



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

**Telecommunications Systems Support**

**CATS TORFP PROJECT J03P7200009**

**Maryland Port Administration  
Maryland Department of Transportation**

**ISSUE DATE: APRIL 4, 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>	Telecommunications System Support
<b>FUNCTIONAL AREA:</b>	FA6 Systems/Facilities Management & Maintenance
<b>TORFP ISSUE DATE:</b>	April 4, 2007
<b>Closing Date and Time:</b>	April 27, 2007, 12:00 pm, noon local time.
<b>TORFP Issuing Office:</b>	Maryland Department of Transportation (MDOT) Maryland Port Administration (MPA) Information Services Department (ISD)
<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 - Lucille Flanigan Email Address: <a href="mailto:lflanigan@marylandports.com">lflanigan@marylandports.com</a>  MDOT Contracts Manager – Peter Arrey Email Address: <a href="mailto:parrey@mdot.state.md.us">parrey@mdot.state.md.us</a> Telephone Number: 410-865-1372  MDOT Contracts Administrator – Carl Stein Email Address: <a href="mailto:cstein@mdot.state.md.us">cstein@mdot.state.md.us</a> Telephone Number: 410-865-1315
<b>TO Procurement Manager:</b>	Lucille Flanigan, Manager of ISD Office Phone: 410-631-1214 FAX: 410-631-1093
<b>TO Manager:</b>	Dolores Smallwood, Network Manager Office Phone: 410-631-1082 FAX: 410-631-1093

<b>Project Number:</b>	J03P7200009
<b>TO Type:</b>	Time & Materials
<b>Period of Performance:</b>	Two years with one 1-year renewal option
<b>MBE Goal:</b>	0%
<b>Primary Place of Performance:</b>	2310 Broening Highway, Room 282 Baltimore, Maryland
<b>State Furnish Work Site and/or Access to Equipment, Facilities or Personnel:</b>	Office space either cubicle or office, office furniture, office supplies, access to telephone and fax equipment (local use only), access to photocopier and printers, access to PC with email and internet services, system hardware & software to perform testing, parking
<b>TO Pre-Proposal Conference:</b>	April 13, 2007 at 10:00 am MDOT Headquarters – Harry Hughes Conference Room, Suite 3 7201 Corporate Center Drive Hanover, MD 21076 (See Attachment 5 for directions)

# SECTION 1 - ADMINISTRATIVE INFORMATION

## 1.1 RESPONSIBILITY FOR TORFP AND TASK ORDER AGREEMENT

The MDOT Contracts Manager and the Task Order Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of Task Order Agreement scope issues, and for authorizing any changes to the Task Order Agreement. See Section 2.12 for information on change orders.

The Task Order Manager has the primary responsibility for the management of the work performed under the Task Order 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 TASK ORDER AGREEMENT

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

## 1.3 TASK ORDER PROPOSAL SUBMISSIONS

The Task Order Procurement Officer and the MDOT Contracts Manager will not accept submissions after the stated date and exact time. The time will be local time as determined by MPA's e-mail system time stamp. The Task Order Proposal is to be submitted via e-mail as two attachments in MS Word format. **Please note that the MDOT/MdTA email system has a 8 mb limit on email transmission.** The "subject" line in the e-mail submission shall state the TORFP #J03P7200009. The first file will be the Task Order Proposal technical response to this TORFP and titled, "CATS TORFP #J03P7200009 Technical". The second file will be the financial response to this CATS TORFP and titled, "CATS TORFP #J03P7200009 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 Task Order Agreement under this TORFP pay a fee to support the operation of eMarylandMarketplace. The fee will be due on each Task Order Agreement that exceeds \$25,000. The applicable fee will be based on Task Order value, including any options. Contractors shall pay the fee as provided by COMAR 21.02.03.06 and in accordance with guidelines issued by the Maryland Department of General Services. A copy of COMAR 21.02.03.06 and the guidelines issued by the Maryland Department of General Services can be found on the eMarylandMarketplace website at

[www.eMarylandMarketplace.com](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 Task Order 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 Task Order Agreement value of \$50,000.49 will be rounded to \$50,000 and a Level 1 fee will apply. A total Task Order Agreement value of \$50,000.50 will be rounded to \$50,001 and a Level 2 fee will apply.

## **1.5 CONFLICT OF INTEREST**

The Task Order Contractor awarded the Task Order Agreement shall provide IT consulting services for State agencies or component programs with those agencies, and must do so impartially and without any conflicts of interest. Each Master Contractor shall complete and include a Conflict of Interest Affidavit in the form included as Attachment 3 in this TORFP with its Task Order Proposal. If the Task Order 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 Task Order Procurement Officer may reject a Master Contractor's Task Order 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 MPA, 2310 Broening Highway, Baltimore, Maryland. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement in the form of Attachment 7. Please contact the Task Order Procurement Officer of this TORFP to schedule an appointment.

