

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



**MARYLAND DEPARTMENT OF TRANSPORTATION (MDOT)
STATE HIGHWAY ADMINISTRATION (SHA)
OFFICE OF TRAFFIC AND SAFETY
MOTOR CARRIER DIVISION (OOTS-MCD)**

SOLICITATION NUMBER J02B9400034

**VIRTUAL WEIGH STATION PROJECT MAINTENANCE
AND SYSTEM PRESERVATION**

ISSUE DATE: JULY 16, 2020

MARYLAND DEPARTMENT OF TRANSPORTATION (MDOT)
KEY INFORMATION SUMMARY SHEET

Solicitation Title:	Virtual Weigh Station Project Maintenance and System Preservation
Solicitation Number (TORFP#):	J02B9400034
Functional Area:	Functional Area 8 – Application Service Provider
TORFP Issue Date:	Thursday July 16, 2020
TORFP Issuing Office:	Maryland Department of Transportation State Highway Administration (MDOT SHA or the "Department")
Location:	7201 Corporate Center Drive Hanover MD 21076
TO Procurement Officer: e-mail: Office Phone:	Ron Eshleman 7201 Corporate Center Drive Hanover, MD 21076 reshleman@mdot.maryland.gov 410-865-1230
TO Manager: e-mail: Office Phone:	Dave Czorapinski Chief, Motor Carrier Division Office of Traffic and Safety (OOTS-MCD) 7491 Connelley Drive, Hanover MD 21076 dczorapinski@mdot.maryland.gov 410-582-5734
TO Proposals are to be sent to:	reshleman@mdot.maryland.gov
TO Pre-Proposal Conference:	Wednesday, August 5, 2020 at 10:00am EST Local Time Via the Web See Attachment A for instructions.
TO Proposals Due (Closing) Date and Time:	Monday, August 31, 2020 by 2:00PM EST Local Time Offerors are reminded that a completed Feedback Form is requested if a no-bid decision is made (see Section 5).
MBE Subcontracting Goal:	No MBE Goal
VSBE Subcontracting Goal:	No VSBE Goal
Task Order Type:	Firm Fixed Price
Task Order Duration:	Five (5) years base period with zero (0) option periods, commencing from Notice To Proceed (NTP)

Primary Place of Performance:	State Highway Administration (SHA) Office of Traffic and Safety - Motor Carrier Division (OOTS – MCD) 7491 Connelley Drive, Hanover MD 21076
SBR Designation:	No
Federal Funding:	No
Questions Due Date and Time	Wednesday, August 12, 2020 at 10:00am EST Local Time

TABLE OF CONTENTS - TORFP

1	Minimum Qualifications	1
1.1	Offeror Minimum Qualifications.....	1
1.2	Offeror Personnel Minimum Qualifications.....	1
2	TO Contractor Requirements: Scope of Work	2
2.1	Summary Statement.....	2
2.2	Background and Purpose	2
2.3	Responsibilities and Tasks.....	4
2.4	Change Orders	19
2.5	Service Level Agreement (SLA).....	19
3	TO Contractor Requirements: General	24
3.1	Task Order Initiation Requirements	24
3.2	End of Task Order Transition.....	24
3.3	Invoicing.....	26
3.4	Liquidated Damages	28
3.5	Disaster Recovery and Data	28
3.6	Insurance Requirements	29
3.7	Security Requirements.....	30
3.8	SOC 2 Type 2 Audit Report	35
3.9	Performance and Personnel	35
3.10	Substitution of Personnel.....	38
3.11	Minority Business Enterprise (MBE) Reports.....	39
3.12	Veteran Small Business Enterprise (VSBE) Reports	39
3.13	Work Orders	39
3.14	Additional Clauses.....	40
4	TORFP Instructions	44
4.1	TO Pre-Proposal Conference.....	44
4.2	Questions	44
4.3	TO Proposal Due (Closing) Date and Time	44
4.4	Award Basis.....	45
4.5	Oral Presentation	45
4.6	Limitation of Liability	45

4.7	MBE Participation Goal	45
4.8	VSBE Goal	45
4.9	Living Wage Requirements	45
4.10	Federal Funding Acknowledgement.....	45
4.12	Non-Disclosure Agreement	46
4.13	Location of the Performance of Services Disclosure	46
4.14	Department of Human Services (DHS) Hiring Agreement.....	46
4.15	Small Business Reserve (SBR) Set-Aside.....	46
5	TO Proposal Format	47
5.1	Required Response	47
5.2	Two Part Submission.....	47
5.3	TO Proposal Packaging and Delivery	47
5.4	Volume I - TO Technical Proposal.....	48
5.5	Volume II – TO Financial Proposal	51
6	Evaluation and Selection Process.....	52
6.1	Evaluation Committee	52
6.2	TO Technical Proposal Evaluation Criteria.....	52
6.3	TO Financial Proposal Evaluation Criteria.....	52
6.4	Selection Procedures	53
6.5	Documents Required upon Notice of Recommendation for Task Order Award.....	53
7	TORFP ATTACHMENTS AND APPENDICES	55
Attachment A.	TO Pre-Proposal Conference Response Form.....	57
Attachment B.	TO Financial Proposal Instructions & Form.....	59
Attachment C.	Bid/Proposal Affidavit.....	63
Attachment D.	Minority Business Enterprise (MBE) Forms	70
Attachment E.	Veteran-Owned Small Business Enterprise (VSBE) Forms	71
Attachment F.	Maryland Living Wage Affidavit of Agreement for Service Contracts	72
Attachment G.	Federal Funds Attachments.....	76
Attachment H.	Conflict of Interest Affidavit and Disclosure	77
Attachment I.	Non-Disclosure Agreement (TO Contractor).....	78

Attachment J.	HIPAA Business Associate Agreement.....	83
Attachment K.	Mercury Affidavit.....	84
Attachment L.	Location of the Performance of Services Disclosure	85
Attachment M.	Task Order	86
Appendix 1.	Abbreviations and Definitions.....	90
Appendix 2.	Offeror Information Sheet.....	95
Appendix 3.	Criminal Background Check Affidavit	96
Appendix 4.	Labor Classification Personnel Resume Summary	97
Appendix 5.	MDOT Information Security Plan.....	101
Appendix 6.	Maryland Virtual Weigh Station Locations.....	102
Appendix 7.	RITIS Virtual Weigh Station Interface Control Document	103
Appendix 8.	Virtual Weigh Station High Level Diagram.....	104
Appendix 9.	Virtual Weigh Station Concept of Operations.....	105

1 Minimum Qualifications

1.1 Offeror Minimum Qualifications

To be considered reasonably susceptible of being selected for award, an Offeror must provide proof with its TO Technical Proposal in Section 5.4.2 that the following Minimum Qualifications have been met:

- 1.1.1 Experience in the design and implementation of similar Intelligent Transportation Systems (ITS) projects within the US transportation community for the past three (3) years.
- 1.1.2 Knowledge and experience in large scale deployment of Scale systems, including Weigh-In-Motion systems utilizing Kistler sensors specifically as they relate to electronic pre-screening systems such as Virtual Weigh Station (VWS) for the past three (3) years.
- 1.1.3 Current certification in installing Kistler LINEAS® QWIM (Quartz Weigh-In-Motion) sensors.

1.2 Offeror Personnel Minimum Qualifications

The personnel proposed under this TORFP must meet all minimum qualifications for the labor category, as identified in the **CATS+ RFP, Section 2.10**.

(<http://doit.maryland.gov/contracts/Documents/CATSPPlus2016/060B2490023-2016CATSPPlus2016RFP.pdf> and subsequent Amendment #4 & Amendment – Section 2.10 update-see: http://doit.maryland.gov/contracts/Documents/CATSPPlus2016/060B2490023-2016_Section2.10_Amendment.pdf)

Proposed Personnel experience starting dates and ending dates must be clearly identified for each applicable minimum requirement.

1.2.1 The Project Manager proposed under this TORFP shall possess current:

- A. Professional Engineer (PE) Certification

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2 TO Contractor Requirements: Scope of Work

2.1 Summary Statement

- 2.1.1** The Maryland Department of Transportation (MDOT) is issuing this CATS+ TORFP on behalf of the State Highway Administration (SHA) Office of Traffic and Safety - Motor Carrier Division (OOTS – MCD) to obtain the services of one Master Contractor with a broad range of technical expertise to provide routine maintenance, support and system preservation activities for the Virtual Weigh Stations (VWS) at the twelve (12) Maryland Transportation Authority (MDTA) locations and the seven (7) SHA locations listed in Appendix 6.
- 2.1.2** This CATS+ TORFP shall include system preservation component for proactive Weigh-In-Motion (WIM) sensor and loop replacement.
- 2.1.3** MDOT SHA does not wish to procure a new or different software application under this solicitation. The system is based on existing proven technology and customized web-enabled software, which is integrated with the University of Maryland Regional Integrated Transportation Information System (RITIS). The existing software application at all locations shall continue to remain integrated with RITIS.
- 2.1.4** The Master Contractor shall continue to work with RITIS software developers as required to ensure all VWS data being transported to the RITIS Data Center meets the requirements of the RITIS VWS Interface Control Document, listed in Appendix 7 (Separate Attachment). This will require periodic communication with the RITIS developers to accommodate any hardware or software changes for technology refresh at the University.
- 2.1.5** **The TO Contractor shall provide one (1) Project Manager (Key Personnel) who is required to start at Notice to Proceed (NTP) for oversight services.**
- 2.1.6** **This CATS+ TORFP shall also include non-recurring optional tasks or assignments for system modifications and enhancements to the Virtual Weigh Station (VWS) via Work Orders (See Section 3.13).**
- 2.1.7** This CATS+ TORFP shall require the TO Contractor Personnel to work, perform research, and attend meetings at SHA Hanover Complex, SHA Headquarters, SHA District Offices or other sites.
- 2.1.8** Master Contractors are advised that, should a solicitation or other competitive award be initiated as a result of activity or recommendations arising from this Task Order, the Offeror awarded this Task Order may not be eligible to compete if such activity constitutes assisting in the drafting of specifications, requirement, or design thereof.
- 2.1.9** A Task Order award does not assure a TO Contractor that it will receive all State business under the Task Order.

2.2 Background and Purpose

2.2.1 Department Background

- A. The State Highway Administration is the State agency responsible for highway safety programs and highway preservation. Intelligent Transportation Systems (ITS) utilize technology to increase roadway safety, reduce motorist delays and air pollution, and improve the overall productivity of commercial vehicle operations. The Motor Carrier Division is tasked with supporting truck and bus safety programs, the hauling permits program, weigh station facilities, and Innovative Technology Deployment (ITD) which includes VWS.

- B. ITD is a nationwide program managed by Federal Motor Carrier Safety Administration (FMCSA) designed to:
 - 1. Improve safety and productivity of motor carriers, commercial vehicles and their drivers
 - 2. Improve efficiency and effectiveness of commercial vehicle safety programs through targeted enforcement
 - 3. Improve commercial vehicle data sharing within states and between states and FMCSA
 - 4. Reduce Federal/State and industry regulatory and administrative costs
- C. The ITD program is coordinating the statewide deployment of specific new ITS capabilities in three areas:
 - 1. Safety Information Exchange
 - 2. Credentials Administration
 - 3. Electronic Screening
- D. The ITD advanced the technological capability and promoted the deployment of intelligent transportation system applications for commercial vehicle operations, including commercial vehicle, commercial driver, and carrier-specific information systems and networks.

2.2.2 Project Background

- A. Virtual Weigh Stations (VWS) are becoming a key component of many states' roadside commercial vehicle enforcement programs. Depending on their design, VWS sites use roadside technologies to support enforcement of truck size and weight regulations, as well as commercial vehicle safety and credentialing regulations. These systems will expand the geographic scope and effectiveness of Maryland's truck size and weight enforcement program by monitoring and screening commercial vehicles on routes that bypass fixed inspection stations, as well as in heavily populated urban or geographically remote locations where it may be difficult to deploy enforcement personnel. Data from VWS sites also can effectively target enforcement resources on roadways where overweight trucks are known or are suspected to operate.
- B. VWS can help monitor statewide compliance rates and provide a deterrent to Commercial Motor Vehicles (CMVs) that use bypass routes for the purposes of violating state weight and safety regulations. Occasional and habitual offenders can be identified remotely and pulled over for targeted inspections. It is expected that this weight and height pre-screening approach will also provide advantages over a traditional random selection approach by providing law enforcement officers the necessary information to make an informed decision about additional inspection for a targeted CMV.
- C. The VWS is based on existing proven commercial, off-the-shelf (COTS) technology and customized, web-enabled COTS software. VWS provides a standard graphical user interface which is being utilized by law enforcement personnel in monitoring VWS-enabled bypass routes in the state. VWS also provides a means to push data, in real-time, to a third-party remote system - University of Maryland Regional Integrated Transportation Information System (RITIS). RITIS is the consolidated single sign-on image and data repository for all remote VWS sites and is the central VWS application used by law enforcement.

2.2.3 System Background

- A. The high-level layout for a VWS is provided on Appendix 8. The Concept of Operations for a VWS as provided on Appendix 9 is very flexible. At a minimum, the VWS includes the following technologies: WIM scales, camera system, screening software and communication infrastructure. Mainline WIM scales (such as Quartz Sensors) are used as weight pre-screening tools, along with a loop and an over height detector for distinguishing CMVs from other vehicles. A high resolution, high shutter speed pole mounted camera is used to capture images of overweight or over height CMVs, and the information is collected in a roadside cabinet with the appropriate computer and communications hardware and software. The captured information includes the vehicle's image, axle, tandem, combination, bridge formula and gross weights, height, speed, date and timestamp, and a summary display of the violation conditions observed. These are the core features.
- B. In addition, other custom features such as tailgating (following too close) and wrong direction can also be tailored to state or location specific requirements. An Infra-Red (IR) illuminator is used in conjunction with or without ambient site lighting to enhance image visibility at nighttime and in adverse weather conditions. A roving enforcement vehicle equipped with a laptop, an Internet browser and a broadband communications air card with any acceptable broadband communications technology to access the required information securely over the internet would have timely access to this information to make informed decisions about pulling offenders over and conducting a more thorough inspection.

2.2.4 State Staff and Roles

In addition to the TO Manager, the TO Contractor Personnel shall expect to interact with other MDOT and SHA personnel. Roles that will be working closely with the TO Contractor Personnel includes, but is not limited to:

- A. State Project Manager - the State will provide a Project Manager who will be responsible in managing and overseeing the maintenance of all Virtual Weigh Stations.

2.2.5 Other State Responsibilities

- A. The State may provide normal office working facilities for TO Contractor performance under this Task Order. Any special requirements (e.g., reprographic services, computer time, key data entry) shall be identified. All field equipment, lane closures, lane closure permit applications and approvals, and maintenance of traffic required for VWS maintenance is the responsibility of the TO Contractor.
- B. The State is responsible for providing required information, data, documentation, and test data to facilitate the TO Contractor's performance of the work and will provide such additional assistance and services as is specifically set forth.

2.3 Responsibilities and Tasks

2.3.1 General Requirements

The TO Contractor shall provide the following Virtual Weigh Station system general support and routine maintenance:

- A. Warranty and routine maintenance support for a period of five years for the existing twelve (12) Maryland Transportation Authority (MDTA) locations and seven (7) SHA locations listed in Appendix 6. Maintenance support shall be provided to each VWS system and its

- associated application services on-site, within two (2) business days of notification and on any of five (5) weekly working days.
- B. Maintenance shall commence on the NTP specified on the TOA (Task Order Agreement). Billing for such maintenance and support shall commence after 30 days of providing maintenance services, to be billed monthly for the duration of the contract.
 - C. Maintenance shall include half yearly calibration of the WIM sensors at each VWS location, and half yearly preventive maintenance on all COTS equipment, including the WIM cabinet to ensure performance in conformance with ASTM E1318-09. Preventative maintenance and equipment replacement are required for all equipment at each location that may fail or be rendered non-operational due to equipment failure during normal operation for any reason. Equipment replacement for all field replaceable equipment shall take place in a period not to exceed two (2) business days. The TO Contractor shall maintain sufficient inventory to ensure the replacement SLA is met and/or exceeded.
 - D. System preservation shall include the replacement of the existing Kistler WIM sensors and loop detectors at each existing location (dual sensor set, per lane cost including maintenance of traffic). This is required to provide proactive sensor replacement for system preservation, after mutual pre-determination of potential sensor failure at each installed site.
 - E. The VWS application shall continue to push data, in real-time, to a third-party remote system (University of Maryland's RITIS). RITIS is the consolidated single sign-on image and data repository for all remote VWS sites, and is the central VWS application used by law enforcement. The push data shall be provided through web services, or other data synchronization method deemed acceptable by the University. Please see Appendix 7 - RITIS Virtual Weigh Station ICD v2.0.
 - F. The TO Contractor shall provide additional resources to this Task Order as required for on-site maintenance support and to ensure VWS system operations. The TO contractor shall assign these resources as necessary for planned and unplanned maintenance:
 - 1. Computer Specialist
 - 2. Field Service Technician
 - 3. Electrician Journeyman
 - 4. Electrician, Licensed Master
 - 5. Field Engineer, Interdisciplinary (VWS Subject Matter Expert)
 - G. The TO Contractor shall ensure that all additional resources are qualified to perform the required tasks as necessary for the life of the TORFP. Resumes of these additional resources shall be provided by the Project Manager to the TO Manager prior to presenting themselves for work.
 - H. The TO Contractor shall be responsible for the maintenance and support of all equipment furnished under this contract.
 - I. The TO Contractor shall submit a preliminary six (6) month maintenance schedule for review by the TO Manager and/or their designated representative thirty (30) days after Notice to Proceed (NTP) date. The maintenance schedule shall include the planned dates for WIM calibration, remote maintenance, WIM cabinet and equipment maintenance for each VWS location.

- J. The TO Contractor shall provide six (6) monthly comprehensive site maintenance reports including calibration report, remote equipment diagnostics report, on-site WIM cabinet and equipment maintenance reports and any additional preventative control procedures reports undertaken of each component of the VWS system.
- K. A calibration and maintenance report shall be provided for each VWS site after each incidence of planned or unplanned service and/or maintenance if the WIM sensors need to be recalibrated.
- L. The TO Contractor, Project Manager and Lead Field Service Technician shall attend quarterly maintenance status meetings on-site at SHA Hanover location. The TO Contractor shall provide the status of all planned and unplanned maintenance during the past 120 days and any upcoming scheduled maintenance for the next 120 days. The meeting shall also include the discussion of all issues arising from unplanned maintenance, as well as risk mitigation for future issues.
- M. The TO Contractor shall provide the trouble ticket report for the past 120 days.
- N. The TO Contractor shall perform backups of the operating system, web, WIM application and configuration, and database server and any required data on a nightly basis to a redundant hot swappable disk located inside the WIM cabinet. The TO Contractor shall be required to perform a quick field replacement should the primary disk fail. All vehicle class, weight, volume and violation data shall be maintained on-site for three (3) months. Vehicle images shall be maintained on-site for one (1) month.
- O. The TO Contractor shall perform all work in a manner adapted to local conditions and best calculated to promote quality maintenance, to secure safety to life, person, and property, to assure a safe and continuous operation of the equipment and to reduce to a minimum any interference with the public and with other contractors in or about the property.

2.3.2 Functional Requirements

The functional requirements for the maintenance of nineteen (19) Virtual Weigh Station sites are as follows:

A. Virtual Weigh Station System Operation

1. The VWS system shall be capable of running in unattended mode 24 x 7.
2. The VWS system shall be capable of automatically recovering from loop detector and classifier errors (low speeds, rush hour backups, stop and go traffic, and similar events).
3. The VWS system shall be modular and rack mountable in a standard Type 332 or equivalent WIM roadside cabinet with a NEMA 4x rating, with foundations as required under Maryland law. A rack mounted monitor, keyboard, and mouse are required at each site in order to allow local diagnostics of the entire system at the remote location. This is necessary for unscheduled or planned field maintenance.
4. A local redundant hot-swappable backup of the entire operating system, software, firmware, and data shall be enabled on the WIM server PC. This is to ensure that the system can be made fully functional in the field if the primary hard drive fails.
5. An uninterrupted power supply with at least 15 minutes of backup power to the entire system shall be provided to support power interruptions, brownouts, and other power anomalies at each location.

6. The VWS system shall be capable of automatically starting up and resuming operation after a sustained power outage.
7. The VWS system contains multiple sites geographically dispersed throughout the State. To effectively manage and control these systems, a remote performance monitoring, diagnostic and camera control system are required at each site.
8. The VWS user interface shall pass all vehicle and image data to the University of Maryland RITIS system in real-time. This interface shall be maintained with regular communication between the SHA Project Manager and University of Maryland development personnel.

