hanover, Md. 21076
Harry Hughes Conference Room

Due to Space Limitations and the potential for a large number of vendors attending, please limit attendance to one (1) person from each prime interested in submitting a proposal.

Baltimore:

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

Washington:

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

Annapolis:

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

ATTACHMENT 6 – NON-DISCLOSURE AGREEMENT (OFFEROR)

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

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS TORFP #J01P7200006 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 _____. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information described in Section 1.7 of the TORFP, OFFEROR agrees as follows:

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

OFFEROR: _____ BY: _____

NAME: _____ TITLE: _____

ADDRESS: _____

SUBMIT AS REQUIRED IN SECTION 1.6 OF THE TORFP

ATTACHMENT 7 – NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made as of this ___ day of _____, 200__, by and between the State of Maryland ("the State"), acting by and through its Maryland Transportation Authority (the “Department”), and _____ (“TO Contractor”), a corporation with its principal business office located at _____ and its principal office in Maryland located at _____.

RECITALS

WHEREAS, the TO Contractor has been awarded a Task Order Agreement (the “TO Agreement”) for Project Management Resources TORFP No. J01P7200006 dated February 8, 2007, (the “TORFP”) issued under the Consulting and Technical Services procurement issued by the Department, Project Number 050R5800338; and

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

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

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

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

TO Contractor/TO Contractor's Personnel: Maryland Transportation Authority:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SUBMIT AS REQUIRED IN SECTION 1.6 OF THE TORFP

EXHIBIT A

**TO CONTRACTOR'S EMPLOYEES AND AGENTS WHO WILL BE
GIVEN ACCESS TO THE CONFIDENTIAL INFORMATION**

Printed Name and Address of Employee or Agent	Signature	Date
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

ATTACHMENT 8 – PERFORMANCE EVALUATION

TO Contractor Company Name: _____

TO Contractor Personnel: _____

January 1 - December 31 _____

A Job Quality	Excellent (4)	Very Good (3)	Meets Standards (2)	Marginal (1)	Unacceptable (0)	Raw Scores	Overall Scores
Timeliness and Accuracy.	Work consistently exceeds expectations and is usually completed ahead of schedule.	Work often exceeds expectations and is frequently completed ahead of schedule.	Work performed accurately, effectively and in a timely manner.	Work sometimes unacceptable because of inaccuracies and timeliness.	Work consistently late; contains errors and omissions.		
Work Process and Workmanship	Always monitors and measures work process/product, ensures continuous improvement and demonstrates the highest levels of quality workmanship.	Work product/ process demonstrates quality standards of workmanship and continuous improvement.	Monitors and measures work process/product to ensure quality standards of workmanship.	Work product/process demonstrates inconsistent workmanship.	Work product/process demonstrates poor standards of workmanship.		
Problem Solving	Consistently demonstrates initiative in the use of available resources to identify and resolve problems.	Frequently uses available resources to identify and address problems areas. a timely manner.	Identified problem areas effectively and in a timely manner.	Occasionally unable to identify and address problem areas effectively and in a timely manner.	Frequently fails to identify problem area.		
Customer Service	Always demonstrates initiative in recognizing and responding to customer needs.	Frequently demonstrates initiative in recognizing and responding to customer needs.	Anticipates and acknowledges customer needs.	Occasionally fails to anticipate and recognize customer needs.	Customer needs are rarely acknowledged or anticipated.		
A Job Quality					Average Score:		

**ATTACHMENT 8 CONTINUED
PERFORMANCE STANDARDS**

B Job Quantity	Excellent (4)	Very Good (3)	Meets Standards (2)	Marginal (1)	Unacceptable (0)	Raw Scores	Overall Scores
Meeting Schedules	N/A	Frequently improves product/ service, while meeting schedule.	Strives for product/service improvement, while meeting schedule.	Occasionally misses deadlines.	Frequently misses schedules and deadlines.		
Projects and Special Assignments	Demonstrates initiative in taking on special assignments, while maintaining regular workflow.	Frequently accepts and completes special assignments, while maintaining regular workflow.	Maintains regular work flow while completing projects and special assignments.	Occasionally unable to maintain regular work flow when given special projects or assignments.	Unable to maintain regular work flow when given special projects or assignments and never volunteers.		
Productivity	Always takes the initiative to increase productivity and improve customer service.	Frequently takes the initiative to increase productivity and improve customer service.	Uses appropriate methods to increase productivity and improve customer service.	Occasionally fails to use appropriate methods to increase productivity and improve customer service.	Seldom uses appropriate methods to increase productivity and improve customer service.		
Volume of Work	Consistently exceeds the required volume of work.	Frequently exceeds the required volume of work.	Completes the required volume of work.	Occasionally fails to complete the required volume of work.	Rarely completes the required volume of work.		
B Job Quantity					Average Score:		