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

## **SECTION 2 – SCOPE OF WORK**

### **2.1 PURPOSE, AGENCY INFORMATION AND BACKGROUND**

#### **2.1.1 PURPOSE**

The Maryland Department of Transportation (MDOT) Maryland Port Administration (MPA) Information Services Department (ISD) is issuing this CATS TORFP to obtain the necessary expertise, labor, and supervision for system/facilities management and maintenance services related to Telecommunications System Support for this agency. The Task Order Contractor will be required to provide one individual to provide these services.

#### **2.1.2 AGENCY INFORMATION**

This Task Order is issued by the Maryland Department of Transportation (MDOT), Maryland Port Administration (MPA) located at 2310 Broening Highway Baltimore, Maryland 21224. The MPA is a modal administration of MDOT, and is responsible for the promotion of waterborne commerce in and out of the Port of Baltimore. The MPA operates the Dundalk Marine Terminal, Seagirt Marine Terminal, and North and South Locust Point Marine Terminals as well as two corporate offices at Point Breeze and the World Trade Center.

#### **2.1.3 BACKGROUND**

The MPA Telecommunications Coordinator supports the needs of 300 employees, multiple tenants and staff at remote sales offices. The majority of MPA staff are located at MPA's Point Breeze, World Trade Center and Dundalk Marine Terminal locations. The telecomm environment includes a variety of Verizon supplied Public Branch Exchange (PBX) servers, wireless data link support for the Cruise terminals, numerous hand held radios, cell phones, pagers and Blackberry RIM devices. The selected Contractor shall work with the MPA Telecommunications Coordinator and other MPA employees to address user problems reported to the MPA's Help Desk and in the continuing evolution of equipment modernization. The selected Contractor will also be expected to provide leadership for MPA in the migration to Voice Over IP(VOIP) joint project with MDOT. . The selected Contractor will assist in the updating of a database for tracking all telecommunication assets

### **2.2 TASK ORDER CONTRACTOR PERSONNEL DUTIES AND RESPONSIBILITIES**

Personnel provided by the selected Contractor shall have a strong background in personal computers, knowledgeable in networking and network systems, be able to technically document work requirements and have good communication/training skills. The Contractor should also have general operational knowledge of VOIP as well as communicational assets

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

1. Handle Help Desk calls related to the telecommunications systems and log into the help desk system.

2. Reviewing all telecommunications related requests, assessing what the issue is and how to resolve it.
3. Troubleshoot all telecommunications issues.
4. Setup new telecommunication devices and configurations, including but not limited to RIM devices, cell phones, desk top phones, microwave radios.
5. Plan and participate in implementation of telecommunications infrastructure enhancements at MPA, including Voice over IP, microwave and wireless solutions.
6. Participate in review and validation of all telecommunications related invoices.
7. Participate in the updating and validation of all communicational assets.
8. Work in cooperation with the current MDOT NMS contractor as well as other MPA staff.
9. Attend internal MPA staff meetings as requested.

## **2.3 WORK PRACTICES**

The Task Order Contractor individual will report to the Maryland Port Administration office at 2310 Broening Highway, Room 282.

Assignments will be given and reviewed by the Network and Telecommunications Manager(Task Order Manager) and will also interface with all levels of management and the work force.

Working hours will be from 8:30 am to 5:00 pm Monday thru Friday. The State Holiday Schedule will be followed. Occasional weekend and off hour work at the various Marine Terminals will be required, especially during Cruise Season.

Request for leave should be submitted to the Task Order Manager at least three weeks in advance. The Task Order Manager reserves the right to request a temporary replacement if leave extends longer than two consecutive weeks.

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

## **2.4 DELIVERABLES**

### **2.4.1 Personnel**

The Task Order 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 Task Order Manager.

### **2.4.2 Weekly Status Report**

At the conclusion of each work week, the Task Order Contractor shall be responsible for compiling and submitting to the Task Order Manager a status report that summarizes the following:

- Telecommunication related Help Desk calls assigned – work efforts and status (completed, in progress, on hold) of issues identified.
- Status of deployment of procured equipments both new and replacements.



- Status of upgrades to telecommunications servers, including security updates.
- Emergency work efforts and issues identified.
- Hours worked by individual Task Order Contractor personnel.

## **2.5 REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES**

The Task Order 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 Task Order 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 Transportation Enterprise Data Network standards and MDOT Configuration Control Board procedures.
- F. The Task Order Contractor shall follow the project management methodologies that are consistent with the Project Management Institute's Project Management Body of Knowledge Guide. Task Order Contractor's staff and subcontractors are to follow a consistent methodology for all Task Order activities.

## **2.6 TASK ORDER CONTRACTOR EXPERTISE REQUIRED**

The TO CONTRACTOR and their proposed staff must document a professional level of expertise working in the following areas:

- Voice and data communication solutions for mobile workers and distributed operations personnel, including experience with Private Branch Exchange/Automatic Call Distributor (PBX/ACD) switching environments.
- Wireless applications integration for a variety of business and security needs.
- Radio-frequency (RF) communications including service for locations that include difficult environment factors, (E.G. Cruise Terminal and Marine Cargo Terminals)
- Determining effectiveness of current and future antenna sites.
- Migration from a phone service to Voice over IP service.

