



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

**PROJECT MANAGEMENT RESOURCES**

**CATS TORFP PROJECT J01P7200008**

**MARYLAND TRANSPORTATION AUTHORITY**

**ISSUE DATE: JANUARY 10, 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.**

<b>TORFP NAME:</b>	Project Management Resources
<b>FUNCTIONAL AREA:</b>	FA10 – IT Management Consulting Services
<b>TORFP ISSUE DATE:</b>	January 10, 2007
<b>Closing Date and Time:</b>	February 22, 2007 at 12:00 PM
<b>TORFP Issuing Office:</b>	Maryland Transportation Authority (MdTA) Division of Information Technology (DoIT)
<b>Questions and Proposals are to be sent to:</b>  <b>Questions must be submitted no later than 10 working days prior to TORFP closing date.</b>	TO Procurement Officer – Joseph D. Zissimos Email Address: <a href="mailto:tniswonger@mdta.state.md.us">tniswonger@mdta.state.md.us</a> MDOT Contracts Manager – Peter Arrey <a href="mailto:parrey@mdot.state.md.us">parrey@mdot.state.md.us</a> MDOT Contracts Administrator – Carl Stein <a href="mailto:cstein@mdot.state.md.us">cstein@mdot.state.md.us</a>
<b>TO Procurement Officer:</b>	Joseph D. Zissimos Office Phone Number: 410-537-7521 Office FAX Number: 410-537-7501
<b>TO Manager:</b>	Sharon Peisinger Office Phone Number: 410-537-1348 Office FAX Number: 410-537-1351
<b>Project Number:</b>	<b>J01P7200008</b>
<b>TO Type:</b>	<b>Time and materials</b>
<b>Period of Performance:</b>	Two years with one 1-year renewal option
<b>MBE Goal:</b>	50 percent
<b>Small Business Reserve (SBR):</b>	No
<b>Primary Place of Performance:</b>	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.
<b>TO Pre-Proposal Conference:</b>	MDOT Headquarters January 23, 2007 at 10:00 AM, See Attachment 6 for directions.

## SECTION 1 - ADMINISTRATIVE INFORMATION

### 1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT

The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement scope issues, and for authorizing any changes to the TO Agreement. 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 3, will then be entered into between the State and the selected Master Contractor, which will bind the selected Master Contractor (TO Contractor) to the contents of its TO Proposal, including the price proposal.

### 1.3 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the stated date and exact time. The time will be local time as determined by 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 #J01P7200008. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS TORFP #J01P7200008 Technical". The second file will be the financial response to this CATS TORFP and titled, "CATS TORFP #J01P7200008 Financial". The proposal documents that must be submitted with a signature, Attachment 2 - MBE Forms D-1 and D-2 and Attachment 4 - Conflict of Interest and Disclosure Affidavit, must be submitted as .PDF files with signatures clearly visible.

### 1.4 MINORITY BUSINESS ENTERPRISE (MBE)

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

### 1.5 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](http://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.

## **1.6 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 4 this TORFP with its TO Proposal. If the TO Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of COMAR 21.05.08.08A, the TO Procurement Officer may reject a Master Contractor's TO Proposal under COMAR 21.06.02.03B.

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

## **1.7 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 10. 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 11.

## **1.8 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

Maryland Transportation Authority is issuing the CATS TORFP to obtain project management services of two (2) qualified individuals to lead a number of Information Systems (IS) project initiatives. The Maryland Transportation Authority intends to award up to two TO Agreements.

This task order also allows MdTA to expand resources as MdTA identifies the need. The request and approval process for these additional resources will follow the CATS Task Order Change Order Process as identified in Section 2.14.