B. Weigh-In-Motion Sensor

1. The WIM shall be capable of performing load and length measurements accurately. Axle load, axle-group load, gross vehicle weight, distances between axles, tandem axles, and bridge groups shall be captured and measured per CMV passage.
2. The drift rate of measurements by the WIM system shall be calibrated and tested to conform to ASTM E 1318-09 accuracy requirements for Type III WIMs. Once calibrated by the TO Contractor, the WIM system shall meet the ASTM 1318-09 accuracy requirements for Type III WIMs over a six month period.
3. The WIM shall capture, per CMV passage, the date and time of passage. Date and time shall be synchronized with Network Time Protocol (NTP servers) at a regular interval. Timestamps shall not drift more than two seconds in a given month.
4. The WIM shall record a vehicle record number (sequence number) for each CMV passage.
5. The WIM shall capture the speed of CMV passage.
6. The WIM shall capture and recognize vehicle class for each CMV passage as indicated per the ASTM and FHWA assigned vehicle classes. Class, speed, weight and axle spacing data for all vehicle classes indicated by the ASTM and FHWA class tables shall be captured.

Note: The following exceptions need to be tailored to the FHWA vehicle classes:

- a) 2 axle vehicles of class 3 or 5 that fall under 10,000 lbs. shall be captured for data collection and archival, but filtered from the output. Technically, all class 3 or 5 vehicles less than 10,000 lbs. are classified to class 2, since law enforcement is not interested in enforcement action for these vehicles.
- b) Any 3 axle vehicles shall not be filtered: Vehicles such as a small pickup towing a single axle trailer shall not be filtered. This rule set is configured specifically for law enforcement action, in order to screen vehicles with certain types of violations. Examples are unlicensed commercial operators that register the vehicle as a personal vehicle, and then use it for commercial purposes with no CDL or no DOT number, with a single axle trailer and equipment sitting on the trailer. Technically, all 3 axle vehicles less than 10,000 lbs. are classified to class 3.

7. The WIM shall be able to capture multiple types of violation if multiple violations occur per CMV passage. Typical violations include over weight gross, over weight single axle, over weight tandems, unbalanced loads, bridge formula violations, wrong direction errors, too close, over speed, over acceleration. These violations shall be configurable (by SHA) and selectable for graphical user interface viewing.
8. The user interface for the WIM shall be configurable to receive data regarding every CMV passage or a CMV passage with violations. If a passage with violations needs to be observed, the threshold levels to define each violation shall be configurable.

C. Camera Operation

1. The camera shall be capable of capturing every CMV passage or every CMV passage with violations.
2. The camera's features, such as focus, zoom, and aim, shall be configurable but fixed. Pan, Tilt, Zoom (PTZ) capabilities are not desirable once aimed and fixed, but need to be provided for targeted law enforcement action should the need arise to modify the frame of view.
3. The camera's shutter speed, color enhancement, and monochrome/color switching modes shall be configurable.
4. The camera shall be triggered every time a vehicle passes over the loop detector. Image capture shall be configurable with vehicle class and other configuration settings.
5. The camera shall capture image with CMV distinguishing features such as cab and trailer color and distinguishing characteristics such as; but not limited to, company name and graphic logos under low light. The CMV profile shall be recognizable with limited light to humans. The captured images shall be recognizable to law enforcement personnel and validated during system tests. Adverse conditions such as heavy rain and snow may not exclude the camera from meeting the requirement.
6. The camera and pole system shall have two additional inner duct conduits buried with additional cabling capability up to the WIM cabinet location entry point. Additional conduit and cabling is required to provision the addition of a License Plate Reader (LPR) camera and associated power for future expansion capability at each VWS site.

D. Infra-Red (IR) Illuminator(s)

1. IR illuminator(s) shall enhance image capture performance in the early morning and late night hours. The illuminator(s) shall be configured to automatically turn off during daytime hours. Vehicles shall be clearly illuminated and differentiated by visible truck profiles during nighttime hours for the officer to be able to make a determination of the truck profile, logos and any distinguishing features to the extent possible.
2. IR illuminator(s) of appropriate intensity shall be selected to illuminate the front and the side of each vehicle. This shall be determined by field conditions unique to each site. IR lamp(s) shall be solid state.

E. Over Height Sensor

1. The Over Height Sensor shall detect any CMV passage with over height characteristics over a preset threshold.
2. The Over Height Sensor shall not detect any CMV or other vehicles with heights complying with Maryland traffic laws.
3. The Over Height Sensor shall not be triggered by false-positives (such as birds, etc). If an over height sensor spans multiple lanes, false positives shall be alleviated or eliminated to the extent possible.

F. Cellular Router (for broadband communications)

1. The cellular router shall support high speed 4G cellular modems including LTE, HSPA+, EV-DO, HSPA, HSUPA, HSDPA standards. Newer standards that are deployed by the cellular provider during the maintenance term shall be supported as necessary. The router shall provide advanced firewall, security, and Quality of Service (QoS) functions. It shall minimize time latency from image and data transmission on the WIM server to image receipt on a PC client or third-party data subscriber to under five (5) seconds. The time latency requirement will need to be satisfied for 99% of all captured vehicle images.
2. The cellular router access shall be controlled (secure) with username and password restrictions for administrative personnel only via a secure Virtual Private Network (VPN) client. In addition, the cellular router shall be configured to restrict distributed denial-of-service (DDOS) and other internet based attacks. Default security features on the router shall be enabled at a minimum.
3. The cellular router shall be able to support external high gain cellular antennas and cell service boosters as necessary for cellular communications outside the WIM cabinet. The TO contractor is required to ensure reliable cellular communications persist between the WIM cabinet and TO contractor, including the real time, dedicated data connection to the University of Maryland RITIS.

G. WIM Server PC and WIM Reader Server Software

1. The TO Contractor shall be able to login to the WIM Server PC via a secure VPN client for administrative and remote maintenance functions and usage only. Ordinary user logins to each location shall remain prohibited. Administrative logins and user interface capabilities shall be tested to work with internet browsers such as Explorer, Edge, Chrome, and updated versions released during the period of performance of this contract. Administrative functions (such as weight and other violation threshold configurations, WIM calibration, span adjustment changes, etc.) shall be performed by the TO contractor only. Note: A Verizon front-facing fixed IP address is provided for each location using a State contract vehicle.
2. Secure remote computer access for administrative and remote maintenance purposes shall be available via VPN client only.
3. The server software shall be able to generate a variety of vehicle reports at the client PC. These will include, but are not limited to:

- a) a history and thumbnail images of the last ten (10) vehicles or last ten (10) vehicles with violations,
 - b) vehicle violations by class over a user specified period,
 - c) vehicle volumes by class and/or speed over a user specified period,
 - d) vehicle detail report by vehicle ID or similar record, and
 - e) weekly and/or monthly summaries of all the reports listed above.
4. Violation, non-violation, class, weight, volume, speed and other data, including image cleanup thresholds, shall be user configurable at the WIM server software.
 5. At least three concurrent connections and/or open sessions shall be possible with the WIM server PC at any given time. One of these connections shall be a dedicated connection to the third-party data subscriber.

H. WIM Thin Client

1. The WIM client Graphical User Interface (GUI) shall continue to display thumbnail as well as larger vehicle images and data (speed, axle and gross weights, distance between axles, vehicle class and all violation data and messages - if any) of each vehicle transmitted from the server PC. These shall be configurable in US and metric (international) weight systems. The WIM client shall highlight images of violations in Red.
2. The GUI shall be light weight, and consume minimal resources on the client laptop or PC.
3. The client application shall be browser based. It shall be able to support and be compatible with browsers such as Internet Explorer and Chrome and any new versions released during the period of performance of this contract.
4. The client application shall be compatible with any Windows versions released during the period of performance of this contract. The TO contractor shall upgrade to the latest version of Windows for continued operation. All WIM software shall continue to operate on the newer version.
5. The client application shall be configured for secure user access with usernames and passwords that are not transmitted in clear text. A security socket layer/transport layer security (SSL/TLS) protocol suite such as https shall be used to provide encryption and secure identification to the IP based application.

I. Conduits and Pull Boxes

1. All cables shall be in conduits required and specified by the Maryland Book of Standards and 2019 Standard Specifications for Construction and Materials, 2019.
<https://www.roads.maryland.gov/pages/sscm.aspx?PageId=853&lid=SSP> All pull boxes shall meet all general and special specifications listed under the Maryland Book of Standards. Proper grounding plans shall be maintained for each site. Duct seal shall be used to seal all conduits in the cabinets and in all junction boxes to avoid rodent and other infestation.

2. All underground cable ducts shall be marked with marking flags above ground surface. All under road surface (bored) conduits shall be marked with marking tape over the road surface for future identification.

2.3.3 Technical Requirements:

The technical requirements for the nineteen (19) Virtual Weigh Station sites during the maintenance period are as follows:

A. Virtual Weigh Station System

1. TO Contractor shall maintain a comprehensive system description and operational characteristics for a fully integrated, turnkey VWS system, including all system sub components and materials. This shall include, but is not limited to, details regarding secure, weather resistive and climate controlled roadside enclosures, cabinets, poles, for any and all equipment with appropriate concrete pads, foundations and other mounting hardware for local environmental and climate conditions.

B. WIM Sensor

1. The WIM sensor shall remain equivalent in form, fit and function to the Kistler Quartz 9195 QWIM2 sensor configuration (dual strip) for each installation with associated Kistler electronics, to maintain a standard infrastructure for all VWS installations. Other WIM sensors shall not be installed by the TO Contractor.
2. The TO Contractor shall provide Kistler certified installation personnel to install and configure sensor to weight average over two sensors in a standard configuration. In the event of a sensor failure, the sensor shall be reconfigurable to provide weights and classification using a QWIM1 configuration (single strip).
3. WIM sensor shall meet accuracy of load measurements - tested against measurements by certified portable scale (tolerance for 95% compliance, ASTM E 1318-09, Table 2).
 - a) Accuracy of Axle Load measurements: $\pm 15\%$.
 - b) Accuracy of Axle-Group Load measurements: $\pm 10\%$.
 - c) Accuracy of Gross Vehicle Weight measurements: $\pm 6\%$.

Note: Individual axle, gross weight, and height thresholds shall be set to applicable Maryland laws for passage over state roads.
4. WIM sensor shall meet accuracy of length measurements (distance between axles) – tested against manual measurements (tolerance for 95% compliance).
 - a) Accuracy of length between first and last axle measurements: ± 0.5 ft.
5. WIM sensor shall meet accuracy of speed: ± 1.0 mph.
6. WIM sensor shall meet accuracy of bridge formula calculation: $\pm 10\%$.
 - a) FMCSA regulation §658.17 states that no vehicle or combination of vehicles shall be moved or operated on any interstate highway when the gross weight on two or more consecutive axles exceeds the limitations prescribed by the following formula:

$$w = \text{MROUND} \left(500 \left(\frac{l \cdot n}{n - 1} + 12n + 36 \right), 500 \right)$$

w = the maximum weight in pounds that can be carried on a group of two or more axles

l = spacing in feet between the outer axles of any two or more consecutive axles

n = number of axles being considered

7. WIM sensor shall meet the following drift rate of measurements
 - a) Drift rate of weight load measurements over 6 weeks: $\pm 2.5\%$.
 - b) Drift rate of length measurements over 6 weeks: $\pm 2.5\%$.
8. The percentage of misclassifications: $< 5\%$.
9. The percentage of CMV passages that is not recorded by the WIM: $< 5\%$.
10. The WIM sensor(s) shall remain installed in-ground with epoxy equivalent in form, fit, and function to Kistler 1000A1 epoxy, and associated Kistler charge amplifiers, cables and connection hardware. No substitutions shall be permitted.
11. Loop detector(s) used in conjunction with the WIM layout shall have a minimum loop area of 6 feet x 6 feet with 45° angle cuts at the corners. The loop wire shall be single conductor, 14AWG, IMSA 51-5 compliant. Loop leads shall be 2 conductor, 14AWG, in IMSA 50-2 cable. All saw cut loops shall be sealed with 3M-loop sealant. The TO Contractor shall provide technical and functional justification (due to site conditions) if this layout needs to be modified.
12. After any sensor replacement, a comprehensive sensor calibration shall be performed by the TO Contractor after installation. This calibration shall include at least ten (10) passes by a certified weight truck passing over the sensor ten (10) miles below the speed limit and at the posted speed limit for the road under consideration. The results of these tests, along with the associated truck images for each pass, shall be provided to the SHA as a part of acceptance testing. These tests shall be carried out in coordination with appropriate SHA personnel.

C. Camera

1. The camera shall remain equivalent in form fit and function to the Bosch Dinion IP Dynamic 7000 camera to maintain a standard infrastructure for all VWS installations. The camera shall be paired with the appropriate IP66/67 compliant, all weather enclosure with heater and blower as appropriate for local weather conditions. If a camera substitution needs to be made, the TO Contractor shall provide technical, functional and business justification for this substitution.
2. The camera shall remain installed and configured to meet the following requirements:
 - a) The percentage of CMV passages captured by the camera: $> 95\%$.
 - b) The percentage of false alarms (The number of non-CMV images/The total number of captured images): $< 5\%$.

- c) The percentage of images with CMV distinguishing features and CMV profile: > 95%.
- d) The percentage of images with CMV distinguishing features and CMV profile in limited light: > 95%.

D. Over Height Sensor

- 1. The over height sensor shall remain equivalent in form, fit and function to the Banner Engineering over height detector with a passive reflector on the opposite side of roadway to maintain a standard infrastructure for all VWS installations, and to eliminate the costs for an additional underground bore and conduit for power and cable across road surfaces. If a detector substitution needs to be made, the TO Contractor shall provide technical, functional and business justification to indicate all available rationale behind this substitution.
- 2. The over height sensor shall remain installed and configured to meet the following requirements:
 - a) The percentage of misdetections or false detections: < 5%.

E. Cellular Router

- 1. The cellular router shall remain equivalent in form, fit and function to the Digi TransPort WR11 XT L800 router for Verizon 4G-LTE cell services. Note: SHA provides and maintains a static IP address for each remote VWS location. The cellular infrastructure is installed and maintained by the selected TO Contractor and/or their subcontractor. The cellular data monthly recurring subscription cost is not part of this contract. If a cellular router substitution needs to be made during the maintenance period, the TO Contractor shall provide technical, functional and business justification to indicate all available rationale behind this substitution.
- 2. The cellular router shall remain installed and configured at each site to meet the following requirements:
 - a) Maximum time latency between the WIM cabinet and RITIS real time data transfer: < 5 seconds.
 - b) The percentage of images and data successfully transmitted to RITIS: 100%.
 - c) 802.11 router access shall be turned off. Only the cellular interface and local access interfaces shall be turned on.

F. WIM Server PC

- 1. The server PC shall remain equivalent in form, fit and function to a rack or panel mounted SmallPC (www.smallpc.com) or Tangent PC (www.tangent.com) designed for external, environmentally rugged industrial applications.
- 2. TO Contractor shall maintain complete technical and environmental specifications for WIM server PC and associated components mounted inside WIM cabinet. This subsystem shall include a rack or shelf mounted monitor, a keyboard, and a mouse for local diagnostics and maintenance. This subsystem shall also include but is not limited to a redundant hot-swappable hard disk to back up the operating system, application and

other COTS software, the local database, in the event of a primary disk failure for quick disk replacement in the field.

3. The PC, router and other applicable devices shall be synchronized to the Network Time Protocol (NTP) continually. The timestamp drift shall not exceed 2 seconds every month.

2.3.4 Site Enhancement Requirements

- A. Site enhancement shall consist of instrumenting US 213 northbound, single lane, Kent County, in the immediate vicinity of existing US 213 southbound VWS. Enhancement shall include image camera, infrared illuminator, required WIM sensors, associated WIM hardware, software, and loops, weigh in motion controller(s), and any required poles, conduits, and civil work, including maintenance of traffic. The site enhancement shall utilize the existing weigh in motion cabinet for instrumenting the northbound lane.

2.3.5 System Preservation Requirements

- A. Sensor replacement - Provide and install a dual Kistler WIM sensor set and loop detector at each location (single lane cost only), including an estimate for maintenance of traffic and sensor calibration. This is required to provide proactive sensor and loop replacement when routine site maintenance and support inspections identify an imminent failure or significant degradation of the WIM sensor and loop combination at each site. MDOT shall have the option of requesting a sensor and loop replacement for one or more sites (single or dual lane replacement as applicable) to guarantee system preservation of the statewide VWS infrastructure.

2.3.6 Project Management Requirements

- A. The TO Contractor shall assign a project manager to facilitate and oversee the entire project. The Project Manager shall be the primary contact for SHA for all items concerning the ongoing maintenance and system preservation. The TO Contractor shall certify that this Project Manager has the authority to make significant and critical decisions relevant to the project and has management access to resolve problems beyond their direct authority.
- B. The Project Manager shall be required to be on-site during critical issues related to field maintenance of each VWS site, if a maintenance issue cannot be resolved successfully by a designated field technician during a critical failure.
- C. The Project Manager shall provide the following to the TO Manager on a monthly basis by email:
 1. Status Report consisting of:
 - a) Service Tasks completed in the prior month.
 - b) Service Tasks expected to be completed in the current month.
 - c) Any service tasks that are behind schedule with a description of the problem.
 - d) All active service issues with status and resolution plan.
 2. Updated site maintenance schedule by month. This should include the calibration, remote check, and WIM cabinet maintenance schedule for each site.
- D. The Project Manager shall meet with the TO Manager or his designee to discuss the status report in **Section 2.3.6.C** on-site at the SHA Headquarters on a quarterly basis and via teleconference on a weekly basis.

- E. The Project Manager shall communicate any maintenance changes and/or delays, when proposed changes are initiated or delays are expected to occur, to SHA in writing, along with an estimated schedule impact, schedule revision and remediation steps, if any.

2.3.7 Software License Requirements

- A. The TO Contractor shall issue to SHA a non-transferable, non-exclusive license to use the supplied software and training materials on a restricted rights basis. A description of the Software License shall be furnished together with the response to this TORFP. It is understood that this Software License shall apply to executable code only, and that the source code for Software shall not be provided except as by the following paragraph.
- B. Any open source software utilized for system and application development shall be identified and provided by the TO Contractor to SHA, to ensure future system compatibility.

2.3.8 Software Maintenance Requirements

- A. The TO Contractor shall upgrade to the latest version of Windows for continued operations.
- B. Software maintenance shall include all future software updates and system enhancements applicable to system modules licensed without further charge to the State.
- C. Support shall be provided for superseded releases and back releases still in use by the State.
- D. For the first year and all subsequent Task Order years, the following services shall be provided for the current version and one previous version of any software provided, commencing on NTP.
 - 1. Error Correction. Upon notice by State of a problem with the Software (which problem can be verified), reasonable efforts to correct or provide a working solution for the problem.
 - 2. Material Defects. TO Contractor shall notify the State of any material errors or defects known or made known to TO Contractor from any source during the life of the Task Order that could cause the production of inaccurate or otherwise materially incorrect results. The TO Contractor shall initiate actions as may be commercially necessary or proper to effect corrections of any such errors or defects.
 - 3. Updates. TO Contractor shall provide to the State at no additional charge all new releases and bug fixes (collectively referred to as "Updates") developed or published by the TO Contractor and made available to its other customers.

2.3.9 Equipment Maintenance Requirements

- A. The TO Contractor shall maintain all component equipment deliveries of the VWS system with carriage, insurance and freight pre-paid (CIF) at the expense of the TO Contractor. This equipment shall be delivered and stored in premises maintained by the TO Contractor.
- B. SHA shall assume no responsibility for the safe keeping of any maintenance component equipment at SHA premises.
- C. A minimum of one full set of field replaceable VWS equipment shall be maintained at the TO Contractor's local warehouse or equipment depot. This shall include, but is not limited to: WIM server PC, LCD display, PC keyboard, Cellular Router, network switch/hub, high gain antenna, CVW and CVM unit(s) capable of supporting two lanes, four (4) Kistler charge amps, UPS unit, loop detector, camera, over height detector and reflector, front and side fire

IR illuminator units, and any other field replaceable equipment necessary to return any VWS site to full operation in the event of a site failure within the required SLA timeframes. Maintenance and support for all equipment shall be available from the TO Contractor, on-site, within two (2) business days of notification of the need for unplanned maintenance and support.

- D. The TO Contractor shall maintain equipment in a professional and workmanlike manner and in accordance with all applicable Maryland codes and standards and good engineering practices.
- E. The TO Contractor shall continue to maintain equipment to ensure minimum disruption to SHA operations. Lane and shoulder closures shall be accomplished with appropriate traffic control provisions as mandated by the permit. SHA shall be given at least 72 hours' notice of the time and duration of the proposed Maintenance of Traffic (MOT) and any and all lane closures. Work shall be coordinated with the appropriate SHA and District or County entity.

2.3.10 Equipment Installation or Replacement Requirements

- A. The TO Contractor shall install or replace equipment as required during planned or unplanned maintenance. Replacement information shall be communicated in advance to SHA.
- B. The TO Contractor shall provide all mounting hardware, cables, plugs, and accessories and all incidentals necessary to complete the work.
- C. The TO Contractor shall factor in site availability for equipment installation. SHA will make its best endeavor to have sites available for equipment maintenance, however SHA shall not be held responsible for any necessary or unforeseen unavailability of sites.
- D. The TO Contractor shall continue to properly ground all equipment racks and cabinets, and individual equipment. During the maintenance phase, the TO Contractor shall continue to take special note of the presence of high ground currents in the vicinity of energized rail tracks and similar ground operating conditions and take appropriate steps to avoid ground loops and consequent equipment damage.
- E. The TO Contractor shall maintain connections to all main equipment racks to suitable breaker panels. All electrical wiring and connections shall be properly maintained, and properly terminated during any electrical replacements. Loose wiring or wiring not properly contained in a trough, conduit or raceway shall not be acceptable.
- F. Replacement parts and repairs provided, pursuant to planned or unplanned maintenance work shall be subject to prior approval by SHA and shall be tendered and performed in the same manner and extent as items originally delivered in accordance with this TORFP.