The TO CONTRACTOR and their proposed staff must also document a knowledge that includes the following:

- Standard Software: Must be proficient in Microsoft Office 2003 Professional Suite, Microsoft Outlook, Attachmate, Adobe Acrobat. Must also be familiar with and able to use project management software and guidelines.
- Help Desk: MPA utilizes Computer Associates Unicenter Help Desk software for tracking all service calls. Individual must be proficient in help desk software. (Opening, inputting, and closing service calls).
- Equipment: General knowledge of the operations of VOIP systems, PBX systems, wireless data links, handheld radios, cell phones, pagers and RIM devices.

## **2.7 CONTRACTOR MINIMUM QUALIFICATIONS**

The following minimum qualifications are mandatory. The Task Order 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 Task Order 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:

- Experience with performing move, add, change work for Ethernet and Voice communications in a large organization's environment.
- Experience installing Ethernet hubs and switches, supporting end user network connections in a large MPA environment.
- Knowledge of and experience with TCP/IP protocol, desktop Ethernet connection hardware/software and of the OSI model.
- Knowledge of and experience with TIA/EIA 568B standards for voice and data communications, CAT 5/6 and fiber optic cabling.
- Knowledge of and experience with the IEEE 802.11G wireless communications standard.
- Knowledge of industry standard wiring distribution techniques and methods, and experience retrofitting wiring and network equipment closets.
- Experience and knowledge in use of network test equipment and tools.
- Excellent communication skills with demonstrated ability to communicate technical concepts to non-technical personnel.
- Ability to work independently and to make implementation decisions and recommendations within the context of general policies and guidelines.
- Ability to stay focused on the task at hand while solving problems under time pressure and with frequent interruptions

## **2.8 PERFORMANCE EVALUATION**

The Task Order Contractor personnel will be evaluated by the Task Order Manager on a schedule consistent with evaluations of MPA personnel for each assignment performed during that period. The established performance evaluation and standards are included as Attachment 9. The Task Order Contractor personnel must maintain at least an "Exceeds Standards" in each major category

of the performance evaluation (i.e., Dependability, Job Knowledge, etc.) and at least a “Meets Standards” in all individual criteria (i.e., Punctuality, Tact, etc.) If prior to a scheduled evaluation the Task Order Manager has determined there are issues with the performance of Task Order Contractor personnel, The Task Order Manager will notify both the Task Order Contractor and the Task Order Contractor personnel by email, identifying the issue and the expected action(s) to correct the issue.

## **2.9 NON PERFORMANCE OF PERSONNEL**

In the event that MPA is dissatisfied with the Task Order Contractor’s personnel for not performing to the standards specified in Section 2.8, the Task Order Manager, with the approval of the MDOT Contract Manager, may request that Contractor personnel be removed or substituted. Replacement personnel must have qualifications equal to or greater than that of the non performing person initially proposed and evaluated and accepted in the Task Order Agreement. The Task Order Manager will determine the amount of time the Task Order Contractor has to provide a replacement.

## **2.10 SUBSTITUTION OF PERSONNEL**

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

## **2.11 INVOICING**

Invoices shall be submitted monthly. Invoices will reflect costs for hours worked indicated in the accompanying weekly status report. Upon verification and acceptance of the invoices by the Task Order Manager, payment will be made to the Task Order Contractor.

Invoice payments to the Task Order Contractor shall be governed by the terms and conditions defined in the CATS Master Contract. Invoices for payment shall contain the Task Order Contractor’s Federal Employer Identification Number (FEIN), as well as the information described below and must be submitted to the Task Order Manager for payment approval.

### **2.11.1 INVOICE SUBMISSION PROCEDURE**

This procedure consists of the following requirements and steps:

- A. The invoice shall identify MDOT MPA, associated Task Order Agreement number, date of invoice, period of performance covered by the invoice, and a Task Order Contractor point of contact with telephone number.
- B. The Task Order Contractor shall send the original of each invoice and supporting documentation (itemized billing reference for employee including detail of work hours, and copies of the weekly status reports) submitted for payment to MDOT MPA at the following address:

Lucille Flanigan  
Information Services Department  
Maryland Port Administration  
2130 Broening Highway  
Baltimore, Maryland 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 Task Order Agreement. In no event shall any invoice be submitted later than 60 calendar days from the Task Order Agreement termination date.

## **2.12 CHANGE ORDERS**

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

## **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/or 2) a completed Notice to Master Contractors explaining why the Master Contractor will not be submitting a proposal.

### **3.2 FORMAT**

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

3.2.1 The technical portion of the Task Order 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) Certify that all proposed personnel meet the minimum required qualifications in Section 2.7.
  - 3) Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under this Task Order Agreement.
  - 4) Complete and provide Attachment 4 – Labor Classification Personnel Resume Summary.
- 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 projects that you have completed that were similar in scope to the one defined in this TORFP Scope of Work. 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 it is no longer providing the services to the client organization.