#### 2.1.2 REQUESTING AGENCY BACKGROUND

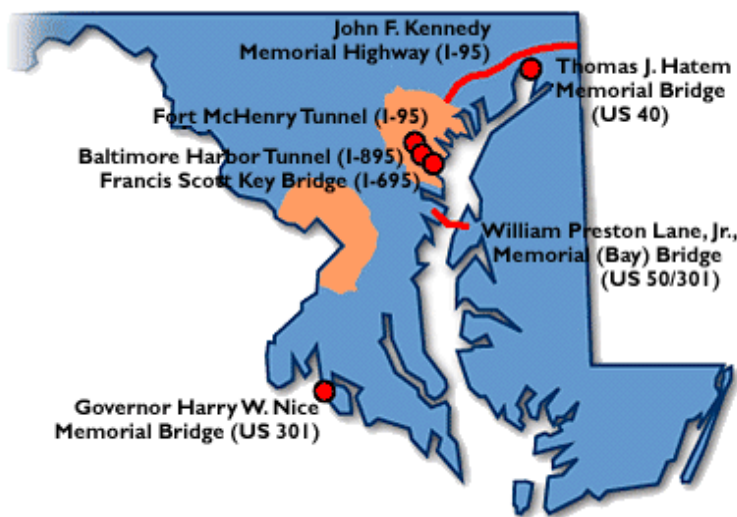
Established in 1971, the Maryland Transportation Authority (“MdTA” or the “Authority”) is an independent State agency that acts “on behalf of” but is separate from the Maryland Department of Transportation (MDOT). By law, the Authority is a group of six citizens who are appointed by the Governor (and 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 1,600 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

#### **Service**

Employee empowerment and accountability

#### **Responsiveness**

Vigilance

#### **Integrity**

Communication

Equal opportunity

### **2.1.3 PROJECT BACKGROUND**

The MdTA Division of Information Technology (DoIT) recognizes that Information Systems development and enhancement efforts must be well-managed in order to meet the needs of the business areas and to be accomplished on-time and within budget. The DoIT has a backlog of requests for new systems and for enhancements to existing systems.

The objective of this Task Order RFP is to acquire the services of two qualified individuals who will work with DoIT staff at the Point Breeze Complex, DoIT building located at 2340 Broening Highway, Baltimore, Maryland and with other MdTA business unit staff at various MdTA

locations (at any of our facilities, but with the majority of the work based in the Baltimore, Maryland region) to perform Information Systems project management functions.

## **2.2 PROFESSIONAL DEVELOPMENT**

The IS project management resources must possess current project management certification and must maintain that certification. 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:

(A) Plan and/or manage small to major IT projects that may or may not be already underway for our various business units. Will require managing a team composed of MdTA subject matter experts, IT staff, and/or contractor resources doing planning work, confirming functional requirements, defining interfaces, establishing test and training plans, etc. Some current project types include:

- implementation of new IT systems or software,
- definition and implementation of automated interfaces between existing IT systems,
- IT infrastructure projects such as a software upgrade or deployment projects,
- On-going upgrade and enhancement projects for existing applications.

(B) As assigned by the TO Manager, assist customer areas in articulating requests for new systems.

(C) As assigned by the TO Manager, plan and/or manage new projects where the TO Manager has determined there would be no conflict of interest.

(D) Attend internal MdTA staff meetings as requested.

(E) Ongoing project manager services may include, but are not limited to, the following:

- Develop and then maintain WBS on assigned project(s)'s activities using Microsoft Project 2003 on a weekly basis;
- Manage the collaborative project workspace environment for the program or project and updates the workspace on a weekly basis;
- Document and file in the project workspace Meeting Minutes for all project meetings for all assigned projects;
- Prepare a monthly project status report for MdTA;
- Manage Change Control, Issues escalation and resolution, Schedule, Costs, and Resources as defined in the project management plan;
- Review of deliverables by the major project development contractor for completeness, adherence to standards and contract requirements;
- Work closely with functional managers to resolve team members' workload conflicts;
- Ensure appropriate product-related training and documentation are developed and made available to customers through project team meetings; and



- Develop a project management plan, including a communications plan, for project(s)
- Validate functional requirements and provide support for the Request for Proposal process.