2.3.11 Additional Maintenance Requirements

- A. The TO Contractor shall communicate each VWS maintenance cycle, planned or unplanned, to SHA in advance, such that the minimum disruption of service shall occur to SHA operations.
- B. Any deviations or changes to each site during a planned or unplanned maintenance cycle shall be coordinated with SHA and agreed to by SHA in writing.
- C. The TO Contractor shall coordinate, obtain and verify that all permits are in place (lane and shoulder closure, maintenance of traffic and any related permits) and existing utilities have been properly located and marked if required.

- D. Maintenance of traffic, notification of maintenance, and soil disturbance as well as soil and surface rehabilitation work shall be done in accordance with the Maryland Book of Standards (<http://apps.roads.maryland.gov/businesswithsha/bizstdspecs/desmanualstdpub/publicationsonline/ohd/bookstd/index.asp>), the 2019 Standard Specifications for Construction and Materials (<https://www.roads.maryland.gov/pages/sscm.aspx?PageId=853&lid=SSP>) and in accordance with all Maryland environmental laws. Lightning protection shall be maintained at all outdoor locations, and all system components and equipment, per Maryland standards. All outdoor locations, system components and equipment shall be properly grounded. The TO Contractor shall be responsible for repairing and/or replacing any existing utilities that may be damaged or disrupted during any significant maintenance, if required, outside the WIM cabinet and associated connected components.
- E. The TO Contractor shall continue to mark all underground cable ducts with marking flags. All existing under road surface (bored) conduits shall continue to remain marked with marking tape over the road surface for future identification.
- F. In the event the TO Contractor is unable, or fails within the time prescribed to commence and diligently pursue and complete the planned or unplanned maintenance work, at the option of SHA and upon written notice to the TO Contractor, SHA shall contract with another company or use its own personnel and facilities for the performance of the maintenance work. The cost shall be incurred by the TO Contractor.

2.3.12 TO Contractor-Supplied Hardware, Software, and Materials

- A. All equipment, materials, labor, test plans, inventory lists, sensor and system calibration that are required during the maintenance period for the contract duration are the responsibility of the selected TO Contractor. The only exception for procurement is the monthly cellular subscription service cost, which is borne separately by the SHA through Verizon, the designated SHA cell service provider. All hardware and software procurements for ongoing maintenance shall comply with CATS+ Master Contract Section 2.2.1 Hardware (Equipment), Software and Data.
- B. By responding to this TORFP and accepting a Task Order award, an Offeror specifically agrees that for any software that it proposes for use by the State in response to this TORFP, the State will have the right to purchase from another source, instead of from the selected Offeror.
- C. The State shall be permitted limited user-specific application configuration settings.
- D. The TO Contractor is responsible for the acquisition and operation of all hardware, software and network support related to the services being provided and shall keep all software current.
- E. All upgrades and regulatory updates shall be provided at no additional cost.
- F. The State also requires that the Offeror provide fully functional, generally available software and multiple-user licenses for purchase as needed throughout the life of the Task Order, if applicable.
- G. The Offeror shall install and continue to provide all documentation for the software furnished under this Task Order.
- H. Material costs shall be passed through with no mark-up by the TO Contractor.
- I. The TO Contractor shall prepare software releases and stage at the TO Contractor premises for validation in the TO Contractor test environment in the event of required software

maintenance updates and/or upgrades. SHA will provide authorization to proceed. The SHA will have the ability to coordinate the distribution of these releases to the appropriate sites by the TO Contractor. To support this requirement, the TO Contractor shall propose, provide and fully describe their solution for updating all sites with any new software releases and/or upgrades.

- J. The Offeror shall provide manufacturer or provider's standard warranty for the item for any components replaced during the maintenance period. Any warranty period for goods and services will not commence until acceptance of the products or services by the SHA. Notwithstanding anything to the contrary, all defective items must be replaced at no additional cost to the State during the contract period.

2.3.13 Required Project 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. Offeror is required to review all applicable links provided below and state compliance in its response.

It is the responsibility of the TO Contractor to ensure adherence and to remain abreast of new or revised laws, regulations, policies, standards and guidelines affecting project execution. These include, but are not limited to:

- A. The State of Maryland System Development Life Cycle (SDLC) methodology at: www.DoIT.maryland.gov - keyword: SDLC;
- B. The State of Maryland Information Technology Security Policy and Standards at: www.DoIT.maryland.gov - keyword: Security Policy;
- C. The State of Maryland Information Technology Non-Visual Standards at: <http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx>;
- D. The State of Maryland Information Technology Project Oversight at: www.DoIT.maryland.gov - keyword: IT Project Oversight;
- E. The TO Contractor shall follow project management methodologies consistent with the most recent edition of the Project Management Institute's *Project Management Body of Knowledge Guide*; and
- F. TO Contractor Personnel shall follow a consistent methodology for all Task Order activities.
- G. The MDOT Information Security Plan (see Appendix 5).
- H. The TO Contractor agrees to abide by ITIL Procedures and Practices as practiced by MDOT.

2.3.14 Product Requirements

- A. Offerors may propose open source software; however, the Offeror must provide operational support for the proposed software as part of its TO Proposal.
- B. No international processing for State Data: As described in **Section 3.7 Security Requirements**, Offerors are advised that any processing or storage of data outside of the continental U.S. is prohibited.
- C. Any TO Agreement award is contingent on the State's agreement, during the TO Proposal evaluation process, to any applicable terms of use and any other agreement submitted under **Section 5.4.2.J.2**. Such agreed upon terms of use shall apply consistently across services ordered under the TO Agreement.

- D. The TO Contractor shall not establish any auto-renewal of services beyond the period identified in Task Order documents.

2.3.15 Site Maintenance Support

- A. “Site Maintenance Support” means TO Contractor-provided assistance for the services or solution furnished under this Task Order, after initial end-user support confirms a technical issue that requires additional troubleshooting capabilities; sometimes referenced as Tier II – IV support.
- B. Site Maintenance Support shall be available during Normal State Business Hours.
- C. The Department shall be able to contact a site maintenance support technician during Normal State Business Hours.
- D. The Department shall be able to enter a maintenance support ticket 24 hours per day, 7 days per week, 365 days per year.
 - 1) TO Contractor shall furnish trouble service ticket and associated maintenance services for SHA.
 - 2) Maintenance services are available during Normal State Business Hours. The maintenance ticketing system is available for user and customer entry for maintenance service implementation 24 x 7.
 - 3) TO Contractor shall utilize a maintenance service ticketing system to record and track all maintenance calls and trouble tickets entered by the customer (SHA). The ticketing system shall record with a date and timestamp when the ticket was opened and when the ticket was closed.
- E. TO Contractor Personnel providing technical support shall be familiar with the State’s account (i.e., calls shall not be sent to a general queue).
- F. TO Contractor shall return calls for service of high priority system issues (see **Section 2.5 Service Level Agreement**) within four (4) hours.
- G. Calls for service of normal priority system issues will be returned within one (1) business day or immediately the following day if after Normal State Business Hours.
- H. The State shall be provided with information on maintenance issues encountered at other VWS locations, along with the solution to those problems, when relevant to State equipment.

2.4 Change Orders

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

2.5 Service Level Agreement (SLA)

2.5.1 Definitions

- A. A “Problem” is defined as any situation or issue reported via a help desk ticket that is related to the system operation that is not an enhancement request.

- B. "Problem resolution time" is defined as the period of time from when the help desk ticket is opened to when it is resolved.
- C. Monthly Charges: for purposes of SLA credit calculation, Monthly Charges are defined as the charges invoiced during the month of the breach for the monthly fixed services as set forth in Attachment B, TO Financial Proposal Form.

2.5.2 SLA Requirements

The TO Contractor shall:

- A. Be responsible for complying with all performance measurements and shall also ensure compliance by all subcontractors.
- B. Meet the Problem response time and resolution requirements as defined in **Section 2.5.8** and **Section 2.5.9**.
- C. Provide a quarterly report to monitor and detail response times and resolution times.
- D. SHA shall log problems into the TO Contractor-supplied help desk software and assign an initial severity (High and Normal as defined in **Section 2.5.9**).
- E. Respond to and update all Problems, including recording when a Problem is resolved and its resolution. Appropriate MDOT SHA personnel reporting the problem shall be notified when a Problem is assigned and resolved.
- F. The MDOT SHA shall make the final determination regarding Problem severity if questioned by the TO Contractor.
- G. TO Contractor shall review any Problem with MDOT SHA to establish the remediation plan and discuss relevant target dates.

2.5.3 Service Level Agreement Service Credits

- A. Time is an essential element of the TO Agreement and it is important that the work be vigorously prosecuted until completion. For work that is not completed within the time(s) specified in the performance measurements below, the TO Contractor shall be liable for service credits in the amount(s) provided for in this Task Order, provided, however, that due account shall be taken of any adjustment of specified completion time(s) for completion of work as granted by approved change orders and/or Work Orders.
- B. The parties agree that any assessment of service credits shall be construed and treated by the parties not as imposing a penalty upon the TO Contractor, but as compensation to the State for the TO Contractor's failure to timely complete work under this Task Order, including Work Orders.

2.5.4 SLA Effective Date (SLA Activation Date)

SLAs set forth herein shall be in effect beginning with the commencement of monthly services.

Beginning on the SLA Activation Date, for any performance measurement not met during the monthly reporting period, the SLA credit for that individual measurement shall be applied to the Monthly Charges.

2.5.5 Service Level Reporting

The TO Contractor shall provide detailed quarterly reports evidencing the attained level for each SLA set forth herein. Quarterly reports for previous quarter shall be available on the 1st of every following quarter.

- A. The TO Manager or designee will monitor and review TO Contractor performance standards on a quarterly basis, based on TO Contractor-provided reports for this Task Order.

- B. The TO Contractor shall provide a quarterly summary report for SLA performance via e-mail to the TO Manager.
- C. If any of the performance measurements are not met during the quarterly reporting period, the TO Manager or designee will notify the TO Contractor of the standard that is not in compliance.

2.5.6 Credit for Failure to Meet SLA

TO Contractor’s failure to meet an SLA will result in a credit, as service credits and not as a penalty, to the Monthly Charges payable by the State during the month of the breach. The credits will be cumulative for each missed service requirement. The State, at its option for amount due the State as service credits, may deduct such from any money payable to the TO Contractor or may bill the TO Contractor as a separate item. In the event of a catastrophic failure affecting all services, all affected SLAs shall be credited to the State. In no event shall the aggregate of all SLA credits paid to the State in any calendar month exceed 25% of the Monthly Charges.

2.5.7 Root Cause Analysis

If the same SLA measurement yields an SLA credit more than once, the TO Contractor shall conduct a root cause analysis. Such root cause analysis shall be provided within 30 days of the second breach, and every breach thereafter.

In addition, for each ‘High’ priority Problem, the affected parties will perform a root cause analysis and institute a process of problem management to prevent recurrence of the issue.

2.5.8 Service Level Measurements Table (System performance)

The TO Contractor shall comply with the service level measurements in the following table:

No.	Service Requirement	Measurement and Description	Service Level Agreement	SLA Credit	SLA Credit Calculation
1	Problem Response Time – High	The number of High Incidents assigned to a technical resource by TO Contractor within a 4-hour Phone Response Time in each calendar month. TO Contractor shall measure each ticket that is submitted in the reporting period from the time the incident is opened in the Problem Ticket information system to the time the incident is assigned for resolution.	<= 4 hours	\$500.00 per day for each affected VWS location	\$500.00 shall be charged per day for each affected VWS location for each reported High Incident with a phone response time of more than 4 hours
2	Problem Response Time - Normal	The number of Normal Incidents assigned to a technical resource by TO Contractor within a 1-business day Phone Response Time in each calendar month. TO Contractor shall measure each ticket that is submitted in the	<= 1 business day	\$500.00 per day for each affected VWS location	\$500.00 shall be charged per day for each affected VWS location for each reported Normal Incident with a phone response time of

No.	Service Requirement	Measurement and Description	Service Level Agreement	SLA Credit	SLA Credit Calculation
		reporting period from the time the incident is opened in the Problem Ticket information system to the time the incident is assigned for resolution.			more than 1 business day
3	Problem Resolution Time - High	<p>The number of High Incidents Resolved by TO Contractor within 2-business days in each calendar month. Resolution of an event which is reported to the Service Desk or detected by TO Contractor for Services which TO Contractor has responsibility is defined as recovering or restoring a service to a workable state.</p> <p>TO Contractor shall measure each ticket that is closed in the reporting period from the time the incident is opened in the Problem Ticket information system to the time the incident is resolved.</p>	<= 2 business days	\$500.00 per day for each affected VWS location	\$500.00 shall be charged per day for each affected VWS location for each High Incident resolved in more than 2 business days
4	Problem Resolution Time - Normal	<p>The number of Normal Incidents Resolved by TO Contractor within 3-business days in each calendar month. Resolution of an event which is reported to the Service Desk or detected by TO Contractor for Services which TO Contractor has responsibility is defined as recovering or restoring a service to a workable state.</p> <p>TO Contractor shall measure each ticket that is closed in the reporting period from the time the incident is opened in the Problem Ticket information system to the time the incident is resolved.</p>	<= 3 business days	\$500.00 per day for each affected VWS location	\$500.00 shall be charged per day for each affected VWS location for each Normal Incident resolved in more than 3 business days

The State shall have the unilateral right to reallocate amounts among the various SLAs annually on the anniversary of the Task Order, provided that such reallocation will not exceed the cap identified in **Section 2.5.6.**

2.5.9 Problem Response Definitions and Times

- A. The TO Contractor shall meet the Problem response time and resolution requirements unless specifically waived by SHA.

- B. The TO Contractor shall provide a quarterly report to monitor and detail response times and resolution times. The following types of issues are considered “High”:
1. Loss of remote communication, including remote access communication with the cell router and/or diagnostics at each location. This shall include power failure at the VWS site.
 2. Loss of vehicle classification, loss of axle weight readings, and loss of actual WIM weights.
 3. Loss of camera images associated with detected and/or weighed vehicles (day or night).
 4. Complete PC or hard disk failure, resulting in application corruption and no VWS activity. In such cases, the TO Contractor shall demonstrate enough spare parts at hand so a quick replacement, re-population of applications and associated data, and site operation is guaranteed within the required on-site resolution timeframe.
- C. All other types of issues are “Normal”.

Service Priority	Response Time by Phone	On-Site Resolution	Response Availability	Work Outage	Users Affected
High	4 hours	2 business days	5 days/week Monday – Friday 8AM – 5PM	Major portions of the System are inaccessible. Systems or users are unable to work, or to perform some portion of their job.	Affects most users to include law enforcement and SHA and MDTA personnel Affects high profile users (i.e. executive management)
Normal	1 business day	3 business days	5 days/week Monday – Friday 8AM – 5PM	Specific non-critical features are not operating as specified. Systems or users are unable to perform a small portion of their job but can complete most tasks.	Affects most users to include law enforcement and SHA and MDTA personnel

3 TO Contractor Requirements: General

3.1 Task Order Initiation Requirements

3.1.1 TO Contractor shall schedule and hold a kickoff meeting with the TO Manager within ten (10) Business Days after Notification of Award. At the kickoff, the TO Contractor shall furnish/review:

- A. An updated Project Schedule describing the activities for the TO Contractor, the State, and any third parties for fully transitioning to the Contractor's Solution
- B. The plan for transition
 - 1) Application knowledge transfer
 - 2) Toolset knowledge transfer
 - 3) Standard Operating Procedures
 - 4) Best practices utilized
- C. Any questions that need clarification

3.2 End of Task Order Transition

3.2.1 The TO Contractor shall provide transition assistance as requested by the State to facilitate the orderly transfer of services to the State or a follow-on contractor, for a period up to 60 days prior to Task Order end date, or the termination thereof. Such transition efforts shall consist, not by way of limitation, of:

- A. Provide additional services and/or support as requested to successfully complete the transition;
- B. Maintain the services called for by the Task Order at the required level of proficiency;
- C. Provide updated System Documentation, as appropriate; and
- D. Provide current operating procedures (as appropriate).

3.2.2 The TO Contractor shall work toward a prompt and timely transition, proceeding in accordance with the directions of the TO Manager. The TO Manager may provide the TO Contractor with additional instructions to meet specific transition requirements prior to the end of Task Order.

3.2.3 The TO Contractor shall ensure that all necessary knowledge and materials for the tasks completed are transferred to the custody of State personnel or a third party, as directed by the TO Manager.

3.2.4 The TO Contractor shall support end-of-Task Order transition efforts with technical and project support to include but not be limited to:

- A. The TO Contractor shall provide a draft Transition-Out Plan 120 Business Days in advance of Task Order end date.
- B. The Transition-Out Plan shall address at a minimum the following areas:
 - 1. Any staffing concerns/issues related to the closeout of the Task Order;
 - 2. Communications and reporting process between the TO Contractor, the Department and the TO Manager;

3. Security and system access review and closeout;
 4. Any hardware/software inventory or licensing including transfer of any point of contact for required software licenses to the Department or a designee;
 5. Any final training/orientation of Department staff;
 6. Connectivity services provided, activities and approximate timelines required for Transition-Out;
 7. Knowledge transfer, to include:
 - a. A working knowledge of the current system environments as well as the general business practices of the Department;
 - b. Review with the Department the procedures and practices that support the business process and current system environments;
 - c. Working knowledge of all technical and functional matters associated with the Solution, its architecture, data file structure, interfaces, any batch programs, and any hardware or software tools utilized in the performance of this Task Order;
 - d. Documentation that lists and describes all hardware and software tools utilized in the performance of this Task Order;
 - e. A working knowledge of various utilities and corollary software products used in support and operation of the Solution;
 - f. Plans to complete tasks and any unfinished work items (including open change requests, and known bug/issues); and
 - g. Any risk factors with the timing and the Transition-Out schedule and transition process. The TO Contractor shall document any risk factors and suggested solutions.
- C. The TO Contractor shall ensure all documentation and data including, but not limited to, System Documentation and current operating procedures, is current and complete with a hard and soft copy in a format prescribed by the TO Manager.
- D. The TO Contractor shall provide copies of any current daily and weekly back-ups to the Department or a third party as directed by the TO Manager as of the final date of transition, but no later than the final date of the Task Order.
- E. Access to any data or configurations of the furnished product and/or services shall be available after the expiration of the Task Order as described in **Section 3.2.5**.

3.2.5 Return and Maintenance of State Data

- A. Upon termination or the expiration of the TO Agreement term, the TO Contractor shall: (a) return to the State all State data in either the form it was provided to the TO Contractor or in a mutually agreed format along with the schema necessary to read such data; (b) preserve, maintain, and protect all State data until the earlier of a direction by the State to delete such data or the expiration of 90 days (“the retention period”) from the date of termination or expiration of the TO Agreement term; (c) after the retention period, the TO Contractor shall securely dispose of and permanently delete all State data in all of its forms, such as disk, CD/DVD, backup tape and paper such that it is not recoverable, according to National Institute of Standards and Technology (NIST)-approved methods with certificates of destruction to be provided to the State; and (d) prepare an accurate accounting from which

the State may reconcile all outstanding accounts. The final monthly invoice for the services provided hereunder shall include all charges for the 90-day data retention period.

- B. During any period of service suspension, the TO Contractor shall maintain all State data in its then existing form, unless otherwise directed in writing by the TO Manager.
- C. In addition to the foregoing, the State shall be entitled to any post-termination/expiration assistance generally made available by TO Contractor with respect to the services.

3.3 Invoicing

3.3.1 Definitions

- A. "Proper Invoice" means a bill, written document, or electronic transmission, readable by the agency, provided by a vendor requesting an amount that is due and payable by law under a written procurement contract for property received or services rendered that meets the requirements of COMAR 21.06.09.02.
- B. "Late Payment" means any amount that is due and payable by law under a written procurement contract, without deferral, delay, or set-off under COMAR 21.02.07.03, and remains unpaid more than 45 days after an agency receives a Proper Invoice.
- C. "Payment" includes all required processing and authorization by the Comptroller of the Treasury, as provided under COMAR 21.02.07, and may be deferred, delayed, or set-off as applicable under COMAR 21.02.07.03.