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

#### State Assistance

Provide an estimate of expectation concerning participation by State personnel.

#### Confidentiality

- 2) 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 Task Order 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 Task Order Proposal shall include:

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

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

### **4.2 TECHNICAL CRITERIA**

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

- The overall understanding of the work required by the Task Order Contractor.
- The experience of the Master Contractor's proposed personnel performing the duties and responsibilities in Section 2.2.
- Satisfactory past performance on engagements provided as reference accounts in the Offeror's Technical Proposal to the Task Order, or other engagements not provided in the Technical Proposal but known to the State, especially previous task orders prepared under the Master Contract.

### **4.3 SELECTION PROCEDURES**

- A. Proposed personnel will be assessed for compliance with the minimum qualifications in Section 2.7 of the TORFP. Master Contractors proposing personnel who fail to meet the minimum qualifications will be disqualified and their proposals eliminated from further consideration.
- B. Task Order Proposals deemed technically qualified will have their financial proposal considered. All others will receive e-mail notice from the MDOT Contracts Manager or Contract Administrator of not being selected to perform the work.
- C. 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 one week 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.
- D. Qualified Task Order Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.
- E. The most advantageous Task Order Proposal offer considering technical and financial submission shall be selected for the work assignment. In making this selection, technical merit will receive greater weight than price.

#### **4.4 COMMENCEMENT OF WORK UNDER A TASK ORDER AGREEMENT**

Commencement of work in response to a Task Order Agreement shall be initiated only upon issuance of a fully executed Task Order Agreement, Purchase Order and by a Notice to Proceed authorized by the MDOT Contracts Manager. See Attachment 6 for a sample of a Notice to Proceed.



# ATTACHMENT 1 - PRICE PROPOSAL

## PRICE PROPOSAL FOR CATS TORFP #J03P7200009 LABOR CATEGORIES

Labor Categories	A	B	C
	Hourly Labor Rate	Total Class Hours	Total Proposed CATS TORFP Price
(Insert Proposed Labor Category This TORFP) Include pricing for 1 <sup>st</sup> year, 2 <sup>nd</sup> year and optional 3 <sup>rd</sup> year	\$		\$
	\$		\$
Year #1:	\$	1920	\$
	\$		\$
	\$		\$
	\$		\$
Year #2:	\$	1920	\$
	\$		\$
	\$		\$
	\$		\$
Year #3 (Optional):	\$	1920	\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
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 Rate cannot exceed the Master Contract Rate, but may be lower.

SUBMIT THIS WITH THE FINANCIAL RESPONSE

## ATTACHMENT 2 - TASK ORDER AGREEMENT

CATS TORFP #J03P7200009  
OF MASTER CONTRACT # 050R5800338

This Task Order Agreement (“TO Agreement”) is made this **day** of **Month**, 2007 by and between **MASTER CONTRACTOR** and the STATE OF MARYLAND, Maryland Port Administration.

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

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
  - a. “Agency” means the Maryland Port Administration, as identified in the CATS TORFP #J03P7200009 .
  - b. “CATS TORFP” means the Task Order Request for Proposals #J03P7200009 , dated March24, 2006, including any addenda.
  - c. “Master Contract” means the CATS Master Contract between the Maryland Department of Budget and Management and **MASTER CONTRACTOR** dated December 19, 2005.
  - d. “TO Procurement Officer” means Peter Arrey, MDOT. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
  - e. “TO Agreement” means this signed TO Agreement between the Maryland Port Administration and **MASTER 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 Dolores Smallwood of the MPA. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
  - h. “TO Proposal - Technical” means the TO Contractor’s technical response to the CATS TORFP dated **date of TO Proposal – Technical**.
  - i. “TO Proposal – Financial” means the TO Contractor’s financial response to the CATS TORFP dated **date of TO Proposal - FINANCIAL**.
  - j. “TO Proposal” collectively refers to the TO Proposal – Technical and TO Proposal – Financial.

## 2. Scope of Work

2.1. This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supercede the Master Contract.

2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:

- a. The TO Agreement,
- b. Exhibit A – CATS TORFP
- c. Exhibit B – TO Proposal-Technical
- d. Exhibit C – TO Proposal-Financial

2.3 The TO Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the TO Agreement. No other order, statement or conduct of the TO Procurement Officer or any other person shall be treated as a change or entitle the TO Contractor to an equitable adjustment under this section. Except as otherwise provided in this TO Agreement, if any change under this section causes an increase or decrease in the TO Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the TO Agreement price shall be made and the TO Agreement modified in writing accordingly. The TO Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the TO Contractor shall be allowed if asserted after final payment under 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 commences on the date of Notice to Proceed and terminating on December 31, 2010.