**ATTACHMENT 8 CONTINUED
PERFORMANCE STANDARDS**

C Job Knowledge	Excellent (4)	Very Good (3)	Meets Standards (2)	Marginal (1)	Unacceptable (0)	Raw Scores	Overall Scores
Resources, Technology and Regulations	Always recognizes the effect and recommends solutions or improvements.	Recognizes the effect and occasionally recommends solutions or improvements.	Recognizes the effect that resources, technology, and regulations have on the organization.	Occasionally fails to recognize the effect that resources, technology and regulations have on the organization.	Frequently fails to recognize the effect that resources, technology and regulations have on the organization.		
Utilization of Resources/ Collective Knowledge/ Expertise	Always uses resources and expertise proficiently and consistently encourages improvement and professional growth.	Frequently uses resources and expertise proficiently and encourages continuous improvement and professional growth.	Uses resources and expertise proficiently.	Occasionally fails to use resources and expertise proficiently.	Frequently fails to use resources and expertise proficiently.		
Standards, Codes and Established Industry/ Professional	Always applies standards, codes and established industry/ professional practices, including measuring tools.	Frequently applies standards, codes, and established industry/ professional practices, including measuring tools.	Applies standards, codes, and established industry/ professional practices.	Occasionally fails to apply standards, codes and established industry/ professional practices.	Frequently fails to apply standards, codes, and established industry/ professional practices.		
Development of Applications and Programs	Consistently develops practical, effective and innovative programs, procedures, or applications.	Frequently develops practical, effective and innovative programs, procedures, or applications.	Develops practical and effective programs, procedures, or applications.	Occasionally fails to develop practical and effective programs, procedures, or applications.	Frequently fails to develop practical and effective programs, procedures, or applications.		
C Job Knowledge					Average Score:		

**ATTACHMENT 8 CONTINUED
PERFORMANCE STANDARDS**

D Work Habits	Excellent (4)	Very Good (3)	Meets Standards (2)	Marginal (1)	Unacceptable (0)	Raw Scores	Overall Scores
Time Management	Always manages time to complete all work either early or on time.	Consistently manages time to complete all work either early or on time.	Manages time to complete all work either early or on time; occasionally struggles with priorities.	Usually completes work but does not effectively plan and prioritize.	Frequently behind in work; completed tasks are rushed or incomplete.		
Communication	Always communicates clearly, effectively, and professionally with supervisor and customers.	Consistently communicates clearly, effectively, and professionally with supervisor and customers.	Communicates clearly, effectively, and professionally with supervisor and customers.	Occasionally communicates clearly, effectively, and professionally with supervisor and customers.	Communicates ineffectively.		
Delegation of Assignments	Always appropriately delegates assignments to staff.	Consistently and appropriately delegates assignments to staff.	Usually delegates assignments to staff appropriately.	Occasionally delegates assignments to staff appropriately.	Seldom delegates assignments to staff appropriately.		
Resource Allocation	Always effectively manages personnel and material resources to attain goals and objectives.	Consistently effectively manages personnel and material resources to attain goals and objectives.	Usually effectively manages personnel and material resources to attain goals and objectives.	Occasionally effectively manages personnel and material resources to attain goals and objectives.	Seldom effectively manages personnel and material resources to attain goals and objective.		
D Work Habits					Average Score:		

**ATTACHMENT 8 CONTINUED
PERFORMANCE STANDARDS**

E Working Relationships	Excellent (4)	Very Good (3)	Meets Standards (2)	Marginal (1)	Unacceptable (0)	Raw Scores	Overall Scores
Customer Service	Always goes beyond standards of maintaining tact and respectful demeanor such as always offering additional information and aid without	Frequently goes beyond standards of maintaining tact and respectful demeanor such as frequently offering additional information and aid without request.	Consistently maintains tact and respectful demeanor and outlook.	Occasionally discourteous and does not maintain tact and respectful demeanor.	Frequently discourteous and possibly rude or abusive. Is unfriendly and uncooperative in demeanor with co-workers, supervisors, and others.		
Interaction with supervisor	N/A	N/A	Always accepts constructive criticism from supervisor.	Occasionally does not accept constructive criticism from supervisor.	Frequently does not accept constructive criticism from supervisor.		
Disciplinary Action	N/A	N/A	No disciplinary actions.	One disciplinary action.	Two or more disciplinary actions.		
E Working Relationships					Average Score:		