3.3.2 General

- A. Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS+ Master Contract.
- B. The TO Contractor shall e-mail the original of each invoice, supporting documentation, and signed authorization to invoice to the TO Manager - Dave Czorapinski at e-mail address: dczorapinski@mdot.maryland.gov The TO Manager's name and the State contract number shall be shown on the E-mail Subject Line.
- C. All invoices for services shall be verified by the TO Contractor as accurate at the time of submission.
- D. Invoices submitted without the required information cannot be processed for payment. A Proper Invoice, required as Payment documentation, must include the following information, without error:
 - 1) TO Contractor name and address;
 - 2) Remittance address;
 - 3) Federal taxpayer identification (FEIN) number, social security number, as appropriate;
 - 4) Invoice period (i.e. time period during which services covered by invoice were performed);
 - 5) Invoice date;
 - 6) Invoice number;
 - 7) State assigned TO Agreement Number and Title;
 - 8) State assigned (Blanket) Purchase Order number(s);

- 9) Goods or services provided (itemized billing reference for employees, including labor category and detail of work hours);
 - 10) Amount due, amount spent on contract and amount remaining on contract to date of invoice; and
 - 11) Any additional documentation required by regulation or the Task Order.
- E. Invoices that contain both fixed price and time and material items shall clearly identify the items as either fixed price or time and material billing.
 - F. The Department reserves the right to reduce or withhold Task Order payment in the event the TO Contractor does not provide the Department with all required deliverables within the time frame specified in the Task Order or otherwise breaches the terms and conditions of the Task Order until such time as the TO Contractor brings itself into full compliance with the Task Order.
 - G. Any action on the part of the Department, or dispute of action by the TO Contractor, shall be in accordance with the provisions of Md. Code Ann., State Finance and Procurement Article §§ 15-215 through 15-223 and with COMAR 21.10.04.
 - H. The State is generally exempt from federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes and transportation taxes. The TO Contractor; however, is not exempt from such sales and use taxes and may be liable for the same.
 - I. 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.

3.3.3 Invoice Submission Schedule

The TO Contractor shall submit invoices in accordance with the following schedule:

- A. For items of work for which there is one-time pricing (see Attachment B – TO Financial Proposal Form) those items shall be billed in the month following the acceptance of the work by the SHA.
- B. For items of work for which there is annual pricing, see Attachment B– TO Financial Proposal Form, those items shall be billed in equal monthly installments for the applicable Task Order year in the month following the performance of the services.
- C. Invoices shall be submitted monthly and within 30 days of delivery of goods and services unless otherwise accepted in the TO Proposal or Work Order response.

3.3.4 For the purposes of this Task Order an amount will not be deemed due and payable if:

- A. The amount invoiced is inconsistent with the Task Order.
- B. The proper invoice has not been received by the party or office specified in the Task Order.
- C. The invoice or performance is in dispute or the TO Contractor has failed to otherwise comply with the provisions of the Task Order.
- D. The item or services have not been accepted.
- E. The items or services do not meet the quality requirements of the Task Order
- F. If the Task Order provides for progress payments, the proper invoice for the progress payment has not been submitted pursuant to the schedule.

- G. If the Task Order provides for withholding a retainage and the invoice is for the retainage, all stipulated conditions for release of the retainage have not been met.
- H. The TO Contractor has not submitted satisfactory documentation or other evidence reasonably required by the TO Procurement Officer or by the contract concerning performance under the contract and compliance with its provisions.

3.3.5 Travel Reimbursement

Travel will not be reimbursed under this TORFP.

3.3.6 Retainage

This solicitation does not require retainage.

3.4 Liquidated Damages

MBE Liquidated damages are identified in **Attachment M**.

3.5 Disaster Recovery and Data

The following requirements apply to the TO Agreement:

3.5.1 Redundancy, Data Backup and Disaster Recovery

- A. Unless specified otherwise in the TORFP, TO Contractor shall maintain or cause to be maintained disaster avoidance procedures designed to safeguard State data and other confidential information, TO Contractor's processing capability and the availability of hosted services, in each case throughout the TO Agreement term. Any force majeure provisions of this Task Order do not limit the TO Contractor's obligations under this provision.
- B. The TO Contractor shall have robust contingency and DR plans in place to ensure that the services provided under this TO Agreement will be maintained in the event of disruption to the TO Contractor/subcontractor's operations (including, but not limited to, disruption to information technology systems), however caused.
- C. The contingency and DR plans must be designed to ensure that services under this TO Agreement are restored after a disruption within twenty-four (24) hours from notification and a recovery point objective of one (1) hour or less prior to the outage in order to avoid unacceptable consequences due to the unavailability of services.
- D. The TO Contractor shall test the contingency/DR plans at least twice annually to identify any changes that need to be made to the plan(s) to ensure a minimum interruption of service. Coordination shall be made with the State to ensure limited system downtime when testing is conducted. At least one (1) annual test shall include backup media restoration and failover / fallback operations at the DR location. The TO Contractor shall send TO Manager a notice of completion following completion of DR testing.
- E. Such contingency and DR plans shall be available for the SHA to inspect and practically test at any reasonable time, and subject to regular updating, revising, and testing throughout the term of the TO Agreement.

3.5.2 Data Export/Import

- A. The TO Contractor shall, at no additional cost or charge to the State, in an industry standard/non-proprietary format:
 - 1) perform a full or partial import/export of State data within 24 hours of a request; or

- 2) provide to the State the ability to import/export data at will and provide the State with any access and instructions which are needed for the State to import or export data.

B. Any import or export shall be in a secure format per the Security Requirements.

3.5.3 Data Ownership and Access

- A. Data, databases and derived data products created, collected, manipulated, or directly purchased as part of a TORFP shall become the property of the State. The purchasing State agency is considered the custodian of the data and shall determine the use, access, distribution and other conditions based on appropriate State statutes and regulations.
- B. Public jurisdiction user accounts and public jurisdiction data shall not be accessed, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of the Task Order, including as necessary to perform the services hereunder or (4) at the State's written request.
- C. The TO Contractor shall limit access to and possession of State data to only TO Contractor Personnel whose responsibilities reasonably require such access or possession and shall train such TO Contractor Personnel on the confidentiality obligations set forth herein.
- D. At no time shall any data or processes – that either belong to or are intended for the use of the State or its officers, agents or employees – be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the State.
- E. The Contractor shall not use any information collected in connection with the services furnished under this Contract for any purpose other than fulfilling such services.

3.5.4 Provisions in Sections 3.5.1 – 3.5.3 shall survive expiration or termination of the TO Agreement. Additionally, the TO Contractor shall flow down the provisions of Sections 3.5.1-3.5.3 (or the substance thereof) in all subcontracts.

3.6 Insurance Requirements

3.6.1 Offeror shall confirm that, as of the date of its proposal, the insurance policies incorporated into its Master Contract are still current and effective at the required levels (See Master Contract Section 2.7).

3.6.2 The recommended awardee must provide a certificate(s) of insurance with the prescribed coverages, limits and requirements set forth in this **Section 3.6 "Insurance Requirements"** within five (5) Business Days from notice of recommended award. During the period of performance for multi-year contracts the TO Contractor shall update certificates of insurance annually, or as otherwise directed by the TO Manager.

3.6.3 Cyber Security / Data Breach Insurance

The Contractor shall possess and maintain throughout the term of the awarded contract and for three (3) years thereafter, Cyber Risk/ Data Breach insurance (either separately or as part of a broad Professional Liability or Errors and Omissions Insurance) with limits of at least US \$ five million (5,000,000) per claim. Any "insured vs. insured" exclusions will be modified accordingly to allow the State additional insured status without prejudicing the State's rights under the policy (ies). Coverage shall be sufficiently broad to respond to the Contractor's duties and obligations under the Contract and shall include, but not be limited to, claims involving privacy violations, information theft, damage to or destruction of electronic information, release of Sensitive Data, and alteration of electronic information, extortion and network security. The policy shall provide coverage for, not by way of limitation, breach response costs

as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

3.7 Security Requirements

3.7.1 Employee Identification

- A. TO Contractor Personnel shall display his or her company ID badge in a visible location at all times while on State premises. Upon request of authorized State personnel, each such TO Contractor Personnel shall provide additional photo identification.
- B. TO Contractor Personnel shall cooperate with State site requirements, including but not limited to, being prepared to be escorted at all times, and providing information for State badge issuance.
- C. TO Contractor shall remove any TO Contractor Personnel from working on the Task Order where the State determines, in its sole discretion, that said TO Contractor Personnel has not adhered to the Security requirements specified herein.
- D. The State reserves the right to request that the TO Contractor submit proof of employment authorization of non-United States Citizens, prior to commencement of work under the Task Order.
- E. Unless otherwise specified, the cost of complying with all security requirements specified herein are the sole responsibility and obligation of the TO Contractor and its subcontractors and no such costs shall be passed through to or reimbursed by the State or any of its agencies or units.

3.7.2 Security Clearance / Criminal Background Checks

- A. The TO Contractor shall obtain from all Contractor Personnel assigned to work on the Task Order a signed statement permitting a criminal background check. Prior to commencement of work, the TO Contractor shall secure at its own expense the following type of national criminal history record check and provide the TO Contract Manager with completed checks on such Contractor Personnel prior to assignment:
 - 1. A national criminal history record check.

This check may be performed by a public or private entity The State reserves the right to require, when allowed, a fingerprint-based Maryland and/or FBI Criminal Justice Information System criminal history record check.
- B. At a minimum, these background checks must include all convictions and probation before judgment (PBJ) dispositions. The TO Contractor may not assign an individual whose background check reflects any criminal activity to work under this Task Order unless prior written approval is obtained from the TO Contract Manager
- C. The TO Contractor shall obtain from all Contractor Personnel assigned to work on the Task Order a signed statement permitting a criminal background check. Prior to commencement of work, the TO Contractor shall secure at its own expense the following type of national criminal history record check and provide the TO Contract Manager with completed checks on such Contractor Personnel prior to assignment: a national criminal history record check. This check may be performed by a public or private entity. The State reserves the right to require, when allowed, a fingerprint-based Maryland and/or FBI Criminal Justice Information System criminal history record check.

- D. TO Contractor shall be responsible for ensuring that TO Contractor Personnel background check certifications are renewed annually, and at the sole expense to the TO Contractor.
- E. Further, TO Contractor Personnel may be subject to random security checks during entry and exit of State secured areas. The State reserves the right to require TO Contractor Personnel to be accompanied while on secured premises.
- F. TO Contractor shall complete a criminal background check prior to any individual TO Contractor Personnel being assigned work on the project. TO Contractor shall provide a Criminal Background Check Affidavit (**Appendix 3**) prior to any work commencing on the Task Order.
- G. If CJIS Criminal Background Check is required, the TBU must have an Authorization Number. If the TBU has no Authorization Number a CJIS Criminal Background Check cannot be required of the Intended Awardee.

3.7.3 On-Site Security Requirement(s)

- A. For the conditions noted below, TO Contractor Personnel may be barred from entrance or leaving any site until such time that the State's conditions and queries are satisfied.
 - 1. TO Contractor Personnel may be subject to random security checks when entering and leaving State secured areas. The State reserves the right to require TO Contractor Personnel to be accompanied while in secured premises.
- B. Any TO Contractor Personnel who enters the premises of a facility under the jurisdiction of the Department may be searched, fingerprinted (for the purpose of a criminal history background check), photographed and required to wear an identification card issued by SHA.
- C. Further, TO Contractor Personnel shall not violate Md. Code Ann., Criminal Law Art. Section 9-410 through 9-417 and such other security policies of the agency that controls the facility to which the TO Contractor Personnel seeks access. The failure of any of the TO Contractor Personnel to comply with any provision of the TO Agreement is sufficient grounds for the State to immediately terminate the TO Agreement for default.

3.7.4 Information Technology

The TO Contractor shall:

- A. Implement Administrative, physical, and technical safeguards to protect State data that are no less rigorous than accepted industry best practices for information security such as those listed below (see Section 3.7.5);
- B. Ensure that all such safeguards, including the manner in which State data is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws as well as the terms and conditions of the TO Agreement; and
- C. The TO Contractor, and TO Contractor Personnel, shall (i) abide by all applicable federal, State and local laws, rules and regulations concerning security of Information Systems and Information Technology and (ii) comply with and adhere to the State IT Security Policy and Standards as each may be amended or revised from time to time. Updated and revised versions of the State IT Policy and Standards are available online at: www.doit.maryland.gov – keyword: Security Policy.
- D. TO Contractor and TO Contractor Personnel shall adhere to the MDOT Security Policy and Standards as identified in **Appendix 5**.

3.7.5 Data Protection and Controls

- A. TO Contractor shall ensure a secure environment for all State data and any hardware and software (including but not limited to servers, network and data components) to be provided or used in connection with the performance of the TO Agreement and shall apply or cause application of appropriate controls so as to maintain such a secure environment (“Security Best Practices”). Such Security Best Practices shall comply with an accepted industry standard, such as the NIST cybersecurity framework.
- B. To ensure appropriate data protection safeguards are in place, the TO Contractor shall implement and maintain the following controls at all times throughout the term of the TO Agreement (the TO Contractor may augment this list with additional controls):
- 1) Establish separate production and test environments for systems supporting the services provided under this TO Agreement and ensure that production data is not replicated in test and/or training environment(s) unless it has been previously anonymized or otherwise modified to protect the confidentiality of Sensitive Data elements. The TO Contractor shall ensure the appropriate separation of production and non-production environments by applying the data protection and control requirements listed in Section 3.7.5.
 - 2) Apply hardware and software hardening procedures as recommended by Center for Internet Security (CIS) guides <https://www.cisecurity.org/>, Security Technical Implementation Guides (STIG) <http://iase.disa.mil/Pages/index.aspx>, or similar industry best practices to reduce the TO Contractor/subcontractor’s systems’ surface of vulnerability, eliminating as many security risks as possible and documenting what is not feasible and/or not performed according to best practices. Any hardening practices not implemented shall be documented with a plan of action and milestones including any compensating control. These procedures may include but are not limited to removal of unnecessary software, disabling or removing unnecessary services, removal of unnecessary usernames or logins, and the deactivation of unneeded features in the TO Contractor/subcontractor’s system configuration files.
 - 3) Ensure that State data is not comingled with non-State data through the proper application of compartmentalization security measures.
 - 4) Apply data encryption to protect Sensitive Data at all times, including in transit, at rest, and also when archived for backup purposes. Unless otherwise directed, the TO Contractor is responsible for the encryption of all Sensitive Data.
 - 5) For all State data the TO Contractor manages or controls, data encryption shall be applied to such data in transit over untrusted networks. Encryption algorithms which are utilized for encrypting data shall comply with current Federal Information Processing Standards (FIPS), “Security Requirements for Cryptographic Modules”, FIPS PUB 140-2:
<http://csrc.nist.gov/publications/fips/fips140-2/fips1402.pdf>
<http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm>
 - 6) Enable appropriate logging parameters to monitor user access activities, authorized and failed access attempts, system exceptions, and critical information security events as recommended by the operating system and application manufacturers and information security standards, including Maryland Department of Information Technology’s Information Security Policy.

- 7) Retain the aforementioned logs and review them at least daily to identify suspicious or questionable activity for investigation and documentation as to their cause and remediation, if required. The SHA shall have the right to inspect these policies and procedures and the TO Contractor or subcontractor's performance to confirm the effectiveness of these measures for the services being provided under this TO Agreement.
- 8) Ensure system and network environments are separated by properly configured and updated firewalls.
- 9) Restrict network connections between trusted and untrusted networks by physically and/or logically isolating systems from unsolicited and unauthenticated network traffic.
- 10) By default, "deny all" and only allow access by exception.
- 11) Review at least annually the aforementioned network connections, documenting and confirming the business justification for the use of all service, protocols, and ports allowed, including the rationale or compensating controls implemented for those protocols considered insecure but necessary.
- 12) Perform regular vulnerability testing of operating system, application, and network devices. Such testing is expected to identify outdated software versions; missing software patches; device or software misconfigurations; and to validate compliance with or deviations from the security policies applicable to this TO Agreement. TO Contractor shall evaluate all identified vulnerabilities for potential adverse effect on security and integrity and remediate the vulnerability no later than 30 days following the earlier of vulnerability's identification or public disclosure, or document why remediation action is unnecessary or unsuitable. The Department shall have the right to inspect the TO Contractor's policies and procedures and the results of vulnerability testing to confirm the effectiveness of these measures for the services being provided under this TO Agreement.
- 13) Enforce strong user authentication and password control measures to minimize the opportunity for unauthorized access through compromise of the user access controls. At a minimum, the implemented measures should be consistent with the most current Maryland Department of Information Technology's Information Security Policy (<http://doit.maryland.gov/support/Pages/SecurityPolicies.aspx>), including specific requirements for password length, complexity, history, and account lockout.
- 14) Ensure State Data is not processed, transferred, or stored outside of the United States ("U.S."). The TO Contractor shall provide its services to the State and the State's end users solely from data centers in the U.S. Unless granted an exception in writing by the State, the TO Contractor shall not allow TO Contractor Personnel to store State data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The TO Contractor shall permit its TO Contractor Personnel to access State data remotely only as required to provide technical support.
- 15) Ensure TO Contractor's Personnel shall not connect any of its own equipment to a State LAN/WAN without prior written approval by the State, which may be revoked at any time for any reason. The TO Contractor/subcontractor shall complete any necessary paperwork as directed and coordinated with the TO Agreement Monitor to obtain approval by the State to connect TO Contractor/subcontractor-owned equipment to a State LAN/WAN.
- 16) Ensure that anti-virus and anti-malware software is installed and maintained on all systems supporting the services provided under this TO Agreement; that the anti-virus and anti-malware software is automatically updated; and that the software is configured

to actively scan and detect threats to the system for remediation. The TO Contractor shall perform routine vulnerability scans and take corrective actions for any findings.

- 17) Conduct regular external vulnerability testing designed to examine the service provider's security profile from the Internet without benefit of access to internal systems and networks behind the external security perimeter. Evaluate all identified vulnerabilities on Internet-facing devices for potential adverse effect on the service's security and integrity and remediate the vulnerability promptly or document why remediation action is unnecessary or unsuitable. The Department shall have the right to inspect these policies and procedures and the performance of vulnerability testing to confirm the effectiveness of these measures for the services being provided under this TO Agreement.

3.7.6 Security Plan

- A. The TO Contractor shall protect State data according to a written security policy ("Security Plan") no less rigorous than that of the State and shall supply a copy of such policy to the State for validation, with any appropriate updates, on an annual basis.
- B. The Security Plan shall detail the steps and processes employed by the TO Contractor as well as the features and characteristics which will ensure compliance with the security requirements of the TO Agreement.

3.7.7 Security Incident Response

- A. The TO Contractor shall notify the Department in accordance with **Section 3.7.8A-B** when any TO Contractor system that may access, process, or store State data or State systems experiences a Security Incident or a Data Breach as follows:
 - 1) Notify the Department within twenty-four (24) hours of the discovery of a Security Incident by providing notice via written or electronic correspondence to the TO Manager, Department chief information officer and Department chief information security officer;
 - 2) Notify the Department within two (2) hours if there is a threat to TO Contractor's Solution as it pertains to the use, disclosure, and security of State data; and
 - 3) Provide written notice to the Department within one (1) Business Day after TO Contractor's discovery of unauthorized use or disclosure of State data and thereafter all information the State (or Department) requests concerning such unauthorized use or disclosure.
- B. TO Contractor's notice shall identify:
 - 1) the nature of the unauthorized use or disclosure;
 - 2) the State data used or disclosed,
 - 3) who made the unauthorized use or received the unauthorized disclosure;
 - 4) what the TO Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; and
 - 5) what corrective action the TO Contractor has taken or shall take to prevent future similar unauthorized use or disclosure.
 - 6) The TO Contractor shall provide such other information, including a written report, as reasonably requested by the State.
- C. The TO Contractor may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement, fielding media inquiries and

seeking external expertise as mutually agreed upon, defined by law or contained in the TO Agreement. Discussing Security Incidents with the State should be handled on an urgent as-needed basis, as part of TO Contractor communication and mitigation processes as mutually agreed upon, defined by law or contained in the TO Agreement.

- D. The Contractor shall comply with all applicable laws that require the notification of individuals in the event of unauthorized release of State data or other event requiring notification, and, where notification is required, assume responsibility for informing all such individuals in accordance with applicable law and to indemnify and hold harmless the State (or Department) and its officials and employees from and against any claims, damages, and actions related to the event requiring notification.

3.7.8 Data Breach Responsibilities

- A. If the TO Contractor reasonably believes or has actual knowledge of a Data Breach, the TO Contractor shall, unless otherwise directed:
- 1) Notify the appropriate State-identified contact within 24 hours by telephone in accordance with the agreed upon security plan or security procedures unless a shorter time is required by applicable law;
 - 2) Cooperate with the State to investigate and resolve the data breach;
 - 3) Promptly implement commercially reasonable remedial measures to remedy the Data Breach; and
 - 4) Document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services.
- B. If a Data Breach is a direct result of the TO Contractor's breach of its TO Agreement obligation to encrypt State data or otherwise prevent its release, the TO Contractor shall bear the costs associated with (1) the investigation and resolution of the data breach; (2) notifications to individuals, regulators or others required by State law; (3) a credit monitoring service required by State or federal law; (4) a website or a toll-free number and call center for affected individuals required by State law; and (5) complete all corrective actions as reasonably determined by TO Contractor based on root cause; all [(1) through (5)] subject to the TO Agreement's limitation of liability.