## 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 Manager of Information Services for the MPA.

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 PORT ADMINISTRATION, DEPARTMENT OF BUDGET  
AND MANAGEMENT, OFFICE OF INFORMATION TECHNOLOGY, APPLICATION SYSTEMS  
MANAGEMENT

\_\_\_\_\_  
By: Peter Arrey, TO Procurement Officer

\_\_\_\_\_  
Date

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

## **ATTACHMENT 3 – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE**

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

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

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

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

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

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

Date: \_\_\_\_\_ By: \_\_\_\_\_  
(Authorized Representative and Affiant)

SUBMIT THIS WITH THE TECHNICAL RESPONSE

## **ATTACHMENT 4 LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY**

### INSTRUCTIONS:

1. Master Contractors must comply with all personnel requirements under the Master Contract RFP 050R5800338.
2. Only labor categories proposed in the Master Contractors Technical proposal may be proposed under the CATS TORFP process.
3. For each person proposed in any of the labor categories, complete one Labor Category Personnel Resume Summary to document how the proposed person meets each of the minimum requirements.  
  
For example: If you propose John Smith who is your subcontractor and you believe he meets the requirements of the Group Facilitator, you will complete the top section of the form by entering John Smith's name and the subcontractor's company name. You will then complete the right side of the Group Facilitator form documenting how the individual meets each of the requirements. Where there is a time requirement such as 3 months experience, you must provide the dates from and to showing an amount of time that equals or exceeds mandatory time requirement. In this case, 3 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:
<b>LABOR CLASSIFICATION TITLE – (INSERT LABOR CATEGORY NAME)</b>	
Education: (Insert the education description from the CATS RFP from section 2.5 for the applicable labor category)	
Experience: (Insert the experience description from the CATS RFP from section 2.5 for the applicable labor category.)	
Duties: (Insert the duties description from the CATS RFP from section 2.5 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



# **ATTACHMENT 5 – DIRECTIONS TO THE PRE-TO PROPOSAL CONFERENCE**

MDOT Headquarters  
7201 Corporate Center Drive  
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 Road. Take Stoney Run Road through traffic light to stop sign. Turn left on Old Stoney Run Road. Take Old Stoney Run Road to stop sign at Ridge Road and turn right. Take Ridge Road to the traffic circle and turn right on Corporate Center Drive. Take Corporate Center Drive 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 Road. Take Stoney Run Road through traffic light to stop sign. Turn left on Old Stoney Run Road. Take Old Stoney Run Road to stop sign at Ridge Road and turn right. Take Ridge Road to the traffic circle and turn right on Corporate Center Drive. Take Corporate Center Drive 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 third traffic light and turn right on Stoney Run Road. Take Stoney Run Road through traffic light to stop sign. Turn left on Old Stoney Run Road. Take Old Stoney Run Road to stop sign at Ridge Road and turn right. Take Ridge Road to the traffic circle and turn right on Corporate Center Drive. Take Corporate Center Drive to 7201 on left side of road. Parking is on right side of road.

# ATTACHMENT 6 – NOTICE TO PROCEED

Day Month, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS Task Order Agreement #J03P7200009

Dear TO Contractor Contact:

This letter is your official Notice to Proceed as of Day Month, Year, for the above-referenced Task Order Agreement. The Network Manager, Dolores Smallwood, of the Maryland Port Administration will serve as your contact person on this Task Order. Dolores can be reached at 410-631-1082, dsmallwood1@mdot.state.md.us

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

Sincerely,

Lucille Flanigan  
Task Order Procurement Officer

Enclosures (2)

cc: Dolores Smallwood, Maryland Port Administration  
Procurement Liaison Office, Office of Information Technology, DBM  
Project Management Office, Office of Information Technology, DBM

# 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 #J03P7200009 for TORFP MPA Help Desk Support. 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:

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.

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.

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 Gisela Blades (TO Procurement Officer) Department of Budget and Management on or before the due date for Proposals.

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.

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.

This Agreement shall be governed by the laws of the State of Maryland.

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.

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 the Maryland Port Administration (the "Department"), and \_\_\_\_\_ ("TO Contractor"), a corporation with its principal business office located at \_\_\_\_\_ and its principal office in Maryland located at \_\_\_\_\_.

## RECITALS

**WHEREAS**, the TO Contractor has been awarded a Task Order Agreement (the "TO Agreement") for TORFP MPA Help Desk Support, TORFP No.J03P7200009 dated April 4, 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.