**ATTACHMENT 8 CONTINUED
PERFORMANCE STANDARDS**

F Unauthorized Absence & Punctuality	Excellent (4)	Very Good (3)	Meets Standards (2)	Marginal (1)	Unacceptable (0)	Raw Scores	Overall Scores
Punctuality	Always prompt and dependable when reporting to work or meetings, or returning from breaks or lunch. No occurrences of avoidable lateness.	Consistently prompt and dependable when reporting to work or meetings, or returning from breaks or lunch. Depending on job assignments, this could mean no more than one occurrence of avoidable lateness.	Usually prompt and dependable when reporting to work or meetings, or returning from breaks or lunch. Depending on job assignments, this could mean two occurrences of avoidable lateness.	Occasionally late in reporting to work or meetings, or returning from breaks or lunch. Three or four occurrences of avoidable lateness.	Seldom on time when reporting to work or meetings, or returning from breaks or lunch. Five or more occurrences of avoidable lateness.		
Complies with leave policies and procedures	Always complies with leave policies and procedures and always has preauthorization of leave usage. Always cooperative and helpful when planning or scheduling absences such as a demonstrated willingness to adjust schedule to accommodate others.	Consistently complies with leave policies and consistently has preauthorization of leave.	Usually complies with leave policies and procedures and has not more than two occasions of noncompliance.	Occasionally complies with leave policies and procedures and has no more than three occasions of noncompliance.	Seldom complies with leave policies and procedures and has four or more occasions of noncompliance.		
Unauthorized absence	N/A	N/A	No occurrences of unauthorized absence.	One occurrence of unauthorized absence.	Two or more occurrences of unauthorized absence.		
F Unauthorized Absence & Punctuality					Average Score:		

**ATTACHMENT 8 CONTINUED
PERFORMANCE STANDARDS**

G Initiative	Excellent (4)	Very Good (3)	Meets Standards (2)	Marginal (1)	Unacceptable (0)	Raw Scores	Overall Scores
Organizational Commitment	Always takes task to next step without supervisory intervention and always seeks and accepts additional responsibilities.	Consistently takes task to next step without supervisory intervention and consistently seeks and accepts additional responsibilities.	Usually takes task to next step without supervisory intervention and usually seeks and accepts additional responsibilities.	Occasionally takes tasks to next step without supervisory intervention and occasionally seeks and accepts additional responsibilities.	Seldom takes tasks to next step without supervisory intervention and seldom seeks and accepts additional responsibilities.		
Organizational Commitment	Always participates in special assignments, task forces, committees and team functions.	Consistently participates in special assignments, task forces, committees and team functions.	Usually participates in special assignments, task forces, committees and team functions.	Occasionally participates in special assignments, task forces, committees and team functions.	Seldom participates in special assignments, task forces, committees and team functions.		
Organizational Commitment	Always applies concepts of continuous quality improvements (CQI) and managing for results in staff supervision and service to the public.	Consistently applies concepts of continuous quality improvement (CQI) and managing for results in staff supervision and service to the public.	Usually applies concepts of continuous quality improvement (CQI) and managing for results (MFR) in staff supervision and service to the public.	Occasionally applies concepts of continuous quality improvement (CQI) and managing for results (MFR) in staff supervision and service to the public.	Seldom applies concepts of continuous quality improvements (CQI) and managing for results (MFR) in staff supervision and service to the public.		
Self Improvement	Always pursues activities that provide opportunity for personal and professional growth and the development of interpersonal skills.	Consistently pursues activities that provide opportunity for personal and professional growth and the development of interpersonal skills.	Usually pursues activities that provide opportunity for personal and professional growth and the development of interpersonal skills.	Occasionally pursues activities that provide opportunity for personal and professional growth and the development of interpersonal skills.	Seldom pursues activities that provide opportunity for personal and professional growth and the development of interpersonal skills.		
Self Improvement	Always plans for career advancement by developing higher level skills in management techniques.	Consistently plans for career advancement by developing higher level skills in management techniques.	Usually plans for career advancement by developing higher level skills in management techniques.	Occasionally plans for career advancement by developing higher level skills in management techniques.	Seldom plans for career advancement by developing higher level skills in management techniques.		
G Initiative						Average Score:	

**ATTACHMENT 8 CONTINUED
PERFORMANCE STANDARDS**

H Safety	Excellent (4)	Very Good (3)	Meets Standards (2)	Marginal (1)	Unacceptable (0)	Raw Scores	Overall Scores
Office/Admin. Staff Only	Always maintains clean, organized work area. Always cares for office equipment. Always identifies hazards and always makes suggestions to improve safe work environment.	Consistently maintains clean organized work area. Consistently cares for office equipment. Consistently identified hazards and always makes suggestions to improve safe work environment.	Usually maintains clean, organized work area. Usually cares for office equipment. Usually identifies hazards and always makes suggestions to improve safe work environment.	Occasionally maintains clean, organized work area. Occasionally cares for office equipment. Occasionally identifies hazards and always makes suggestions to improve safe work environment.	Seldom maintains clean, organized work area. Seldom cares for office equipment. Seldom identifies hazards and always makes suggestions to improve safe work environment.		
H Safety					Average Score:		

**ATTACHMENT 8 CONTINUED
PERFORMANCE STANDARDS**

	Excellent (4)	Very Good (3)	Meets Standards (2)	Marginal (1)	Unacceptable (0)	
Overall Total Rating Scale	29 - 32	22 - 28	13 - 21	5 - 12	0 - 4	

Category	Overall Score	Comments	
A Job Quality			
B Job Quantity			
C Job Knowledge			
D Work Habits			
E Working Relationships			
F Unauthorized Absence & Punctuality			
G Initiative			
H Safety			
OVERALL TOTAL			