3.7.9 Additional security requirements may be established in a Task Order and/or a Work Order.

3.7.10 The State shall, at its discretion, have the right to review and assess the Contractor's compliance to the security requirements and standards defined in the TO Agreement.

3.7.11 Provisions in Sections 3.7.1 – 3.7.10 shall survive expiration or termination of the TO Agreement. Additionally, the TO Contractor and shall flow down the provisions of Sections 3.7.4-3.7.10 (or the substance thereof) in all subcontracts.

3.8 SOC 2 Type 2 Audit Report

A SOC 2 Type 2 Report is not a TO Contractor requirement for this Task Order.

3.9 Performance and Personnel

3.9.1 ROLES AND RESPONSIBILITIES

Personnel roles and responsibilities under the Task Order:

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

The TO Manager will assign tasks to the personnel provided under this TORFP and will track and monitor the work being performed through the monthly accounting of hours’ deliverable for work types; actual work produced will be reconciled with the hours reported.
- C. **TO Contractor** – The TO Contractor is the CATS+ Master Contractor awarded this Task Order. The TO Contractor shall provide human resources as necessary to perform the services described in this TORFP Scope of Work.
- D. **TO Contractor Manager** – The TO Contractor Manager will serve as primary point of contact with the TO Manager to regularly discuss progress of tasks, upcoming tasking, historical performance, and resolution of any issues that may arise pertaining to the TO Contractor Personnel. The TO Contractor Manager will serve as liaison between the TO Manager and the senior TO Contractor management.
- E. **TO Contractor Personnel** – Any official, employee, agent, Subcontractor, or Subcontractor agents of the TO Contractor who is involved with the Task Order over the course of the Task Order period of performance.
- F. **Key Personnel** – A subset of TO Contractor Personnel whose departure during the performance period, will, in the State’s opinion, have a substantial negative impact on Task Order performance. Key Personnel proposed as part of the TO Proposal shall start as of TO Agreement issuance unless specified otherwise in this TORFP or the Offeror’s TO Technical Proposal. Key Personnel may be identified after Task Order award.
- G. **MDOT Contract Management Office (CMO)** - The CMO is responsible for management of the Task Order Agreement after award.

3.9.2 Offeror Experience

The following experience is expected and will be evaluated as part of the TO Technical Proposal (see the Offeror experience, capability and references evaluation factor from **Section 6.2**):

- A. Offeror shall demonstrate prior experience and expertise in installing Kistler LINEAS® QWIM (Quartz Weigh-In-Motion) sensors.
- B. Offeror shall be capable of furnishing all necessary services required to successfully complete all tasks and work requirements described in Section 2.
- C. Offeror shall demonstrate in its proposal that it possesses expertise in-house or has fostered strategic alliances with other firms for providing such services.

3.9.3 Personnel Experience

The following experience and preferred qualifications are expected and will be evaluated as part of the TO Technical Proposal (see the capability of proposed resources evaluation factor from **Section 6.2**):

- A. Project Manager
 - 1) At least three (3) years of experience in designing and building ITS systems

- 2) At least three (3) years of experience working as a Civil Engineer
- 3) Bachelor's degree in an engineering discipline from an accredited college or university

3.9.4 Number of Personnel to Propose

As part of the TO Proposal evaluation, Offerors shall propose exactly one (1) Key Personnel who is expected to be available as of the start date specified in the Notice to Proceed (NTP Date).

3.9.5 Labor Categories

- A. The Labor Categories are identified and described in Section 2.10 of the CATS+ RFP. To be responsive to this TORFP, Offerors must be capable of providing and meeting the minimum qualifications for the labor category listed in **Section 1.2**. Actual resumes shall be provided only for Key Personnel. Resumes for resources provided later shall be coordinated by the TO Manager per the TO Technical Proposal and, if requested in a Work Order, shall be governed by the Work Order process.
- B. Each Labor Category includes Titles, Position Description, Education and Experience (General and Specialized).
- C. Education and experience described below constitute the minimum qualifications for candidates proposed in response to a TORFP. All experience required must have occurred within the most recent ten (10) years.
- D. TO Contractor Personnel Experience (including Key Personnel submitted in response to this TORFP).

3.9.6 Substitution of Education for Experience

A Bachelor's Degree or higher may be substituted for the general and specialized experience for those labor categories requiring a High School Diploma. A Master's Degree may be substituted for two years of the general and specialized experience for those labor categories requiring a Bachelor's Degree. Substitution shall be reviewed and approved by the State at its discretion.

3.9.7 Substitution of Experience for Education

- A. Substitution of experience for education may be permitted at the discretion of the State.
- B. Substitution of Professional Certificates for Experience:
- C. Professional certification (e.g., Microsoft Certified Solutions Expert, SQL Certified Database Administrator) may be substituted for up to two (2) years for general and specialized experience at the discretion of the State.

3.9.8 TO Contractor Personnel Maintain Certifications

Any TO Contractor Personnel provided under this TORFP shall maintain in good standing any required professional certifications for the duration of the TO Agreement.

3.9.9 Work Hours

- A. Business Hours Support: TO Contractor shall assign TO Contractor Personnel to support Normal State Business Hours (see definition in Appendix 1), Monday through Friday except for State holidays.
- B. Needs beyond the hours described in paragraph A may be defined in a Task Order.

- C. TO Contractor Personnel may also be required to provide support outside of normal State Business Hours, including evenings, overnight, and weekends, to support specific efforts and emergencies, such as to resolve system repair or restoration.
- D. State-Mandated Closings: TO Contractor Personnel shall be required to participate in any State-mandated closings. In this event, the TO Contractor will be notified in writing by the TO Manager of these details.

3.10 Substitution of Personnel

3.10.1 Directed Personnel Replacement

- A. The TO Manager may direct the TO Contractor to replace any TO Contractor Personnel who, in the sole discretion of the TO Manager, are perceived as being unqualified, non-productive, unable to fully perform the job duties, disruptive, or known, or reasonably believed, to have committed a major infraction(s) of law or Agency, Contract, or Task Order requirement.
- B. If deemed appropriate in the discretion of the TO Manager, the TO Manager shall give written notice of any TO Contractor Personnel performance issues to the TO Contractor, describing the problem and delineating the remediation requirement(s). The TO Contractor shall provide a written Remediation Plan within three (3) days of the date of the notice. If the TO Manager rejects the Remediation Plan, the TO Contractor shall revise and resubmit the plan to the TO Manager within five (5) days of the rejection, or in the timeframe set forth by the TO Manager in writing. Once a Remediation Plan has been accepted in writing by the TO Manager, the TO Contractor shall immediately implement the Remediation Plan.
- C. Should performance issues persist despite the approved Remediation Plan, the TO Manager will give written notice of the continuing performance issues and either request a new Remediation Plan within a specified time limit or direct the removal and replacement of the TO Contractor Personnel whose performance is at issue. A request for a new Remediation Plan will follow the procedure described in **Section 3.10.1.B**.
- D. In circumstances of directed removal, the TO Contractor shall provide a suitable replacement for TO Manager approval within fifteen (15) days of the date of the notification of directed removal, or the actual removal, whichever occurs first, or such earlier time as directed by the TO Manager in the event of a removal on less than fifteen days' notice.
- E. Normally, a directed personnel replacement will occur only after prior notification of problems with requested remediation, as described above. However, the TO Manager reserves the right to direct immediate personnel replacement without utilizing the remediation procedure described above.
- F. Replacement or substitution of TO Contractor Personnel under this section shall be in addition to, and not in lieu of, the State's remedies under the Task Order or which otherwise may be available at law or in equity.

3.10.2 Substitution Prior to and 30 Days After Task Order Execution

- A. Prior to Task Order Execution or within thirty (30) days after Task Order Execution, the Offeror may substitute proposed Key Personnel only under the following circumstances: vacancy occurs due to the sudden termination, resignation, or approved leave of absence due to an *Extraordinary Personnel Event*, or death of such personnel. To qualify for such substitution, the Offeror must describe to the State's satisfaction the event necessitating substitution and must demonstrate that the originally proposed personnel are actual full-time

direct employees with the Offeror (subcontractors, temporary staff or 1099 contractors do not qualify). Proposed substitutions shall be of equal caliber or higher, in the State's sole discretion. Proposed substitutes deemed by the State to be less qualified than the originally proposed individual may be grounds for pre-award disqualification or post-award termination.

- B. An *Extraordinary Personnel Event* – means Leave under the Family Medical Leave Act; an incapacitating injury or incapacitating illness; or other circumstances that in the sole discretion of the State warrant an extended leave of absence, such as extended jury duty or extended military service.

3.10.3 Substitution More Than 30 Days After Task Order Execution

The procedure for substituting personnel after Task Order execution is as follows:

- A. The TO Contractor may not substitute personnel without the prior approval of the TO Manager.
- B. To replace any personnel, the TO Contractor shall submit resumes of the proposed individual specifying the intended approved labor category. Any proposed substitute personnel shall have qualifications equal to or better than those of the replaced personnel.
- C. Proposed substitute individual shall be approved by the TO Manager. The TO Manager shall have the option to interview the proposed substitute personnel and may require that such interviews be in person. After the interview, the TO Manager shall notify the TO Contractor of acceptance or denial of the requested substitution. If no acceptable substitute personnel is proposed within the time frame established by the TO Manager, the TO Agreement may be cancelled.

3.11 Minority Business Enterprise (MBE) Reports

There is no MBE Participation Goal for this Task Order.

3.12 Veteran Small Business Enterprise (VSBE) Reports

There is no VSBE Goal for this Task Order.

3.13 Work Orders

- A. Additional services and resources will be provided via a Work Order process. Work shall not begin in advance of a fully executed Work Order. A Work Order may be issued for fixed price pricing.
- B. The TO Manager shall e-mail a Work Order Request (See sample at <http://doit.maryland.gov/contracts/Documents/CATSPlus/CATS+WorkOrderSample.pdf>) to the TO Contractor to provide services or resources that are within the scope of this TORFP. The Work Order Request will include:
- 1) Technical requirements and description of the service or resources needed
 - 2) Performance objectives and/or deliverables, as applicable
 - 3) Due date and time for submitting a response to the request, and
 - 4) Required place(s) where work must be performed

- C. The TO Contractor shall e-mail a response to the TO Manager within the specified time and include at a minimum:
 - 1) A response that details the TO Contractor's understanding of the work;
 - 2) A price to complete the Work Order Request using the format provided using the format provided (see online sample).
 - 3) A description of proposed resources required to perform the requested tasks, with labor categories listed in accordance with Attachment B.
 - 4) An explanation of how tasks shall be completed. This description shall include proposed subcontractors and related tasks.
 - 5) State-furnished information, work site, and/or access to equipment, facilities, or personnel
 - 6) The proposed personnel resources, including any subcontractor personnel, to complete the task.
- D. For a fixed price Work Order, the TO Manager will review the response and will confirm the proposed prices are acceptable.
- E. The TO Manager may contact the TO Contractor to obtain additional information, clarification or revision to the Work Order, and will provide the Work Order to the TO Procurement Officer for a determination of compliance with the TO Agreement and a determination whether a change order is appropriate. Written TO Procurement Officer approval is required before Work Order execution by the State.
- F. Proposed personnel on any type of Work Order shall be subject to Department approval. The TO Contractor shall furnish resumes, utilizing forms in Appendix 4, of proposed personnel specifying the labor category(ies) proposed. The TO Manager shall have the option to interview the proposed personnel and, in the event of an interview or not, shall notify the TO Contractor of acceptance or denial of the personnel.
- G. Performance of services under a Work Order shall commence consistent with an NTP issued by the TO Manager for such Work Order.

3.14 Additional Clauses

The TO Contractor shall be subject to the requirements in this section and shall flow down the provisions of **Sections 3.14.1 – 3.14.5** (or the substance thereof) in all subcontracts.

3.14.1 TORFP Subject to CATS+ Master Contract

In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS+ RFP issued by the Maryland Department of Information Technology (DoIT) and subsequent Master Contract Project Number 060B2490023, including any amendments, including but not limited to:

- A. Custom Software, Custom Source Code, Data;
- B. Hardware and software costs procured as part of the TORFP cannot exceed 49 percent of the total Task Order value;
- C. Material costs shall be passed through with no mark-up by the TO Contractor;
- D. No-Visual Access

- E. By responding to this TORFP and accepting a Task Order award, an Offeror specifically agrees that for any software, hardware or hosting service that it proposes for use by the State in response to this TORFP, the State will have the right to purchase from another source, instead of from the selected Offeror.

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

3.14.3 Contract Management Oversight Activities

- A. DoIT is responsible for contract management oversight on the CATS+ Master Contract. As part of that oversight, DoIT has implemented a process for self-reporting contract management activities of Task Orders under CATS+. This process typically applies to active TOs for operations and maintenance services valued at \$1 million or greater, but all CATS+ Task Orders are subject to review.
- B. A sample of the TO Contractor Self-Reporting Checklist is available on the CATS+ website at <http://doit.maryland.gov/contracts/Documents/CATSPplus/CATS+Self-ReportingChecklistSample.pdf>. DoIT may send initial checklists out to applicable/selected TO Contractors approximately three months after the award date for a Task Orders. The TO Contractor shall complete and return the checklist as instructed on the form. Subsequently, at six-month intervals from the due date on the initial checklist, the TO Contractor shall update and resend the checklist to DoIT.

3.14.4 Source Code Escrow

Source Code Escrow applies to this TO Agreement. The TO Contractor shall perform source code escrow as described herein.

- A. The State will be named as a beneficiary under an escrow agreement (“Escrow Agreement”) that shall be entered into between the TO Contractor and an escrow agent (“Escrow Agent”) within 60 days of the date hereof pursuant to which TO Contractor shall deliver a Source Code Escrow Package to Escrow Agent. The term “Source Code Escrow Package” means: a) a complete copy in machine-readable form of the source code and executable code of the software licensed to the State under the TO Agreement; b) a complete copy of any existing design documentation and user documentation; and/or c) complete instructions for compiling and linking every part of the source code into executable code for purposes of enabling verification of the completeness of the source code as provided below. The Escrow Agreement shall govern the maintenance and release of the Source Code Escrow Package, and TO Contractor agrees to update, enhance, or otherwise modify such Source Code Escrow Package promptly upon each release of a new version of any component thereof. TO Contractor shall pay all fees and expenses charged by Escrow Agent, including, but not limited to, fees and expenses related to the State being a named beneficiary under the Escrow Agreement. The State shall treat the Source Code Escrow Package as TO Contractor’s confidential information. Under all circumstances, the Source Code Escrow Package shall remain the property of TO Contractor. The State shall only use the Source Code Escrow Package as contemplated in the Task Order (including, but not limited to confidentiality provisions and usage restrictions). The Escrow Agent shall maintain the Source Code Escrow Package in a repository located in the United States.
- B. In the event that the Escrow Agent either ceases providing escrow services to TO Contractor or TO Contractor determines in its reasonable business judgment that the Escrow Agent is no longer providing acceptable services, TO Contractor shall replace the Escrow Agent with another escrow agent, using an agreement which provides the State with rights no less

advantageous than those in the Escrow Agreement. In such case, the new escrow agent shall be substituted in all ways for the incumbent Escrow Agent with respect to **Section 3.14.4.A** above and all references herein to Escrow Agent shall be deemed to include such substitute escrow agent.

- C. TO Contractor shall inform the State of the availability of an escrow for any third-party software solutions it provides to the State.
- D. In addition to the rights and obligations contained in the Escrow Agreement referenced in **Section 3.14.4.A**, the State shall have the Software Escrow Package released by the Escrow Agent to the State's possession immediately upon any voluntary or involuntary filing of bankruptcy or any other insolvency proceeding, including but not limited to a general assignment for the benefit of including but not limited to a general assignment for the benefit of creditors, the appointment of a receiver for business or assets; creditors, the appointment of a receiver for business or assets; TO Contractor's dissolution or liquidation, voluntary or otherwise; the State has compelling reasons to believe that such events will cause TO Contractor to fail to meet its obligations in the foreseeable future; or TO Contractor's discontinuance of support or failure to support in accordance with this TO Contract any software system or if the TO Contractor is otherwise unable or unwilling to provide the Source Code Escrow Package. This condition will also be considered met if after repeated e-mail and phone requests by the State for service, the State makes a request for service in writing to the Contractor's last known address served by certified signed receipt required mail delivery by U.S. Post Office or by a nationally recognized (in the United States) overnight carrier, and the TO Contractor remains unresponsive, meaning that the TO Contractor is unable to acknowledge message receipt, unwilling or otherwise unable to satisfy the request for a period longer than 45 days from attempt to deliver the written request.

3.14.5 Purchasing and Recycling Electronic Products

- A. State Finance and Procurement Article, Md. Code Ann. § 14-414, requires State agencies purchasing computers and other electronic products in categories covered by EPEAT to purchase models rated EPEAT Silver or Gold unless the requirement is waived by the DoIT. This information is located on the DGS web site:
<http://www.dgs.maryland.gov/GreenOperations/GreenPurchasing/Guidelines/specs/ElectronicandITProductsSpecification.pdf>.
- B. Guidelines provided by DGS require planning and coordination of the proper disposition of Information Technology equipment. State Finance and Procurement Article, Md. Code Ann. § 14-415, requires State agencies awarding contracts for services to recycle electronic products to award the contract to a recycler that is R2 or e-Stewards certified. This information is located on the DGS web site:
<http://www.dgs.maryland.gov/GreenOperations/GreenPurchasing/Guidelines/specs/ElectronicProductDisposalSpecification.pdf>.
- C. Guidelines provided by DoIT discuss information and guidance on the proper disposition of IT equipment, media sanitization, and protecting confidential information stored on media. This information is located in the State's Information Technology (IT) Security Policy <http://doit.maryland.gov/support/pages/securitypolicies.aspx>. Section 6.5 Media Protection provides guidance on proper precautions to protect confidential information stored on media.

3.14.6 Change Control and Advance Notice

Unless otherwise specified in an applicable Service Level Agreement, the Contractor shall give seven (7) days advance notice to the State of any upgrades or modifications that may impact service availability and performance.

3.14.7 No-Cost Extensions

In the event there are unspent funds remaining on the TO Agreement, prior to the TO's expiration date the TO Procurement Officer may modify the TO Agreement to extend the TO Agreement beyond its expiration date for the performance of work within the TO's scope of work. Notwithstanding anything to the contrary, no funds may be added to the TO Agreement in connection with any such extension.

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4 TORFP Instructions

4.1 TO Pre-Proposal Conference

- 4.1.1 A TO pre-proposal conference (Conference) will be held at the date and time indicated on the Key Information Summary Sheet.
- 4.1.2 Attendance at the Conference is not mandatory, but all interested parties are encouraged to attend in order to facilitate better preparation of their proposals.
- 4.1.3 Following the Conference, the attendance record and summary of the Conference will be distributed via e-mail to all Master Contractors known to have received a copy of this TORFP.
- 4.1.4 Please e-mail the Pre-Proposal Conference Response Form (**Attachment A**) no later than the time and date indicated on the form. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, please notify the TO Procurement Officer at least five (5) business days prior to the Conference date. The Department will make a reasonable effort to provide such special accommodation.
- 4.1.5 Those wishing to attend the Conference via the web may request a meeting invitation by emailing the Pre-Proposal Response Form (Attachment A) to Ron Eshleman at reshleman@mdot.maryland.gov no later than the time and date indicated on Attachment A.

4.2 Questions

- 4.2.1 All questions shall identify in the subject line the Solicitation Number and Title (**J02B9400034 – Virtual Weigh Station Project Maintenance and System Preservation**) and shall be submitted in writing via e-mail to the TO Procurement Officer no later than the date and time specified the Key Information Summary Sheet.
- 4.2.2 Answers to all questions that are not clearly specific only to the requestor will be provided to all Master Contractors who are known to have received a copy of the TORFP.
- 4.2.3 The statements and interpretations contained in responses to any questions, whether responded to verbally or in writing, are not binding on the SHA unless it issues an amendment in writing.

4.3 TO Proposal Due (Closing) Date and Time

- 4.3.1 TO Proposals, in the number and form set forth in **Section 5 TO Proposal Format**, must be received by the TO Procurement Officer no later than the TO Proposal due date and time indicated on the Key Information Summary Sheet in order to be considered.
- 4.3.2 Requests for extension of this date or time shall not be granted.
- 4.3.3 Offerors submitting TO Proposals should allow sufficient delivery time to ensure timely receipt by the TO Procurement Officer. Except as provided in COMAR 21.05.03.02.F and 21.05.02.10, TO Proposals received after the due date and time listed in the Key Information Summary Sheet will not be considered.
- 4.3.4 The date and time of an e-mail submission is determined by the date and time of arrival in the e-mail address indicated on the Key Information Summary Sheet.
- 4.3.5 TO Proposals may be modified or withdrawn by written notice received by the TO Procurement Officer before the time and date set forth in the Key Information Summary Sheet for receipt of TO Proposals.

4.4 Award Basis

Based upon an evaluation of TO Proposal responses as provided in **Section 6.4**, below, a Master Contractor will be selected to conduct the work defined in **Sections 2 and 3**. A specific TO Agreement, **Attachment M**, 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 TO Financial Proposal.