## **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) For purposes of estimating, assume that each individual would perform **2000** hours of work over the course of one year.
- (C) 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 individual will be expected to perform most duties remotely from the contractor's worksite. Tasks that require the contractor to work at an Authority facility include attending and conducting meetings, requirement sessions, etc. and 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.

TO Personnel will be expected to meet weekly with the TO Manager at the TO Manager's office location to discuss assignments, status, etc.

TO Personnel will be expected to conduct, at an Authority facility location, project status team meetings and hold whatever project-related meetings are necessary to successfully accomplish assigned project(s). Exact location and frequency of meetings will vary depending upon specific project(s) assigned.

TO Personnel will be expected to attend a monthly Project Management Office meeting at the TO Manager's facility location.

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 personnel shall be responsible for compiling and submitting to the TO Manager a one-page status report (in MS Word 2003 format, template to be provided) 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 and end times, and total time worked each day) by individual TO Contractor personnel

Reported tasks & accomplishments may include deliverables received, reviewed, distributed; meetings held or planned (date, purpose, attendees); documents developed; meeting minutes, SDLC documents and other project-related artifacts (indicate draft or final version).

### **(C) Monthly Project Status Report**

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 2003 format, template to be provided) that includes the following:

- Accomplishments
- Current status
- Forecast
- Issues, including identification, escalation, and resolution steps
- Schedule Analysis
- Budget Analysis
- Risk Analysis
- Updated project schedule (in MS Project 2003 format)

### **(D) Project Deliverables**

For assigned projects, the TO Contractor personnel provided under this TORFP will be responsible for that project's deliverables in accordance with that project's requirements and approach. This may include managing other contractors who will write or provide deliverables in accordance with the terms and requirements for their specific contract. This may also include managing internal or external resources with this task order's Contractor personnel responsible for actually writing and providing deliverables as part of the Project Manager's duties. This, as well as the specific deliverables that will be required, can vary for each specific project assigned dependent upon implementation approach and assigned team for that project. Major IT projects must be managed in accordance with State of Maryland SDLC requirements.

For those instances where the TO Contractor personnel will be required to write or provide project-specific deliverables, the following conditions will apply:

For each written deliverable, draft and final, the TO Contractor shall submit to the TO Manager one hard copy and one electronic copy compatible with Microsoft Office 2003, Microsoft Project 2003 and/or Visio 2003.

An outline of each major deliverable will be required before beginning of development of the deliverable. This outline will be reviewed by the TO project team and approved by the TO Manager. It is anticipated at least one if not several meetings will be required with TO project team and/or TO Manager to insure content coverage is complete.

Drafts of all final deliverables, except status reports, are required at least two weeks in advance of when all final deliverables are due. Written deliverables defined as draft documents must demonstrate due diligence in meeting the scope and requirements of the associated final written deliverable. A draft written deliverable must:

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

When presented for acceptance, a written deliverable defined as a final document must satisfy the scope and requirements for that deliverable for the specific project. Final written deliverables shall not contain structural errors such as poor grammar, misspellings or incorrect punctuation, and must:

- Be presented in a format appropriate for the subject matter and depth of discussion.
- Be organized in a manner that presents a logical flow of the deliverable's content.
- Represent factual information reasonably expected to have been known at the time of submittal.
- Present information that is relevant to the Section of the deliverable being discussed.
- Conform to MdTA Office of Project Management's established standards.

## **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](http://www.dbm.maryland.gov) -

keyword: SDLC.

- B) The State Information Technology Security Policy and Standards at: [www.dbm.maryland.gov](http://www.dbm.maryland.gov) - keyword: Security Policy.
- C) The State Information Technology Project Oversight at: [www.dbm.maryland.gov](http://www.dbm.maryland.gov) - keyword: IT Project Oversight.
- D) The State of Maryland Enterprise Architecture at [www.dbm.maryland.gov](http://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 Task Order must possess current certification as Project Managers – Project Management Institute (PMI) certified Project Management Professional (PMP®) or Industry equivalent. While MdTA prefers the PMP® certification, equivalent certifications will be acceptable provided the TO Contractors proposing alternate certifications can demonstrate that they are functionally equivalent to the PMP® certification.