**Maryland Port Administration**

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

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

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

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

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

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

**SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP**

## ATTACHMENT 9 – PERFORMANCE EVALUATION

DEPENDABILITY		Far Exceeds	Exceeds	Meets	Below	Far Below	Raw Score
Lateness, Punctuality		5		3	2	1	+
Compliance with TO Manager's Requirements for Pre-Approval of Leave		5		3	2	1	+
Total Raw Score							=
Total Raw Score		10		6 - 5	4 - 3	2	
<b>Rating for Dependability</b>		Far Exceeds	Exceeds	Meets	Below	Far Below	
INITIATIVE		Far Exceeds	Exceeds	Meets	Below	Far Below	Raw Score
Contribution		5	4	3	2	1	+
Advancement in the field		5	4	3	2	1	+
Total Raw Score							=
Total Raw Score		10 - 9	8 - 7	6 - 5	4 - 3	2	
<b>Rating for Initiative</b>		Far Exceeds	Exceeds	Meets	Below	Far Below	
INTERPERSONAL RELATIONSHIPS		Far Exceeds	Exceeds	Meets	Below	Far Below	Raw Score
Customer Service		5	4	3	2	1	+
Communication		5	4	3	2	1	+
Cooperation				3	2	1	+
Tact				3	2	1	+
Adaptability to Change		5	4	3	2	1	+
Total Raw Score							=
Total Raw Score		21 - 20	19 - 17	16 - 13	12 - 8	7 - 5	
<b>Rating for Interpersonal Relationships</b>		Far Exceeds	Exceeds	Meets	Below	Far Below	
WORK HABITS		Far Exceeds	Exceeds	Meets	Below	Far Below	Raw Score
Meeting Target & Timetables		5	4	3	2	1	+
Communication with TO Manager		5	4	3	2	1	+
Use of Time		5	4	3	2	1	+
Organization of Work Environment		5		3	2	1	+
Total Raw Score							=
Total Raw Score		20 - 18	17 - 14	13 - 10	9 - 6	5 - 4	
<b>Rating for Work Habits</b>		Far Exceeds	Exceeds	Meets	Below	Far Below	

Attachment 9 Continued

<b>JOB KNOWLEDGE</b>		Far Exceeds	Exceeds	Meets	Below	Far Below	Raw Score
Policies, Procedures, Practices		5	4	3	2	1	+
Organizational Skills		5	4	3	2	1	+
Equipment / Technology		5	4	3	2	1	+
Terminology		5	4	3	2	1	+
Total Raw Score							=
Total Raw Score	20 - 18	17 - 14	13 - 10	9 - 6	5 - 4		
<b>Rating for Job Knowledge</b>	Far Exceeds	Exceeds	Meets	Below	Far Below		
<b>JOB QUALITY</b>		Far Exceeds	Exceeds	Meets	Below	Far Below	Raw Score
Timely Completion of Assignments		5	4	3	2	1	+
Problem Solving		5	4	3	2	1	+
Accuracy		5	4	3	2	1	+
Work Process / Product / Services		5	4	3	2	1	+
Working Under Pressure		5	4	3	2	1	+
Total Raw Score							=
Total Raw Score	25 - 23	22 - 18	17 - 13	12 - 8	7 - 5		
<b>Rating for Job Quality</b>	Far Exceeds	Exceeds	Meets	Below	Far Below		
<b>JOB QUANTITY</b>		Far Exceeds	Exceeds	Meets	Below	Far Below	Raw Score
Volume of Work		5	4	3	2	1	+
Total Raw Score							=
Total Raw Score	5	4	3	2	1		

Attachment 9 Continued

<b>RATING FACTORS</b>	<b>Far Exceeds Standards</b>	<b>Exceeds Standards</b>	<b>Meets Standards</b>	<b>Below Standards</b>	<b>Far Below Standards</b>	<b>Point Value</b>
<b>GENERAL FACTORS</b>						
Dependability	5	4	3	2	1	
Initiative	5	4	3	2	1	
Interpersonal Relationships	5	4	3	2	1	
Work Habits	5	4	3	2	1	
					Total A =	
<b>JOB SPECIFIC FACTORS</b>						
Job Knowledge	5	4	3	2	1	
Job Quality	5	4	3	2	1	
Job Quantity	5	4	3	2	1	
					Total B =	

<b>OVERALL RATING</b>	<b>Far Exceeds Standards</b>	<b>Exceeds Standards</b>	<b>Meets Standards</b>	<b>Below Standards</b>	<b>Far Below Standards</b>
<b>Total A + Total B =</b>	35 - 33	32 - 26	25 - 19	18 - 12	11 - 7



Attachment 9 Continued

<b>DEPENDABILITY</b>	<b>Evaluation</b>				
	<b>Far Exceeds Standards</b>	<b>Exceeds Standards</b>	<b>Meets Standards</b>	<b>Below Standards</b>	<b>Far Below Standards</b>
<b>Lateness, Punctuality</b>	No lateness, always punctual		Consistently punctual, an occasional lateness with no impact upon operations	Inconsistent in punctuality, <u>or</u> latenesses have impact upon operations	Frequently not punctual, <u>or</u> latenesses have adverse impact upon operations
<b>Compliance with TO Manager's Requirements for Pre-Approval of Leave</b>	Always complies with TO Manager's requirements for pre-approval of leave		Usually complies with TO Manager's requirements	Inconsistent in compliance with requirements; minor violations of requirements	Frequently does not comply with requirements; several minor violations <u>or</u> a major infraction of requirements