4.5 Oral Presentation

Offerors may be required to make an oral presentation to State representatives. Offerors must confirm in writing any substantive oral clarification of, or change in, their Proposals made in the course of discussions. Any such written clarifications or changes then become part of the Master Contractor's TO Proposal. The TO Procurement Officer will notify Offerors of the time and place of oral presentations and interviews, should interviews be scheduled separately.

4.6 Limitation of Liability

The TO Contractor's liability is limited in accordance with the Limitations of Liability section of the CATS+ Master Contract. TO Contractor's liability for this TORFP is limited to 2 times the total TO Agreement amount.

4.7 MBE Participation Goal

There is no MBE participation goal for this procurement.

4.8 VSBE Goal

There is no VSBE participation goal for this procurement.

4.9 Living Wage Requirements

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

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

4.10 Federal Funding Acknowledgement

This Task Order does not contain federal funds.

4.11 Conflict of Interest Affidavit and Disclosure

4.11.1 Offerors shall complete and sign the Conflict of Interest Affidavit and Disclosure (**Attachment H**) and submit it with their Proposals. All Offerors are advised that if a TO Agreement is awarded as a result of this solicitation, the TO Contractor's Personnel who perform or control work under this TO Agreement and each of the participating subcontractor personnel who perform or control work under this TO Agreement shall be required to complete agreements substantially similar to **Attachment H**, conflict of interest Affidavit and Disclosure.

4.11.2 If the TO Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of COMAR

21.05.08.08A, the TO Procurement Officer may reject an Offeror's TO Proposal under COMAR 21.06.02.03B.

4.11.3 Master Contractors should be aware that the State Ethics Law, Md. Code Ann., General Provisions Article, Title 5, might limit the selected Master Contractor's ability to participate in future related procurements, depending upon specific circumstances.

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

4.12 Non-Disclosure Agreement

4.12.1 Non-Disclosure Agreement (TO Contractor)

All Offerors are advised that this solicitation and any TO Agreement(s) are subject to the terms of the Non-Disclosure Agreement (NDA) contained in this solicitation as **Attachment I**. This Agreement must be provided within five (5) Business Days of notification of recommended award; however, to expedite processing, it is suggested that this document be completed and submitted with the TO Proposal.

4.13 Location of the Performance of Services Disclosure

The Offeror is required to complete the Location of the Performance of Services Disclosure. A copy of this Disclosure is included as **Attachment L**. The Disclosure must be provided with the TO Proposal.

4.14 Department of Human Services (DHS) Hiring Agreement

This solicitation does not require a DHS Hiring Agreement.

4.15 Small Business Reserve (SBR) Set-Aside

This solicitation is not designated as a Small Business Reserve (SBR) set-aside solicitation.

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5 TO Proposal Format

5.1 Required Response

Each Master Contractor receiving this CATS+ TORFP shall respond no later than the submission due date and time designated in the Key Information Summary Sheet. Each Master Contractor is required to submit one of two possible responses: 1) a TO Proposal; or 2) a completed Master Contractor Feedback Form (available online within the Master Contractor Admin System). The feedback form helps the State understand for future contract development why Master Contractors did not submit proposals. The form is accessible via the CATS+ Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu.

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

5.2 Two Part Submission

Offerors shall submit TO Proposals in separate volumes:

- Volume I – TO TECHNICAL PROPOSAL
- Volume II – TO FINANCIAL PROPOSAL

5.3 TO Proposal Packaging and Delivery

5.3.1 TO Proposals delivered by facsimile shall not be considered.

5.3.2 Provide no pricing information in the TO Technical Proposal. Provide no pricing information on the media submitted in the TO Technical Proposal.

5.3.3 Offerors may submit TO Proposals by electronic means as described.

- A. Electronic means includes e-mail to the TO Procurement Officer address listed on the Key Information Summary Sheet.
- B. An Offeror wishing to deliver a hard copy (paper) TO Proposal shall contact the TO Procurement Officer for instructions.

5.3.4 E-mail submissions

- A. All TO Proposal e-mails shall be sent with password protection.
- B. The TO Procurement Officer will not accept submissions after the date and exact time stated in the Key Information Summary Sheet. The date and time of submission is determined by the date and time of arrival in the TO Procurement Officer's e-mail box. Time stamps on outgoing email from Master TO Contractors shall not be accepted. Requests for extension of this date or time will not be granted. Except as provided in COMAR 21.05.03.02F, TO Proposals received by the TO Procurement Officer after the due date will not be considered.
- C. The State has established the following procedure to restrict access to TO Proposals received electronically: all Technical and TO Financial Proposals must be password protected, and the password for the TO TECHNICAL PROPOSAL must be different from the password for the TO Financial Proposal. Offerors will provide these two passwords to SHA upon request or their TO Proposal will be deemed not susceptible for award. Subsequent submissions of TO Proposal content will not be allowed.
- D. The TO Procurement Officer will only contact those Offerors with TO Proposals that are reasonably susceptible for award.

- E. TO Proposals submitted via e-mail must not exceed 25 Mb. If a submission exceeds this size, split the submission into two or more parts and include the appropriate part number in the subject (e.g., part 1 of 2) after the subject line information below.
- F. The e-mail submission subject line shall state the TORFP J02B9400034 and either “Technical” or “Financial.”

5.3.5 Two Part Submission:

- A. TO Technical Proposal consisting of:
 - 1) TO Technical Proposal and all supporting material in Microsoft Word format, version 2007 or greater,
 - 2) the TO Technical Proposal in searchable Adobe PDF format,
 - 3) a second searchable Adobe copy of the TO Technical Proposal, redacted in accordance with confidential and/or proprietary information removed (see **Section 5.4.2.H**)
- B. TO Financial Proposal consisting of:
 - 1) TO Financial Proposal and all supporting material in WORD format,
 - 2) the TO Financial Proposal in searchable Adobe PDF format,
 - 3) a second searchable Adobe copy of the TO Financial Proposal, redacted in accordance with confidential and/or proprietary information removed (see **Section 5.4.2.H**).

5.4 Volume I - TO Technical Proposal

NOTE: Provide **no pricing information** in the TO Technical Proposal (Volume I). Include pricing information only in the TO Financial Proposal (Volume II).

- 5.4.1 In addition to the instructions below, responses in the Offeror’s TO Technical Proposal shall reference the organization and numbering of Sections in the TORFP (e.g., “Section 2.2.1 Response . . . ; “Section 2.2.2 Response . . .”). All pages of both TO Proposal volumes shall be consecutively numbered from beginning (Page 1) to end (Page “x”).
- 5.4.2 The TO Technical Proposal shall include the following documents and information in the order specified as follows:
 - A. Proposed Services:
 - 1) Executive Summary: A one-page summary describing the Offeror’s understanding of the TORFP scope of work (**Sections 2-3**) and proposed solution.
 - 2) Proposed Solution: A more detailed description of the Offeror’s understanding of the TORFP scope of work, proposed methodology and solution. The proposed solution shall be organized to exactly match the requirements outlined in Sections 2-3.
 - 3) Assumptions: A description of any assumptions formed by the Offeror in developing the TO Technical Proposal.
 - 4) Tools the Master Contractor owns and proposes for use to meet any requirements in Sections 2-3.
 - 5) The Offeror shall include an SLA in its TO Proposal as identified in Section 2.5.
 - B. Proposer Information Sheet and Transmittal Letter

The Offeror Information Sheet (see **Appendix 2**) and a Transmittal Letter shall accompany the TO Technical Proposal. The purpose of the Transmittal Letter is to transmit the TO Proposal and acknowledge the receipt of any addenda to this TORFP issued before the TO Proposal due date and time. Transmittal Letter should be brief, be signed by an individual who is authorized to commit the Offeror to its TO Proposal and the requirements as stated in this TORFP and contain acknowledgement of all addenda to this TORFP issued before the TO Proposal due date.

C. Minimum Qualifications Documentation (If applicable)

The Offeror shall submit any Minimum Qualifications documentation that may be required, as set forth in TORFP **Section 1**.

D. Proposed Personnel and TORFP Staffing

Offeror shall propose exactly one (1) Key Personnel in response to this TORFP. Offeror shall:

- 1) Identify the qualifications and types of staff proposed to be utilized under the Task Order. The Offeror shall describe in detail how the proposed staff's experience and qualifications relate to their specific responsibilities, including any staff of proposed subcontractor(s), as detailed in the Work Plan.
- 2) Complete and provide for each proposed resource **Appendix 4A** Labor Classification Personnel Resume Summary and **Appendix 4B** Personnel Resume Form.
- 3) Provide evidence proposed personnel possess the required certifications in accordance with **Section 1.2** Offeror Personnel Minimum Qualifications. Also provide an image of the proposed personnel's current Professional Engineer (PE) Certification.
- 4) Provide three (3) references per proposed Key Personnel containing the information listed in **Appendix 4B**.
- 5) Provide a Staffing Management Plan that demonstrates how the Offeror will provide resources in addition to the personnel requested in this TORFP, and how the TO Contractor Personnel shall be managed. Include:
 - a) Planned team composition by role
 - b) Process and proposed lead time for locating and bringing on board resources that meet the Task Order needs.
 - c) Description of approach for quickly substituting qualified personnel after start of the Task Order.
- 6) Provide the names and titles of the Offeror's management staff who will supervise the personnel and quality of services rendered under this TO Agreement.

E. Subcontractors

Identify all proposed Subcontractors, including MBEs, and their roles in the performance of the scope of work hereunder.

F. Master Contractor and Subcontractor Experience and Capabilities

- 1) Provide up to three examples of engagements or contracts the Master Contractor or Subcontractor, if applicable, has completed that were similar to the requested scope of work. Include contact information for each client organization complete with the following:

- a) Name of organization.
 - b) Point of contact name, title, e-mail and telephone number (point of contact shall be accessible and knowledgeable regarding experience)
 - c) Services provided as they relate to the scope of work.
 - d) Start and end dates for each example engagement or contract.
 - e) Current Master Contractor team personnel who participated on the engagement.
 - f) If the Master Contractor is no longer providing the services, explain why not.
- 2) State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any entity of the State of Maryland.

For each identified contract, the Master Contractor shall provide the following (if not already provided in sub paragraph A above):

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

Note - State of Maryland experience can be included as part of **F.1** above as engagement or contract experience. State of Maryland experience is neither required nor given more weight in proposal evaluations.

G. State Assistance

Provide an estimate of expectation concerning participation by State personnel.

H. Confidentiality

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 4, of the General Provisions Article of the Annotated Code of Maryland. Master Contractors are advised that, upon request for this information from a third party, the TO Procurement Officer will be required to make an independent determination regarding whether the information may be disclosed.

Offeror shall furnish a list that identifies each section of the TO Technical Proposal where, in the Offeror's opinion, the Offeror's response should not be disclosed by the State under the Public Information Act.

I. Additional Submissions:

- 1) Attachments and Exhibits;

- a) All forms required for the TO Technical Proposal are identified in **Table 1 of Section 7 – Exhibits and Attachments**. Unless directed otherwise by instructions within an individual form, complete, sign, and include all required forms in the TO Technical Proposal.
- b) No attachment forms shall be altered. Signatures shall be clearly visible.
- 2) Offerors shall furnish with their Technical TO Proposal any and all agreements the Offeror expects the State to sign or to be subject to in connection with or in order to use the Offeror’s services under this Task Order Agreement, including but not limited to software license agreement(s), end user license agreement(s), AUP. This includes the complete text of all agreements referenced or incorporated in primary documents (i.e., links to the relevant agreements are not allowed).
- 3) Any services furnished from third party entities, e.g., resold services, shall include current Letters of Authorization or such other documentation demonstrating the authorization for such services.
- 4) A Letter of Authorization shall be on the authorizing entity’s letterhead or through the authorizing entity’s e-mail. Further, each Letter of Authorization shall be less than twelve (12) months old. Each Letter of Authorization or e-mail must provide the following information:
 - a) Authorizing entity POC name and alternate for verification
 - b) Authorizing entity POC mailing address
 - c) Authorizing entity POC telephone number
 - d) Authorizing entity POC email address
 - e) If available, a Reseller Identifier

5.5 Volume II – TO Financial Proposal

- 5.5.1** The TO Financial Proposal shall contain all price information in the format specified in **Attachment B - Financial Proposal Form**. The Offeror shall complete the Financial Proposal Form only as provided in the Financial Proposal Form Instructions and the Financial Proposal Form itself.
- 5.5.2** The TO Financial Proposal shall contain a description of any assumptions on which the Master Contractor’s TO Financial Proposal is based (Assumptions shall not constitute conditions, contingencies, or exceptions to the Financial Proposal Form);
- 5.5.3** **Attachment B– Financial Proposal Form** shall be completed with all proposed labor categories including all rates fully loaded. Master Contractors shall list all key resources by approved CATS+ labor categories in the TO Financial Proposal.
- 5.5.4** To be responsive to this TORFP, the Financial Proposal Form shall provide labor rates for all labor categories anticipated for this TORFP. Proposed rates shall not exceed the rates defined in the Master Contract for the Master Contract year(s) in effect at the time of the TO Proposal due date.
- 5.5.5** Note: Failure to specify a CATS+ labor category in the completed Financial Proposal Form for each proposed resource will make the TO Proposal non-responsive to this TORFP.
- 5.5.6** Prices shall be valid for 120 days.

6 Evaluation and Selection Process

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 Department will consider all information submitted in accordance with Section 5.

6.1 Evaluation Committee

Evaluation of TO Proposals will be performed in accordance with COMAR 21.05.03 by a committee established for that purpose and based on the evaluation criteria set forth below. The Evaluation Committee will review TO Proposals, participate in Offeror oral presentations and discussions, and provide input to the TO Procurement Officer. The SHA reserves the right to utilize the services of individuals outside of the established Evaluation Committee for advice and assistance, as deemed appropriate.

During the evaluation process, the TO Procurement Officer may determine at any time that a particular Offeror is not susceptible for award.

6.2 TO Technical Proposal Evaluation Criteria

The criteria to be used to evaluate each TO Technical Proposal are listed below in descending order of importance. Unless stated otherwise, any sub-criteria within each criterion have equal weight.

6.2.1 Offeror's Technical Response to TORFP Requirements (See TORFP § 5.4.2)

The State prefers an Offeror's response to work requirements in the TORFP that illustrates a comprehensive understanding of work requirements and mastery of the subject matter, including an explanation of how the work will be performed. TO Proposals which include limited responses to work requirements such as "concur" or "will comply" will receive a lower ranking than those TO proposals that demonstrate an understanding of the work requirements and include plans to meet or exceed them.

6.2.2 Experience and Qualifications of Proposed Staff (See TORFP § 5.4.2.D)

The capability of the proposed resources to perform the required tasks and produce the required deliverables in the TORFP Sections 2-3. Capability will be determined from each proposed individual's resume, reference checks, and oral presentation (See Section 4.5 Oral Presentation).

6.2.3 Offeror Qualifications and Capabilities, including proposed subcontractors (See TORFP § 5.4.2.F)

6.2.4 Past performance will be evaluated for relevancy (similar size and scope), recency (within the past five (5) years), and performance feedback (reference checks).

6.2.5 Demonstration of how the Master Contractor plans to staff the task order at the levels set forth in the TORFP and also for potential future resource requests.

6.3 TO Financial Proposal Evaluation Criteria

All Qualified Offerors (see Section 6.4) will be ranked from the lowest (most advantageous) to the highest (least advantageous) price based on the Total Proposal Price within the stated guidelines set forth in this TORFP and as submitted on Attachment B - TO Financial Proposal Form.

6.4 Selection Procedures

TO Technical Proposals shall be evaluated based on the criteria set forth above in **Section 6.2**. TO Technical Proposals and TO Financial Proposals will be evaluated independently of each other.

- A. TO Proposals will be assessed throughout the evaluation process for compliance with the minimum qualifications listed in Section 1 of this TORFP, and quality of responses to **Section 5.4** TO Technical Proposal. Failure to meet the minimum qualifications shall render a TO Proposal not reasonably susceptible for award. The TO Procurement Officer will notify those Offerors who have not been selected to perform the work.
- B. TO Technical Proposals will be evaluated for technical merit and ranked. Oral presentations and discussions may be held to assure full understanding of the State's requirements and of the qualified Offeror's proposals and abilities to perform, and to facilitate arrival at a TO Agreement that is most advantageous to the State.
- C. The Procurement Officer will only open the TO Financial Proposals where the associated TO Technical Proposals have been classified as reasonably susceptible for award.
- D. After review of TO Financial Proposals, TO Financial Proposals for qualified Offerors will be reviewed and ranked from lowest to highest price proposed.
- E. When in the best interest of the State, the TO Procurement Officer may permit Qualified Offerors to revise their initial Proposals and submit, in writing, Best and Final Offers (BAFOs). The State may make an award without issuing a request for a BAFO.
- F. The Procurement Officer shall make a determination recommending award of the TO to the responsible Offeror who has the TO Proposal determined to be the most advantageous to the State, considering price and the evaluation criteria set forth above. In making this selection, the TO Technical Proposal will be given greater weight than the TO Financial Proposal.

All Master Contractors submitting a TO Proposal shall receive written notice from the TO Procurement Officer identifying the awardee.

6.4.1 Down-Select Procedure

In the event that more than ten (10) qualified TO Proposals are received, the TO Procurement Officer may elect to follow a down-select process as follows:

- A. A technical ranking will be performed for all TO Proposals based on the Offeror's experience and capabilities submitted. TO Proposals will be ranked from highest to lowest for technical merit to the extent the Offeror's qualifications align with the position needs as described in this TORFP.
- B. The top ten (10) TO Proposals identified by the technical ranking will be invited to interviews. All other Offerors will be notified of non-selection for this TORFP.

6.5 Documents Required upon Notice of Recommendation for Task Order Award

Upon receipt of a Notification of Recommendation for Task Order award, the apparent awardee shall complete and furnish the documents and attestations as directed in Table 1 of **Section 7 – TORFP Attachments and Appendices**.

Commencement of work in response to a TO Agreement shall be initiated only upon the completed documents and attestations, plus:

- A. Issuance of a fully executed TO Agreement,
- B. Purchase Order, and
- C. by a Notice to Proceed authorized by the TO Manager. See (see online example at <http://doit.maryland.gov/contracts/Documents/CATSPlus/CATS+NoticeToProceedSample.pdf>).

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7 TORFP ATTACHMENTS AND APPENDICES

Instructions Page

A TO Proposal submitted by an Offeror must be accompanied by the completed forms and/or affidavits identified in the “When to Submit” column in Table 1 below. All forms and affidavits applicable to this TORFP, including any applicable instructions and/or terms, are identified in the “Label” column in Table 1.

For documents required as part of the proposal:

- A. For e-mail submissions, submit one (1) copy of each with signatures.

All Offerors are advised that if a Task Order is awarded as a result of this solicitation, the successful Offeror will be required to complete certain forms and affidavits after notification of recommended award. The list of forms and affidavits that must be provided is described in Table 1 below in the “When to Submit” column.

For documents required after award, submit three (3) copies of each document within the appropriate number of days after notification of recommended award, as listed in Table 1 below in the “When to Submit” column.

Table 1: TORFP ATTACHMENTS AND APPENDICES

When to Submit	Label	Attachment Name
Before TO Proposal	A	Pre-Proposal Conference Response Form
With TO Proposal	B	TO Financial Proposal Instructions and Form
With TO Proposal	C	Bid/Proposal Affidavit Form
N/A	D	MDOT MBE Forms A and B Important: MDOT MBE Form E, if a waiver has been requested, is also required with TO Proposal
N/A	D	MDOT MBE Forms C and D
N/A	D	MBE Forms D-5 and D-6
N/A	E	Veteran-Owned Small Business Enterprise (VSBE) Form E-1
N/A	E	VSBE Forms E-2, E-3
With TO Proposal	F	Maryland Living Wage Requirements for Service Task Orders and Affidavit of Agreement
With TO Proposal	H	Conflict of Interest Affidavit and Disclosure
Five (5) Business Days after recommended award	I	Non-Disclosure Agreement (TO Contractor)
With TO Proposal	L	Location of the Performance of Services Disclosure

When to Submit	Label	Attachment Name
5 Business Days after recommended award	M	Task Order Agreement
Appendices		
n/a	1	Abbreviations and Definitions
With TO Proposal	2	Offeror Information Sheet
Prior to commencement of work	3	Criminal Background Check Affidavit
With TO Proposal	4	Labor Classification Personnel Resume Summary (Appendix 4A and 4B)
n/a	5	MDOT Information Security Plan
n/a	6	Maryland Virtual Weigh Station Locations
n/a	7	RITIS Virtual Weigh Station Interface Control Document
n/a	8	Virtual Weigh Station High Level Diagram
n/a	9	Virtual Weigh Station Concept of Operations
Additional Submissions		
5 Business Days after recommended award	--	Evidence of meeting insurance requirements (see Section 3.6); 1 copy
5 days after recommended award	--	Fully executed Escrow Agreement;

Attachment A. TO Pre-Proposal Conference Response Form

Solicitation Number J02B9400034

Virtual Weigh Station Project Maintenance and System Preservation

A TO Pre-proposal conference will be held on Wednesday, August 5, 2020 at 10:00am, via the Web.