In addition to project management certification, individuals proposed must have experience in Requirements Management, Software Configuration Management, and Testing. Resumes must demonstrate this experience.

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

Individuals proposed for this TORFP must become familiar with and adhere to the system development life cycle (SDLC) methodology established by the Department of Budget & Management (DBM) for all major Information System efforts. These individuals must have experience in creating and updating SDLC documents. Resumes must demonstrate at least five (5) years experience leading efforts where an SDLC methodology would have been employed.

The TO Contractor shall propose individuals who possess expertise in the following types of systems:

- Financial Systems
- Budget Systems
- Management Reporting
- Investment Management
- Document Management
- Cash Flow Estimating
- Project/Program/Portfolio Management Systems

## **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 9. The TO Contractor personnel must maintain at least a “Meets Standards” in each category of the performance evaluation (i.e., Leadership, Strategic Direction, 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. 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:

Sharon Peisinger  
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 MBE**

Monthly reporting of MBE participation is required in accordance with the terms and conditions of the Master Contract. The TO Contractor shall provide a completed MBE Participation form (Attachment 2, Form D-5) to the Maryland Transportation Authority, at the same time the invoice copy is sent. The TO Contractor shall ensure that each MBE Subcontractor provides a completed MBE Participation Form (Attachment 2, Form D-6). Subcontractor reporting shall be sent directly from the subcontractor to the Maryland Transportation Authority. The Maryland Transportation Authority will monitor both the TO Contractor's efforts to achieve the MBE participation goal and compliance with reporting requirements. Contractors shall email completed forms to the Maryland Transportation Authority at [jzissimos@mdta.state.md.us](mailto:jzissimos@mdta.state.md.us) and [speisinger@mdta.state.md.us](mailto:speisinger@mdta.state.md.us).

### **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, 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).

### **2.15 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 Plan (Attachment 8). These policies may be revised from time to time and the Contractor shall comply with all such revisions. 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.

## **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 or 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 5 – 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) MBE Participation**

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

##### **D) Subcontractors**

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

##### **E) 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

F) Proposed Facility

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

G) State Assistance

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

H) Confidentiality

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

### **3.2.2 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 # J01P7200008

#### 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)	\$		\$
<b><i>Year #1:</i></b>	\$		\$
Resource #1	\$	2000	\$
Resource #2	\$	2000	\$
<b><i>Year #2:</i></b>	\$		\$
Resource #1	\$	2000	\$
Resource #2	\$	2000	\$
<b><i>Year #3 (Optional):</i></b>	\$		\$
Resource #1	\$	2000	\$
Resource #2	\$	2000	\$
	\$		\$
<b>Total Evaluated Price</b>			\$

\_\_\_\_\_  
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 – MINORITY BUSINESS ENTERPRISE FORMS**  
**TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING**  
**REQUIREMENTS**

**CATS TORFP # J01P7200008**

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

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

## ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

### FORM D – 1

#### CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT

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

In conjunction with the offer submitted in response to TORFP No. J01P7200008, I affirm the following:

4. I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of 50 percent. I have made a good faith effort to achieve this goal.