<b>INITIATIVE</b>	<b>Evaluation</b>				
	<b>Far Exceeds Standards</b>	<b>Exceeds Standards</b>	<b>Meets Standards</b>	<b>Below Standards</b>	<b>Far Below Standards</b>
<b>Contribution</b>	Always participates in problem solving and/or making operational improvements; contributes constructive ideas and suggestions that have major impact	Consistently participates in problem solving and/or making operational improvements; contributes constructive ideas and suggestions that are implemented	Frequently participates in problem solving and/or making operational improvements; contributes ideas and suggestions	Occasionally participates in problem solving and/or making operational improvements; rarely contributes ideas and suggestions	Rarely participates in problem solving and/or making operational improvements; never contributes ideas and suggestions
<b>Advancement in the Field</b>	Has applied concepts learned in training to improve operations of the organization/unit	Anticipates new technology or processes and plans training to improve knowledge and skills	Pursues training to maintain current certifications in technology or processes	Does not pursue training <u>or</u> learning new technology or processes but accepts training if assigned	Declines offers for training <u>or</u> to learn new technology or processes

Attachment 9 Continued

INTERPERSONAL RELATIONSHIPS	Evaluation				
	Far Exceeds Standards	Exceeds Standards	Meets Standards	Below Standards	Far Below Standards
<b>Customer Service</b>	Consistently goes beyond the requirements to ensure that customer needs are met; consistently anticipates service needs of customers; consistently provides additional information or aid without request	Frequently goes beyond the requirements to ensure that customer needs are met; frequently anticipates service needs of customers; frequently provides additional information or aid without request	Always courteous & congenial with external & internal customers; provides requested assistance & information to others in a prompt & courteous manner	Marginally courteous; provides requested assistance and information to others in a less than prompt or courteous manner	Occasionally discourteous; occasionally does not provide assistance & information to others in a prompt or courteous manner
<b>Communication</b>	Facilitates clear and effective communication among involved parties; accurately interprets & transmits communications	Communicates clearly & concisely with a high degree of accuracy	Communicates openly; participates in team discussions	Rarely communicates openly; rarely participates in team discussion	Communicates ineffectively & unclearly
<b>Cooperation</b>			Actively cooperates with others to achieve goals of the organization; readily accepts direction from supervisors; supports team leader; develops and maintains cooperative working relationships with team and with others inside and outside the work unit	Reluctantly cooperates with others to achieve goals of the organization; reluctantly accepts direction from supervisors; minimally supports team leader; rarely develops and maintains co-operative working relationships with team or with others inside and outside the work unit	Uncooperative with others to achieve goals of the organization; resistant to direction from supervisors; rarely supports team leader; seldom develops and maintains co-operative working relationships with team or with others inside and outside the work unit
<b>Tact</b>			Consistently polite, respectful of others; considers the viewpoints of others; has a positive effect on people	Marginally polite and respectful; reluctantly considers the viewpoint of others	Rude and disrespectful; infrequently considers viewpoint of others; has a negative effect on people
<b>Adaptability To Change</b>	Presents positive outlook on changes and adjustments to work assignments or procedures; always includes suggestions or solutions as part of constructive criticism; motivation and productivity unaffected by unanticipated changes	Readily accepts change and adjustments to work assignments or procedures; usually makes suggestions or solutions as part of constructive criticism; motivation and productivity minimally affected by unanticipated changes	Accepts changes and adjustments to work assignments or procedures; criticizes constructively; cooperative in dealing with unanticipated changes	Does not easily accept changes and adjustments to work assignments or procedures; criticism not always constructive; not generally cooperative in dealing with unanticipated changes	Resistant to changes and adjustments to work; criticisms are not warranted; uncooperative in dealing with unanticipated changes

Attachment 9 Continued

WORK HABITS	Evaluation				
	Far Exceeds Standards	Exceeds Standards	Meets Standards	Below Standards	Far Below Standards
<b>Meeting Targets &amp; Timetables</b>	Performs at levels better than targets; early with timetables and deadlines	Always meets targets, timetables and deadlines; always prompt and prepared for meetings and other scheduled events	Consistently meets targets, timetables and deadlines; consistently prompt and prepared for meetings and other scheduled events	Inconsistent in meeting targets, timetables <u>or</u> deadlines; inconsistent in promptness <u>or</u> preparation for meetings <u>or</u> other scheduled events	Frequently does not meet targets, timetables, <u>or</u> deadlines; frequently lacks promptness <u>or</u> preparation for meetings <u>or</u> other scheduled events
<b>Communication with TO Manager</b>	Anticipates developments or delays making appropriate adjustments; works independently with little or no supervision	Always keeps TO Manager informed of key developments; responds quickly and appropriately to unanticipated delays or developments; works independently with minimal supervision	Consistently keeps TO Manager informed of key developments and/or delays; responds to routine developments appropriately; works with general supervision	Inconsistent in keeping TO Manager informed of delays <u>or</u> developments; some routine developments require supervisory guidance; requires close supervision	Frequently does not keep TO Manager informed of developments <u>or</u> delays; routine developments often require supervisory guidance; requires constant supervision
<b>Use of Time</b>	Completes all regular assigned work plus additional assignments; plans productive activities in advance to fill any idle time	Usually completes additional assigned work and completes all regularly assigned duties; finds productive activities to fill any idle time	Completes all assigned work in time allocated; use of idle time does not interfere with work of others	Inconsistent in completing assigned work in time allocated; seldom completes additional tasks	Frequently does not perform regularly assigned work in time allocated; use of idle time negatively impacts work
<b>Organization of Work Environment</b>	Always maintains clean, organized work environment; always practices, maintains and promotes safe work habits; always properly maintains and cares for equipment		Consistently maintains clean, organized work environment; consistently practices and maintains safe work habits; consistently maintains and cares for equipment properly	Inconsistent in maintaining clean, organized work environment; inconsistent in practicing <u>or</u> maintaining safe work habits; inconsistent in properly maintaining <u>or</u> caring for equipment	Frequently does not maintain clean, organized work environment; frequently does not practice safe work habits; frequently does not properly maintain <u>or</u> care for equipment