Please return this form by Tuesday, August 4, 2020 advising whether or not you plan to attend. The completed form should be returned via e-mail to the TO Procurement Officer at the contact information below:

Ron Eshleman
MDOT
E-mail: reshleman@mdot.maryland.gov

Please indicate:

_____ Yes, We would like to attend via the web (please provide name and email addresses of attendees needing login information).

_____ No, we will not be in attendance.

Please specify whether any reasonable accommodations are requested (see TORFP § 4.1“TO Pre-proposal conference”):

Offeror: _____
Offeror Name (please print or type)

By: _____
Signature/Seal

Printed Name: _____
Printed Name

Title: _____
Title

Date: _____
Date

Attachment B. TO Financial Proposal Instructions & Form

PRICE SHEET – FIXED PRICE

Virtual Weigh Station Maintenance and Support

Please provide the Fixed-Price Monthly Recurring Cost for routine maintenance and support for the Virtual Weigh Stations (VWS) at the twelve (12) Maryland Transportation Authority (MDTA) locations and the seven (7) SHA locations listed on Appendix 6 that is all inclusive of all services outlined in **Section 2.3 Responsibilities and Tasks excluding Sub-Sections 2.3.4 and 2.3.5** for the duration of the Task Order Agreement.

Multiply the Monthly Recurring Cost (A) by the Number of Months (B) and provide the Annual Cost (C). Then add Annual Cost (C) and record this as the Total Price for Maintenance and Support. All pricing shall be valid for 120 days.

Contract Year	Monthly Cost (A)	Number of Months (B)	Annual Cost (C)
Year 1	\$	12	\$
Year 2	\$	12	\$
Year 3	\$	12	\$
Year 4	\$	12	\$
Year 5	\$	12	\$
Total Price for Maintenance and Support (Years 1-5)			\$

Authorized Individual Name

Company Name

Title

Company Tax ID #

Signature

Date

Attachment B-1 Price Sheet – Site Enhancement Fixed Price

Virtual Weigh Station Site Enhancement

Please provide the Fixed-Price for the Site Enhancement which shall be all inclusive and cover all the tasks associated as identified on **Section 2.3.4 Site Enhancement Requirements** for the duration of the Task Order Agreement. All pricing shall be valid for 120 days.

Site Enhancement Description	Total Proposed Price
US213 Northbound Single Lane	\$

 Authorized Individual Name

 Company Name

 Title

 Company Tax ID #

 Signature

 Date

Attachment B-2 Price Sheet – System Preservation Fixed Price

Virtual Weigh Station System Preservation

Please provide the volume pricing for the System Preservation activity requested. The fixed price proposed shall be all inclusive and cover all the tasks associated with sensor replacement as identified on **Section 2.3.5 System Preservation Requirements** for the duration of the Task Order Agreement

Multiply the Cost per Sensor and Loop Set (A) by the Total Number of Sets (B) and provide the Annual Cost (C). Then add Annual Cost (C) and record this as the Total Price for System preservation. All pricing shall be valid for 120 days.

Contract Year	Cost per Sensor and Loop Set (A)	Total Number of Sets (B)	Annual Cost (C)
Year 1	\$	5 sets	\$
Year 2	\$	5 sets	\$
Year 3	\$	5 sets	\$
Year 4	\$	5 sets	\$
Year 5	\$	5 sets	\$
Total Price for System Preservation (Years 1 – 5)			\$

 Authorized Individual Name

 Company Name

 Title

 Company Tax ID #

 Signature

 Date

Attachment B-3 Price Sheet – Pricing Summary

Virtual Weigh Station Project Maintenance and System Preservation
 for CATS+ TORFP # J02B9400034

Please provide the total overall contract Fixed Price (**Attachment B: Maintenance and Support + Attachment B-1: Site Enhancement + Attachment B-2: System Preservation**). All pricing shall be valid for 120 days.

Total Price for Maintenance and Support (Years 1 - 5) <i>Attachment B Price Sheet Total</i> <i>Virtual Weigh Station Maintenance and Support</i>	\$
Total Price for Site Enhancement <i>Attachment B-1 Price Sheet Total</i> <i>Virtual Weigh Station Site Enhancement</i>	\$
Total Price for System Preservation (Years 1 – 5) <i>Attachment B-2 Price Sheet Total</i> <i>Virtual Weigh Station System Preservation</i>	\$
Total Overall Contract Price	\$

 Authorized Individual Name

 Company Name

 Title

 Company Tax ID #

 Signature

 Date

Attachment C. Bid/Proposal Affidavit

A. AUTHORITY

I hereby affirm that I, _____ (name of affiant) am the _____ (title) and duly authorized representative of _____ (name of business entity) and that I possess the legal authority to make this affidavit on behalf of the business for which I am acting.

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned Bidder/Offeror hereby certifies and agrees that the following information is correct: In preparing its Bid/proposal on this project, the Bidder/Offeror has considered all Bid/proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in “discrimination” as defined in § 19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. “Discrimination” means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, sexual identity, genetic information or an individual’s refusal to submit to a genetic test or make available the results of a genetic test, disability, or any otherwise unlawful use of characteristics regarding the vendor’s, supplier’s, or commercial customer’s employees or owners. “Discrimination” also includes retaliating against any person or other entity for reporting any incident of “discrimination”. Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the Bid/proposal submitted by the Bidder/Offeror on this project, and terminate any contract awarded based on the Bid/proposal. As part of its Bid/proposal, the Bidder/Offeror herewith submits a list of all instances within the past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the Bidder/Offeror discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder/Offeror agrees to comply in all respects with the State’s Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

B-1. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES.

The undersigned Bidder/Offeror hereby certifies and agrees that it has fully complied with the State Minority Business Enterprise Law, State Finance and Procurement Article, § 14-308(a)(2), Annotated Code of Maryland, which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a Bid/proposal and:

- (1) Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority bid/proposal;
- (2) Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in the Bid/proposal;
- (3) Fail to use the certified minority business enterprise in the performance of the contract; or
- (4) Pay the certified minority business enterprise solely for the use of its name in the Bid/proposal.

Without limiting any other provision of the solicitation on this project, it is understood that if the certification is false, such false certification constitutes grounds for the State to reject the Bid/proposal submitted by the Bidder/Offeror on this project, and terminate any contract awarded based on the Bid/proposal.

B-2. CERTIFICATION REGARDING VETERAN-OWNED SMALL BUSINESS ENTERPRISES.

The undersigned Bidder/Offeror hereby certifies and agrees that it has fully complied with the State veteran-owned small business enterprise law, State Finance and Procurement Article, § 14-605, Annotated Code of Maryland, which provides that a person may not:

- (1) Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person in fraudulently obtaining or attempting to obtain public money, procurement contracts, or funds expended under a procurement contract to which the person is not entitled under this title;
- (2) Knowingly and with intent to defraud, fraudulently represent participation of a veteran-owned small business enterprise in order to obtain or retain a Bid/proposal preference or a procurement contract;
- (3) Willfully and knowingly make or subscribe to any statement, declaration, or other document that is fraudulent or false as to any material matter, whether or not that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (4) Willfully and knowingly aid, assist in, procure, counsel, or advise the preparation or presentation of a declaration, statement, or other document that is fraudulent or false as to any material matter, regardless of whether that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (5) Willfully and knowingly fail to file any declaration or notice with the unit that is required by COMAR 21.11.13; or
- (6) Establish, knowingly aid in the establishment of, or exercise control over a business found to have violated a provision of § B-2(1) -(5) of this regulation.

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business’s contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, § 6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:

- (1) Been convicted under state or federal statute of:
 - (a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
 - (b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;
- (2) Been convicted of any criminal violation of a state or federal antitrust statute;
- (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. § 1961 et seq., or the Mail Fraud Act, 18 U.S.C. § 1341 et seq., for acts in connection with the submission of Bids/Proposals for a public or private contract;
- (4) Been convicted of a violation of the State Minority Business Enterprise Law, § 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (5) Been convicted of a violation of § 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)— (5) above;
- (7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of Bids/Proposals for a public or private contract;
- (8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract;
- (9) Been convicted of a violation of one or more of the following provisions of the Internal Revenue Code:
 - (a) §7201, Attempt to Evade or Defeat Tax;
 - (b) §7203, Willful Failure to File Return, Supply Information, or Pay Tax,
 - (c) §7205, Fraudulent Withholding Exemption Certificate or Failure to Supply Information;
 - (d) §7206, Fraud and False Statements, or
 - (e) §7207 Fraudulent Returns, Statements, or Other Documents;
- (10) Been convicted of a violation of 18 U.S.C. §286 Conspiracy to Defraud the Government with Respect to Claims, 18 U.S.C. §287, False, Fictitious, or Fraudulent Claims, or 18 U.S.C. §371, Conspiracy to Defraud the United States;
- (11) Been convicted of a violation of the Tax-General Article, Title 13, Subtitle 7 or Subtitle 10, Annotated Code of Maryland;

- (12) Been found to have willfully or knowingly violated State Prevailing Wage Laws as provided in the State Finance and Procurement Article, Title 17, Subtitle 2, Annotated Code of Maryland, if:
 - (a) A court:
 - (i) Made the finding; and
 - (ii) Decision became final; or
 - (b) The finding was:
 - (i) Made in a contested case under the Maryland Administrative Procedure act; and
 - (ii) Not overturned on judicial review;

- (13) Been found to have willfully or knowingly violated State Living Wage Laws as provided in the State Finance and Procurement Article, Title 18, Annotated Code of Maryland, if:
 - (a) A court:
 - (i) Made the finding; and
 - (ii) Decision became final; or
 - (b) The finding was:
 - (i) Made in a contested case under the Maryland Administrative Procedure act; and
 - (ii) Not overturned on judicial review;

- (14) Been found to have willfully or knowingly violated the Labor and Employment Article, Title 3, Subtitles 3, 4, or 5, or Title 5, Annotated Code of Maryland, if:
 - (a) A court:
 - (i) Made the finding; and
 - (ii) Decision became final; or
 - (b) The finding was:
 - (i) Made in a contested case under the Maryland Administrative Procedure act; and
 - (ii) Not overturned on judicial review; or

- (15) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§ B and C and subsections D(1)—(14) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities, including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension).

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

- (1) The business was not established and does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and
 - (2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):
-
-

G. SUBCONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

- (1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying Bid/proposal that is being submitted; or
- (2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the Bid/proposal price of the Bidder/Offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying Bid/proposal is submitted.

I. CERTIFICATION OF TAX PAYMENT

I FURTHER AFFIRM THAT:

Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, State Department of Assessments and Taxation, and Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the Contract.

K. CERTIFICATION REGARDING INVESTMENTS IN IRAN

- (1) The undersigned certifies that, in accordance with State Finance and Procurement Article, §17-705, Annotated Code of Maryland:
 - (a) It is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland; and
 - (b) It is not engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland.
- (2) The undersigned is unable to make the above certification regarding its investment activities in Iran due to the following activities:

L. CONFLICT MINERALS ORIGINATED IN THE DEMOCRATIC REPUBLIC OF CONGO (FOR SUPPLIES AND SERVICES CONTRACTS)

I FURTHER AFFIRM THAT:

The business has complied with the provisions of State Finance and Procurement Article, §14-413, Annotated Code of Maryland governing proper disclosure of certain information regarding conflict minerals originating in the Democratic Republic of Congo or its neighboring countries as required by federal law.

M. PROHIBITING DISCRIMINATORY BOYCOTTS OF ISRAEL

I FURTHER AFFIRM THAT:

In preparing its bid/proposal on this project, the Bidder/Offeror has considered all bid/proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor, vendor, or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity on the basis of Israeli national origin, or residence or incorporation in Israel and its territories. The Bidder/Offeror also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. Without limiting any other provision of

the solicitation for bid/proposals for this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to reject the bid/proposal submitted by the Bidder/Offeror on this project, and terminate any contract awarded based on the bid/proposal.

N. I FURTHER AFFIRM THAT:

Any claims of environmental attributes made relating to a product or service included in the bid or bid/proposal are consistent with the Federal Trade Commission’s Guides for the Use of Environmental Marketing Claims as provided in 16 C.F.R. §260, that apply to claims about the environmental attributes of a product, package or service in connection with the marketing, offering for sale, or sale of such item or service.

O. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this Bid/proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

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.

By: _____
Signature of Authorized Representative and Affiant

Printed Name: _____
Printed Name of Authorized Representative and Affiant

Title: _____
Title

Date: _____
Date

Attachment D. Minority Business Enterprise (MBE) Forms

This solicitation does not include a Minority Business Enterprise (MBE) subcontractor participation goal.

Attachment E. Veteran-Owned Small Business Enterprise (VSBE) Forms

This solicitation does not include a Veteran-Owned Small Business Enterprise goal.

**Attachment F. Maryland Living Wage Affidavit of Agreement for Service
Contracts**

- A. This contract is subject to the Living Wage requirements under Md. Code Ann., State Finance and Procurement Article, Title 18, and the regulations proposed by the Commissioner of Labor and Industry (Commissioner). The Living Wage generally applies to a Contractor or subcontractor who performs work on a State contract for services that is valued at \$100,000 or more. An employee is subject to the Living Wage if he/she is at least 18 years old or will turn 18 during the duration of the contract; works at least 13 consecutive weeks on the State Contract and spends at least one-half of the employee's time during any work week on the State Contract.
- B. The Living Wage Law does not apply to:
- (1) A Contractor who:
 - (a) Has a State contract for services valued at less than \$100,000, or
 - (b) Employs 10 or fewer employees and has a State contract for services valued at less than \$500,000.
 - (2) A subcontractor who:
 - (a) Performs work on a State contract for services valued at less than \$100,000,
 - (b) Employs 10 or fewer employees and performs work on a State contract for services valued at less than \$500,000, or
 - (c) Performs work for a Contractor not covered by the Living Wage Law as defined in B(1)(b) above, or B (3) or C below.
 - (3) Service contracts for the following:
 - (a) Services with a Public Service Company;
 - (b) Services with a nonprofit organization;
 - (c) Services with an officer or other entity that is in the Executive Branch of the State government and is authorized by law to enter into a procurement ("Unit"); or
 - (d) Services between a Unit and a County or Baltimore City.
- C. If the Unit responsible for the State contract for services determines that application of the Living Wage would conflict with any applicable Federal program, the Living Wage does not apply to the contract or program.
- D. A Contractor must not split or subdivide a State contract for services, pay an employee through a third party, or treat an employee as an independent Contractor or assign work to employees to avoid the imposition of any of the requirements of Md. Code Ann., State Finance and Procurement Article, Title 18.
- E. Each Contractor/subcontractor, subject to the Living Wage Law, shall post in a prominent and easily accessible place at the work site(s) of covered employees a notice of the Living Wage Rates, employee rights under the law, and the name, address, and telephone number of the Commissioner.
- F. The Commissioner shall adjust the wage rates by the annual average increase or decrease, if any, in the Consumer Price Index for all urban consumers for the Washington/Baltimore metropolitan area, or any successor index, for the previous calendar year, not later than 90 days after the start of each fiscal year. The Commissioner shall publish any adjustments to the wage rates on the

Division of Labor and Industry's website. An employer subject to the Living Wage Law must comply with the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate, required by the Commissioner, automatically upon the effective date of the revised wage rate.

- G. A Contractor/subcontractor who reduces the wages paid to an employee based on the employer's share of the health insurance premium, as provided in Md. Code Ann., State Finance and Procurement Article, §18-103(c), shall not lower an employee's wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413. A Contractor/subcontractor who reduces the wages paid to an employee based on the employer's share of health insurance premium shall comply with any record reporting requirements established by the Commissioner.
- H. A Contractor/subcontractor may reduce the wage rates paid under Md. Code Ann., State Finance and Procurement Article, §18-103(a), by no more than 50 cents of the hourly cost of the employer's contribution to an employee's deferred compensation plan. A Contractor/subcontractor who reduces the wages paid to an employee based on the employer's contribution to an employee's deferred compensation plan shall not lower the employee's wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413.
- I. Under Md. Code Ann., State Finance and Procurement Article, Title 18, if the Commissioner determines that the Contractor/subcontractor violated a provision of this title or regulations of the Commissioner, the Contractor/subcontractor shall pay restitution to each affected employee, and the State may assess liquidated damages of \$20 per day for each employee paid less than the Living Wage.
- J. Information pertaining to reporting obligations may be found by going to the Division of Labor and Industry website <http://www.dllr.state.md.us/labor/prev/livingwage.shtml> and clicking on Living Wage for State Service Contracts.

F-1 Maryland Living Wage Requirements Affidavit of Agreement

Contract No. J02B9400034

Name of Contractor:

Address:

If the Contract Is Exempt from the Living Wage Law

The Undersigned, being an authorized representative of the above-named Contractor, hereby affirms that the Contract is exempt from Maryland’s Living Wage Law for the following reasons (check all that apply):

- Offeror is a nonprofit organization
- Offeror is a public service company
- Offeror employs 10 or fewer employees and the proposed contract value is less than \$500,000
- Offeror employs more than 10 employees and the proposed contract value is less than \$100,000

If the Contract Is a Living Wage Contract

- A. The Undersigned, being an authorized representative of the above-named Contractor, hereby affirms its commitment to comply with Title 18, State Finance and Procurement Article, Annotated Code of Maryland and, if required, submit all payroll reports to the Commissioner of Labor and Industry with regard to the above stated contract. The Offeror agrees to pay covered employees who are subject to living wage at least the living wage rate in effect at the time service is provided for hours spent on State contract activities, and ensure that its subcontractors who are not exempt also pay the required living wage rate to their covered employees who are subject to the living wage for hours spent on a State contract for services. The Contractor agrees to comply with, and ensure its subcontractors comply with, the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate established by the Commissioner of Labor and Industry, automatically upon the effective date of the revised wage rate.
- B. _____ (initial here if applicable) The Offeror affirms it has no covered employees for the following reasons: (check all that apply):
 - The employee(s) proposed to work on the contract will spend less than one-half of the employee’s time during any work week on the contract
 - The employee(s) proposed to work on the contract is 17 years of age or younger during the duration of the contract; or
 - The employee(s) proposed to work on the contract will work less than 13 consecutive weeks on the State contract.

The Commissioner of Labor and Industry reserves the right to request payroll records and other data that the Commissioner deems sufficient to confirm these affirmations at any time.

Name of Authorized Representative:

Signature of Authorized Representative : _____ Date: _____

Title:

Witness Name (Typed or Printed) _____

Witness Signature: _____ Date: _____

SUBMIT THIS AFFIDAVIT WITH PROPOSAL

Attachment G. Federal Funds Attachments

This solicitation does not include a Federal Funds Attachment.

Attachment H. Conflict of Interest Affidavit and Disclosure

Reference COMAR 21.05.08.08

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 Offeror, TO Contractor, consultant, or subcontractor or sub-consultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a Proposal is made.

C. The 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 Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the Offeror shall immediately make a full disclosure in writing to the TO Procurement Officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the 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 TO Contractor shall continue performance until notified by the TO 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 AFFIDAVIT WITH Bid/PROPOSAL

Attachment I. Non-Disclosure Agreement (TO Contractor)

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made by and between the State of Maryland (the “State”), acting by and through (State Highway Administration) (the “SHA”), and _____ (the “TO Contractor”).

RECITALS

WHEREAS, the TO Contractor has been awarded a contract (the “TO Agreement”) following the solicitation for Virtual Weigh Station Project Maintenance and System Preservation Solicitation # J02B9400034; and

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

NOW, THEREFORE, in consideration of being given access to the Confidential Information in connection with the solicitation 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. 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” means (1) any and all information provided by or made available by the State to the TO Contractor in connection with the TO Agreement and (2) any and all personally identifiable information (PII) (including but not limited to personal information as defined in Md. Ann. Code, General Provisions §4-101(h)) and protected health information (PHI) that is provided by a person or entity to the TO Contractor in connection with this TO Agreement. 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. The 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 except for the sole and exclusive purpose of performing under the TO Agreement. The 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 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 **Attachment I-2**. TO Contractor shall update **Attachment I-2** by adding additional names (whether TO Contractor’s Personnel or a subcontractor’s personnel) 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 TO Agreement or will otherwise have a role in performing any aspect of the TO Agreement, 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. The TO Contractor hereby agrees to hold the Confidential Information in trust and in strictest confidence, adopt or establish operating procedures and physical security measures, and 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. The 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. The TO Contractor shall, at its own expense, return to the State Highway Administration all Confidential Information in its care, custody, control or possession upon request of the State Highway Administration or on termination of the TO Agreement.
 7. A breach of this Agreement by the TO Contractor or 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 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 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, in no event less restrictive than as set forth in 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;
 - f. The Recitals are not merely prefatory but are an integral part hereof; and
 - g. The effective date of this Agreement shall be the same as the effective date of the TO Agreement entered into by the parties.

IN WITNESS WHEREOF, the parties have, by their duly authorized representatives, executed this Agreement as of the day and year first above written.