OR

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

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

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

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

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

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

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

\_\_\_\_\_  
Address

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Date

SUBMIT AS A .PDF FILE WITH TO RESPONSE

# ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

## FORM D – 2

### MINORITY BUSINESS ENTERPRISE PARTICIPATION SCHEDULE

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

TO Prime Contractor (Firm Name, Address, Phone)	Task Order Description
Task Order Agreement Number J01P7200008	
<b>List Information For Each Certified MBE Subcontractor On This Project</b>	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	

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

### SUMMARY

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

Document Prepared By: (please print or type)

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

SUBMIT AS A .PDF FILE WITH TO RESPONSE

**ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS**

**FORM D – 2**

**MINORITY BUSINESS ENTERPRISE PARTICIPATION SCHEDULE (CONTINUED)**

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

SUBMIT AS A .PDF FILE WITH TO RESPONSE

**ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS**

**FORM D – 3**

**OUTREACH EFFORTS COMPLIANCE STATEMENT**

In conjunction with the bid or offer submitted in response to TORFP # J01P7200008, I state the following:

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

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

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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



**ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS**

**FORM D – 4**

**SUBCONTRACTOR PROJECT PARTICIPATION STATEMENT**

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

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

conjunction with TORFP No. J01P7200008, it and \_\_\_\_\_,  
(Subcontractor Name)

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

(Describe work to be performed by MBE):

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

By:

By:

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

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

## ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

### FORM D – 5

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

Report #: _____ Reporting Period (Month/Year): _____ <b>Report is due by the 15<sup>th</sup> of the following month.</b>	CATS TORFP #J01P7200008 Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____
--	---

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

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

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

Sharon Peisinger, Task Order Manager Maryland Transportation Authority 2340 Broening Highway Baltimore, MD 21224 <a href="mailto:speisinger@mdta.state.md.us">speisinger@mdta.state.md.us</a>	Joseph D. Zissimos, Procurement Officer Maryland Transportation Authority 303 Authority Drive Baltimore, MD 21222 <a href="mailto:jzissimos@mdta.state.md.us">jzissimos@mdta.state.md.us</a>
---	--

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

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

# ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

## FORM D – 6

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

Report #: _____  Reporting Period (Month/Year): __/_____  <b>Report Due By the 15<sup>th</sup> of the following Month.</b>	CATS TORFP #J01P7200008 Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____	
MBE Subcontractor Name: _____		
MDOT Certification #: _____		
Contact Person: _____		
Address: _____		
City: _____	State: _____	ZIP: _____
Phone: _____	FAX: _____	
Subcontractor Services Provided: _____		
<b>List all payments received from Prime TO Contractor during reporting period indicated above.</b>  1. _____  2. _____  3. _____  <b>Total Dollars Paid: \$</b> _____	<b>List dates and amounts of any unpaid invoices over 30 days old.</b>  1. _____  2. _____  3. _____  <b>Total Dollars Unpaid: \$</b> _____	
Prime TO Contractor: _____		Contact Person: _____

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

Sharon Peisinger, Task Order Manager Maryland Transportation Authority 2340 Broening Highway Baltimore, MD 21224 <a href="mailto:speisinger@mdta.state.md.us">speisinger@mdta.state.md.us</a>	Joseph D. Zissimos, Procurement Officer Maryland Transportation Authority 303 Authority Drive Baltimore, MD 21222 <a href="mailto:jzissimos@mdta.state.md.us">jzissimos@mdta.state.md.us</a>
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Signature: \_\_\_\_\_ Date: \_\_\_\_\_

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

## ATTACHMENT 3 – TASK ORDER AGREEMENT

### CATS TORFP# J01P7200008 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 # J01P7200008.
  - b. “CATS TORFP” means the Task Order Request for Proposals # J01P7200008, dated January 10, 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 Peter Arrey. 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 Sharon Peisinger 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 Sharon Peisinger, 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: Peter Arrey, TO Procurement Officer

\_\_\_\_\_  
Date

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

## ATTACHMENT 4 – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

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

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

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

(Authorized Representative and Affiant)

SUBMIT AS A .PDF FILE WITH TO RESPONSE

## **ATTACHMENT 5 – 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 6 – 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 7 – NON-DISCLOSURE AGREEMENT (OFFEROR)

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

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS TORFP #J01P7200008 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 1.7 OF THE TORFP

## **ATTACHMENT 8 – NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)**

**THIS NON-DISCLOSURE AGREEMENT** (“Agreement”) is made as of this \_\_\_ day of \_\_\_\_\_, 200\_\_, by and between the State of Maryland ("the State"), acting by and through its 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. J01P7200008 dated January 10, 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.