Attachment 9 Continued

<b>JOB KNOWLEDGE</b>	<b>Evaluation</b>				
	<b>Far Exceeds Standards</b>	<b>Exceeds Standards</b>	<b>Meets Standards</b>	<b>Below Standards</b>	<b>Far Below Standards</b>
<b>Policies/ Procedures/ Practices</b>	Appropriately uses and interprets correct policies, procedures, and practices and frequently makes recommendations to improve them	Appropriately uses and interprets correct policies, procedures, and practices and occasionally makes recommendations to improve them	Appropriately uses correct policies, procedures, and practices	Inconsistently uses correct policies, procedures, and practices	Rarely uses correct policies, procedures, and practices
<b>Organizational Skills</b>	Systematically and innovatively manages activities, information and resources and makes recommendations for improvement	Systematically manages activities, information and resources and makes some recommendations for improvement	Proficiently manages activities, information and resources	Ineffectively manages some activities, information and resources	Rarely manages activities, information and resources
<b>Equipment/ Technology</b>	Develops and uses innovative applications of equipment/technology	Familiar with and appropriately uses equipment/technology	Basic familiarity with equipment/technology	Some understanding of the administration's or unit's equipment/technology	Little or no understanding of the administration's or unit's equipment/technology
<b>Terminology</b>	Appropriately uses and clearly explains terminology of the administration and unit; keeps abreast of new concepts and terminology	Familiar with and appropriately uses terminology of the administration and unit	Basic familiarity with terminology of the administration and unit	Some understanding of the administration's or unit's terminology	Little or no understanding of the administration's or unit's terminology

Attachment 9 Continued

<b>JOB QUALITY</b>	<b>Evaluation</b>				
	<b>Far Exceeds Standards</b>	<b>Exceeds Standards</b>	<b>Meets Standards</b>	<b>Below Standards</b>	<b>Far Below Standards</b>
<b>Completion of Assignments</b>	Works independently with broad direction and little or no follow up; self-motivated to complete	Independently completes assignments with minimal direction and follow up	Independently completes assignments with routine supervision	Occasionally unable to complete assignments independently; requires frequent supervision and follow up	Requires direct supervision while performing all aspects of routine assignments
<b>Problem Solving</b>	Anticipates potential problems and acts accordingly; makes an effort to prevent recurring problems	Recognizes and analyzes complex problems and takes appropriate action or recommends effective, creative solutions	Recognizes and analyzes routine problems and takes appropriate action	Occasionally recognizes problems; experiences some difficulty with analysis; requires some assistance to develop workable solutions	Rarely recognizes problems; experiences extreme difficulty with analysis; recommends ineffective solutions or unable to recommend solutions
<b>Accuracy</b>	Work performed at the highest level of accuracy; errors extremely rare, always minor	Work performed at a high level of accuracy; errors usually minor in nature	Work performed at an acceptable level of accuracy	Work performed occasionally at an unacceptable level of accuracy; frequent errors	Work performed with frequent and recurrent errors in routine assignments
<b>Work Process/Product/Services</b>	Develops highest quality work product or demonstrates highest quality of services	Thoroughly researches, analyzes, and prepares high quality work product or provides high quality services	Thoroughly researches and efficiently prepares product at acceptable standards or provides services at acceptable standards	Has difficulty with work process/product/services; occasionally unable to meet an acceptable standard of quality	Rarely meets acceptable standards of quality
<b>Working Under Pressure</b>	Efficiently and effectively performs all assignments regardless of distractions or pressure situations	Frequently handles difficult pressure situations and distractions without affecting performance; reprioritizes workload as needed	Appropriately handles routine pressure situations and distractions of the job while maintaining normal workload	Low tolerance to some pressure situations or distractions which hinder job performance	Rarely able to work under pressure situations or handle distractions

<b>JOB QUANTITY</b>	<b>Evaluation</b>				
	<b>Far Exceeds Standards</b>	<b>Exceeds Standards</b>	<b>Meets Standards</b>	<b>Below Standards</b>	<b>Far Below Standards</b>
<b>Volume of Work</b>	Always produces more than required	Frequently produces more than required	Produces the required volume of work	Occasionally fails to meet requirements	Rarely meets requirements

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**

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