<b>TO Contractor/TO Contractor's Personnel:</b>	<b>Maryland Transportation Authority:</b>
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Name: \_\_\_\_\_

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

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

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

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

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

SUBMIT AS REQUIRED IN SECTION 1.7 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 9 – PERFORMANCE EVALUATION**

<b>CATEGORIES</b>	<b>EXCELLENT</b>	<b>VERY GOOD</b>	<b>MEETS STANDARDS</b>	<b>MARGINAL</b>	<b>UNACCEPTABLE</b>	<b>SCORE</b>
Leadership	4	3	2	1	0	+
Strategic Direction	4	3	2	1	0	+
Team Work	4	3	2	1	0	+
Performance Objectives	4	3	2	1	0	+
Total Raw Score						=
	16 - 15	14 - 11	10 - 7	6 - 3	2 - 0	
<b>FINAL OVERALL RATING</b>	<b>EXCELLENT</b>	<b>VERY GOOD</b>	<b>MEETS STANDARDS</b>	<b>MARGINAL</b>	<b>UNACCEPTABLE</b>	

**ATTACHMENT 9 CONTINUED  
PERFORMANCE STANDARDS**

	<b>EXCELLENT</b>	<b>VERY GOOD</b>	<b>MEETS STANDARDS</b>	<b>MARGINAL</b>	<b>UNACCEPTABLE</b>
Leadership	Always provides motivation to staff to function at optimum level of performance, always empowers staff to make decisions.	Consistently provides motivation to staff to function at optimum level of performance, consistently empowers staff to make decisions.	Provides motivation to staff to function at optimum level of performance, usually empowers staff to make decisions.	Occasionally motivates staff to function at optimum level of performance,	Does not motivate staff to function at optimum level of performance.
Strategic Direction (Decision Making)	Always demonstrates outstanding judgment in resolving complex issues, always designs innovative plans to attain mission, vision, and values.	Consistently demonstrates outstanding judgment in resolving complex issues, consistently designs innovative plans to attain mission, vision, and values.	Demonstrates sound judgment in resolving issues, usually develops plans to attain mission, vision, and values.	Occasionally demonstrates sound judgment in resolving issues, occasionally does not plans to attain mission, vision, and values.	Does not demonstrate effective judgment in handling issues, frequently does not plan for the attainment of mission, vision, and values.
Teamwork	Always provides exceptional input and cooperation in managing the operations of the organization.	Frequently provides input and cooperation in managing the operations of the organization.	Consistently provides exceptional input and cooperation in managing the operations of the organization.	Occasionally provides competence in managing the operations of the organization.	Fails to provide competence in managing the operations of the organization.
Performance Objectives	Always allocates resources to meet goals and objectives, always redistributes resources to respond to fluctuations in volume of assignments, priorities or emergency situations. Always accomplishes performance objectives within the projected time frames.	Frequently allocates resources to meet goals and objectives, consistently redistributes resources to respond to fluctuations in volume of assignments, priorities or emergency situations. Frequently accomplishes performance objectives within the projected time frames.	Consistently allocates resources to meet goals and objectives, usually redistributes resources to respond to fluctuations in volume of assignments, priorities or emergency situations. Consistently accomplishes performance objectives within the projected time frames.	Occasionally allocates resources to meet goals and objectives, occasionally redistributes resources to respond to fluctuations in volume of assignments, priorities or emergency situations. Occasionally accomplishes performance objectives within the projected time frames.	Does not allocate resources to meet goals and objectives, does not effectively redistribute resources to respond to fluctuations in volume of assignments, priorities or emergency situations. Does not accomplish performance objectives within the projected time frames.