TO Contractor:

By:
(seal)

Printed Name:

Title:

Date:

SHA

By:

Printed Name:

Title:

Date:

I-2 NON-DISCLOSURE AGREEMENT

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

Printed Name and Address of Individual/Agent	Employee (E) or Agent (A)	Signature	Date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
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_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

I-3 NON-DISCLOSURE AGREEMENT

**CERTIFICATION TO ACCOMPANY RETURN OR DELETION OF CONFIDENTIAL
INFORMATION**

I AFFIRM THAT:

To the best of my knowledge, information, and belief, and upon due inquiry, I hereby certify that: (i) all Confidential Information which is the subject matter of that certain Non-Disclosure Agreement by and between the State of Maryland and _____ (“TO Contractor”) dated _____, 20____ (“Agreement”) is attached hereto and is hereby returned to the State in accordance with the terms and conditions of the Agreement; and (ii) I am legally authorized to bind the TO Contractor to this affirmation. Any and all Confidential Information that was stored electronically by me has been permanently deleted from all of my systems or electronic storage devices where such Confidential Information may have been stored.

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, HAVING MADE DUE INQUIRY.

DATE: _____

NAME OF TO CONTRACTOR: _____

BY: _____
(Signature)

TITLE: _____
(Authorized Representative and Affiant)

Attachment J. HIPAA Business Associate Agreement

This solicitation does not require a HIPAA Business Associate Agreement.

Attachment K. Mercury Affidavit

K-1 Mercury Affidavit

AUTHORIZED REPRESENTATIVE THEREBY AFFIRM THAT:

I, _____ (name of affiant) am the _____ (title) and the duly authorized representative of _____ (name of the business). I possess the legal authority to make this affidavit on behalf of myself and the business for which I am acting.

MERCURY CONTENT INFORMATION:

The product(s) offered do not contain mercury.

OR

- The product(s) offered do contain mercury.
- In an attachment to this Mercury Affidavit:
 - (1) Describe the product or product component that contains mercury.
 - (2) Provide the amount of mercury that is contained in the product or product component. Indicate the unit of measure being used.

I ACKNOWLEDGE THAT this affidavit is to be furnished to the TO Procurement Officer and may be distributed to units of (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this affidavit or any contract resulting from the submission of this Proposal shall be construed to supersede, amend, modify, or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this affidavit, (2) the contract, and (3) other affidavits comprising part of the contract.

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.

By: _____
Date _____ Signature _____

Print Name:

Authorized Representative and Affiant

SUBMIT THIS AFFIDAVIT WITH PROPOSAL

Attachment L. Location of the Performance of Services Disclosure

(submit with Proposal)

Pursuant to Md. Ann. Code, State Finance and Procurement Article, § 12-111, and in conjunction with the Proposal submitted in response to Solicitation No. J02B9400034, the following disclosures are hereby made:

1. At the time of Proposal submission, the Offeror and/or its proposed subcontractors:

___ have plans

___ have no plans

to perform any services required under the TO Agreement outside of the United States.

2. If services required under the contract are anticipated to be performed outside the United States by either the Offeror or its proposed subcontractors, the Offeror shall answer the following (attach additional pages if necessary):

a. Location(s) services will be performed:

b. Reasons why it is necessary or advantageous to perform services outside the United States:

The undersigned, being an authorized representative of the Offeror, hereby affirms that the contents of this disclosure are true to the best of my knowledge, information, and belief.

Date: _____

Offeror Name:

By: _____

Name:

Title:

Please be advised that the SHA may contract for services provided outside of the United States if: the services are not available in the United States; the price of services in the United States exceeds by an unreasonable amount the price of services provided outside the United States; or the quality of services in the United States is substantially less than the quality of comparably priced services provided outside the United States.

Attachment M. Task Order

CATS+ TORFP J02B9400034 OF
MASTER CONTRACT #060B2490023

This Task Order Agreement (“TO Agreement”) is made this day of Month, 20__ by and between _____ (TO Contractor) and the STATE OF MARYLAND, Maryland Department of Transportation State Highway Administration (MDOT SHA or the “Department”).

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

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
 - a. “Department” means Maryland Department of Transportation State Highway Administration, as identified in the CATS+ TORFP # J02B9400034.
 - b. “CATS+ TORFP” means the Task Order Request for Proposals # J02B9400034, dated July 15, 2020, including any addenda and amendments.
 - c. “Master Contract” means the CATS+ Master Contract between the Maryland Department of Information Technology and TO Contractor.
 - d. “TO Procurement Officer” means Ron Eshleman The Department may change the TO Procurement Officer at any time by written notice.
 - e. “TO Agreement” means this signed TO Agreement between MDOT SHA and TO Contractor.
 - f. “TO Contractor” means the CATS+ Master Contractor awarded this TO Agreement, whose principal business address is _____.
 - g. “TO Manager” means Dave Czorapinski. The Department may change the TO Manager at any time by written notice to the TO Contractor.
 - h. “TO Technical Proposal” means the TO Contractor’s technical response to the CATS+ TORFP dated date of TO Technical Proposal.
 - i. “TO Financial Proposal” means the TO Contractor’s financial response to the CATS+ TORFP dated date of TO Financial Proposal.
 - j. “TO Proposal” collectively refers to the TO Technical Proposal and TO Financial Proposal.
2. Scope of Work
 - 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supersede the Master Contract.
 - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 3 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:

The TO Agreement,
Exhibit A – CATS+ TORFP

Exhibit B – TO Technical Proposal

Exhibit C – TO Financial Proposal

- 2.3 The TO Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the TO Agreement. No other order, statement or conduct of the TO Procurement Officer or any other person shall be treated as a change or entitle the TO Contractor to an equitable adjustment under this Section. Except as otherwise provided in this TO Agreement, if any change under this Section causes an increase or decrease in the TO Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the TO Agreement price shall be made and the TO Agreement modified in writing accordingly. The TO Contractor must assert in writing its right to an adjustment under this Section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the TO Contractor shall be allowed if asserted after final payment under this TO Agreement. Failure to agree to an adjustment under this Section shall be a dispute under the Disputes clause of the Master Contract. Nothing in this Section shall excuse the TO Contractor from proceeding with the TO Agreement as changed.
3. Time for Performance
- Unless terminated earlier as provided in the Master Contract, the term of this TO Agreement shall commence as of the "Notice to Proceed (NTP) Date" and expire on the fifth (5th) anniversary thereof.
4. Consideration and Payment
- 4.1 The consideration to be paid the TO Contractor shall be done so in accordance with the CATS+ TORFP and shall not exceed \$ _____. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.
- 4.2 Payments to the TO Contractor shall be made as outlined Section 3 of the CATS+ TORFP, but no later than thirty (30) days after the Department's receipt of a proper invoice for services provided by the TO Contractor, acceptance by the Department of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.
- 4.3 Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is _____. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices must be submitted to the Department TO Manager unless otherwise specified herein.
- 4.4 In addition to any other available remedies, if, in the opinion of the TO Procurement Officer, the TO Contractor fails to perform in a satisfactory and timely manner, the TO Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the TO Contractor to be reduced or withheld until such time as the TO Contractor meets performance standards as established by the TO Procurement Officer.
- 4.5 Liquidated Damages for MBE
1. The Master Contract requires the Master Contractor to comply in good faith with the MBE Program and Master Contract provisions. The State and the Master Contractor acknowledge and agree that the State will incur damages, including but not limited to loss of goodwill, detrimental impact on economic development, and diversion of internal staff resources, if the Master Contractor does not comply in good faith with the requirements of the MBE Program and MBE Contract provisions. The parties further acknowledge and agree that the damages the State might reasonably

be anticipated to accrue as a result of such lack of compliance are difficult to ascertain with precision.

2. Therefore, upon issuance of a written determination by the State that the Master Contractor failed to comply in good faith with one or more of the specified MBE Program requirements or MBE Contract provisions, the Master Contractor shall pay liquidated damages to the State at the rates set forth below. The Master Contractor expressly agrees that the State may withhold payment on any invoices as a set-off against liquidated damages owed. The Master Contractor further agrees that for each specified violation, the agreed upon liquidated damages are reasonably proximate to the loss the State is anticipated to incur as a result of such violation.

- (a) Failure to submit each monthly payment report in full compliance with COMAR 21.11.03.13B (3): \$34.88 per day until the monthly report is submitted as required.
- (b) Failure to include in its agreements with MBE subcontractors a provision requiring submission of payment reports in full compliance with COMAR 21.11.03.13B (4): \$XXX per MBE subcontractor.
- (c) Failure to comply with COMAR 21.11.03.12 in terminating, canceling, or changing the scope of work/value of a contract with an MBE subcontractor and amendment of the MBE participation schedule: the difference between the dollar value of the MBE participation commitment on the MBE participation schedule for that specific MBE firm and the dollar value of the work performed by that MBE firm for the Contract.
- (d) Failure to meet the Master Contractor's total MBE participation goal and sub goal commitments: the difference between the dollar value of the total MBE participation commitment on the MBE participation schedule and the MBE participation actually achieved.
- (e) Failure to promptly pay all undisputed amounts to an MBE subcontractor in full compliance with the prompt payment provisions of the Contract: \$100.00 per day until the undisputed amount due to the MBE subcontractor is paid.

2 Notwithstanding the assessment or availability of liquidated damages, the State reserves the right to terminate the Task Order and exercise any and all other rights or remedies, which may be available under the Task Order or Law.

SIGNATURES ON NEXT PAGE

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, MDOT SHA

By: Mike C. Zimmerman, Chief Procurement Officer

Date

Witness: _____

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

Assistant Attorney General

Appendix 1. Abbreviations and Definitions

For purposes of this TORFP, the following abbreviations or terms have the meanings indicated below:

- A. Application Program Interface (API) - Code that allows two software programs to communicate with each other
- B. Acceptable Use Policy (AUP) - A written policy documenting constraints and practices that a user must agree to in order to access a private network or the Internet
- C. Access - The ability or the means necessary to read, write, modify, or communicate data/information or otherwise use any information system resource
- D. Business Day(s) – The official working days of the week to include Monday through Friday. Official working days excluding State Holidays (see definition of “Normal State Business Hours” below).
- E. COMAR – Code of Maryland Regulations available on-line at <http://www.dsd.state.md.us/COMAR/ComarHome.html>.
- F. Commercial Motor Vehicles (CMV) – any vehicle used to transport goods or passengers for the profit of an individual or business. Examples of CMVs include pickup trucks, box trucks, semi-trucks, vans, coaches, buses, taxicabs, trailers and travel trailers.
- G. Commercial Off the Shelf (COTS) – a term that references non-developmental items (NDI) sold in the commercial marketplace and used or obtained through government contracts. A COTS product is usually a computer hardware or software product tailored for specific uses and made available to the general public. Such products are designed to be readily available and user friendly.
- H. Data Breach – The unauthorized acquisition, use, modification or disclosure of State data, or other Sensitive Data
- I. State Highway Administration (SHA) - is the state sub-agency responsible for maintaining Maryland's numbered highways outside Baltimore City. It is tasked with maintaining non-tolled/free bridges throughout the State, removing snow from the state's major thoroughfares, administering the State's "adopt-a-highway" program, and both developing and maintaining the State's freeway/expressway system
- J. Effective Date - The date of mutual TO Agreement execution by the parties
- K. Enterprise License Agreement (ELA) – An agreement to license the entire population of an entity (employees, on-site contractors, off-site contractors) accessing a software or service for a specified period of time for a specified value.
- L. Federal Motor Carrier Safety Administration (FMCSA) - sets forth minimum standards for those involved with the operation of commercial motor vehicles in interstate commerce, in order to cover all people and entities involved in interstate operation of these trucks
- M. Information System – A discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.
- N. Information Technology (IT) – All electronic information-processing hardware and software, including: (a) maintenance; (b) telecommunications; and (c) associated consulting services

- O. Infra-Red (IR) – electromagnetic radiation (EMR) with wavelengths longer than those of visible light, generally invisible to the human eye
- P. Innovative Technology Deployment (ITD) - is a nationwide program managed by Federal Motor Carrier Safety Administration designed to: (1) improve safety and productivity of motor carriers, commercial vehicles and their drivers;(2) improve efficiency and effectiveness of commercial vehicle safety programs through targeted enforcement; (3) improve commercial vehicle data sharing within states and between states and FMCSA; (4) reduce Federal/State and industry regulatory and administrative costs
- Q. Intelligent Transportation System (ITS) - utilize technology to increase roadway safety, reduce motorist delays and air pollution, and improve the overall productivity of commercial vehicle operations
- R. Key Personnel – All TO Contractor Personnel identified in the solicitation as such that are essential to the work being performed under the Task Order. See TORFP **Section 3.10**.
- S. Local Time – Time in the Eastern Time Zone as observed by the State of Maryland. Unless otherwise specified, all stated times shall be Local Time, even if not expressly designated as such.
- T. Minority Business Enterprise (MBE) – Any legal entity certified as defined at COMAR 21.01.02.01B (54) which is certified by the Maryland Department of Transportation under COMAR 21.11.03.
- U. Normal State Business Hours - Normal State business hours are 8:00 a.m. – 5:00 p.m. Monday through Friday except State Holidays, which can be found at: www.dbm.maryland.gov – keyword: State Holidays.
- V. Notice to Proceed (NTP) – A written notice from the TO Procurement Officer that work under the Task Order, project or Work Order (as applicable) is to begin as of a specified date. The NTP Date is the start date of work under the Task Order, project or Work Order. Additional NTPs may be issued by either the TO Procurement Officer or the TO Manager regarding the start date for any service included within this solicitation with a delayed or non-specified implementation date.
- W. NTP Date – The date specified in a NTP for work on Task Order, project or Work Order to begin.
- X. Offeror – A Master Contractor that submits a Proposal in response to this TORFP.
- Y. Personally Identifiable Information (PII) – Any information about an individual maintained by the State, including (1) any information that can be used to distinguish or trace an individual identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information.
- Z. Protected Health Information (PHI) – Information that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (i) that identifies the individual; or (ii) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- AA. QWIM – Quartz Weigh In Motion sensors utilize Kistler’s unique quartz technology in order to measure the vehicle gross weight under rolling traffic conditions. They consist of an aluminum alloy profile in the middle of which quartz disks are fitted under pre-load

- BB. Regional Integrated Transportation Information System (RITIS) - an automated data fusion and dissemination system that provides an enhanced overall view of the transportation network. Participating agencies are able to view transportation and related emergency management information through innovative visualizations and use it to improve their operations and emergency preparedness. RITIS also uses regional standardized data to provide information to third parties, the media, and other traveler information resources including, web sites, paging systems, and 511.
- CC. Security Incident – A violation or imminent threat of violation of computer security policies, Security Measures, acceptable use policies, or standard security practices. “Imminent threat of violation” is a situation in which the organization has a factual basis for believing that a specific incident is about to occur.
- DD. Security or Security Measures – The technology, policy and procedures that a) protects and b) controls access to networks, systems, and data
- EE. Sensitive Data - Means PII;PHI; other proprietary or confidential data as defined by the State, including but not limited to “personal information” under Md. Code Ann., Commercial Law § 14-3501(d) and Md. Code Ann., St. Govt. § 10-1301(c) and information not subject to disclosure under the Public Information Act, Title 4 of the General Provisions Article; and .information about an individual that (1) can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; (2) is linked or linkable to an individual, such as medical, educational, financial, and employment information
- FF. Service Level Agreement (SLA) - Commitment by the TO Contractor to the Department that defines the performance standards the TO Contractor is obligated to meet.
- GG. SLA Activation Date - The date on which SLA charges commence under this Task Order, which may include, but to, the date of (a) completion of Transition in, (b) a delivery, or (c) releases of work
- HH. Software - The object code version of computer programs licensed pursuant to this TO Agreement. Embedded code, firmware, internal code, microcode, and any other term referring to software that is necessary for proper operation is included in this definition of Software. Software includes all prior, current, and future versions of the Software and all maintenance updates and error corrections. Software also includes any upgrades, updates, bug fixes or modified versions or backup copies of the Software licensed to the State by TO Contractor or an authorized distributor.
- II. Software as a Service (SaaS) - A software licensing and delivery model in which software is licensed on a subscription basis and is centrally hosted. For the purposes of this TORFP, the terms SaaS and PaaS are considered synonymous and the term SaaS will be used throughout this document
- JJ. Solution - All Software, deliverables, services and activities necessary to fully provide and support the TORFP scope of work. This definition of Solution includes all System Documentation developed as a result of this TO Agreement. Also included are all Upgrades, patches, break/fix activities, enhancements and general maintenance and support of the Solution and its infrastructure.
- KK. State – The State of Maryland.

- LL. Source Code – Executable instructions for Software in its high level, human readable form which are in turn interpreted, parsed and/or compiled to be executed as part of a computing system.
- MM. System Availability – The period of time the Solution works as required excluding non-operational periods associated with planned maintenance.
- NN. System Documentation – Those materials necessary to wholly reproduce and fully operate the most current deployed version of the Solution in a manner equivalent to the original Solution including, but not limited to:
 - 1. Source Code: this includes source code created by the TO Contractor or subcontractor(s) and source code that is leveraged or extended by the TO Contractor for use in the Task Order.
 - 2. All associated rules, reports, forms, templates, scripts, data dictionaries and database functionality.
 - 3. All associated configuration file details needed to duplicate the run time environment as deployed in the current deployed version of the system.
 - 4. All associated design details, flow charts, algorithms, processes, formulas, pseudo-code, procedures, instructions, help files, programmer’s notes and other documentation.
 - 5. A complete list of Third Party, open source, or commercial software components and detailed configuration notes for each component necessary to reproduce the system (e.g., operating system, relational database, and rules engine software).
 - 6. All associated user instructions and/or training materials for business users and technical staff, including maintenance manuals, administrative guides and user how-to guides.
 - 7. Operating procedures
- OO. Task Order (TO) – The scope of work described in this TORFP.
- PP. TO Agreement - The contract awarded to the successful Offeror pursuant to this Task Order Request for Proposals, the form of which is attached to this TORFP as **Attachment M**.
- QQ. TO Contractor Personnel - Employees and agents and subcontractor employees and agents performing work at the direction of the TO Contractor under the terms of the Task Order awarded from this TORFP.
- RR. TO Proposal – As appropriate, either or both of an Offeror’s TO Technical or TO Financial Proposal.
- SS. Technical Safeguards – The technology and the policy and procedures for its use that protect State Data and control access to it.
- TT. Third Party Software – Software and supporting documentation that:
 - 1. are owned by a third party, not by the State, the TO Contractor, or a subcontractor,
 - 2. are included in, or necessary or helpful to the operation, maintenance, support or modification of the Solution; and

3. were specifically identified and listed as Third Party Software in the Proposal.
- UU. Total Proposal Price - The Offeror's total proposed price for services in response to this solicitation, included in the TO Financial Proposal with **Attachment B** – TO Financial Proposal Form, and used in the financial evaluation of Proposals (see TORFP **Section 5.5**).
- VV. Upgrade - A new release of any component of the Solution containing major new features, functionality and/or performance improvements.
- WW. Veteran-owned Small Business Enterprise (VSBE) – A business that is verified by the Center for Verification and Evaluation (CVE) of the United States Department of Veterans Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13.
- XX. Virtual Weigh Station (VWS) – Weigh-In-Motion systems that provide vehicle records for enforcement, traffic surveillance and/or data collection in real-time over a computer network connection to a laptop, tablet, mobile device or workstation computer.
- YY. Weigh-In-Motion (WIM) - devices are designed to capture and record the axle weights and gross vehicle weights as vehicles drive over a measurement site. Unlike static scales, WIM systems are capable of measuring vehicles traveling at a reduced or normal traffic speed and do not require the vehicle to come to a stop. This makes the weighing process more efficient, and, in the case of commercial vehicles, allows for trucks under the weight limit to bypass static scales or inspection.
- ZZ. Work Order – A subset of work authorized by the TO Manager performed under the general scope of this TORFP, which is defined in advance of TO Contractor fulfillment, and which may not require a TO Agreement modification. Except as otherwise provided, any reference to the Task Order shall be deemed to include reference to a Work Order.

Appendix 2. Offeror Information Sheet

Offeror	
Company Name	
Street Address	
City, State, Zip Code	
TO Contractor Federal Employer Identification Number (FEIN)	
TO Contractor eMM ID number	As of the date of Proposal submission, are you registered to do business with the state of Maryland?
SBE / MBE/ VSBE Certification	
SBE	Number: Expiration Date:
VSBE	Number: Expiration Date:
MBE	Number: Expiration Date: Categories to be applied to this solicitation (dual certified firms must choose only one category).
Offeror Primary Contact	
Name	
Title	
Office Telephone number (with area code)	
Cell Telephone number (with area code)	
e-mail address	
Authorized Offer Signatory	
Name	
Title	
Office Telephone number (with area code)	
Cell Telephone number (with area code)	
e-mail address	

Appendix 3. Criminal Background Check Affidavit

AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

I hereby affirm that _____ (Master Contractor) _____ has complied with Section 2.4, Security Requirements of the Department of Information Technology’s Consulting Technical Services Master Contract Number 060B2490023 (CATS+) hereto as Exhibit A.

I hereby affirm that the _____ (Master Contractor) _____ has provided State Highway Administration with a summary of the security clearance results for all of the candidates that will be working on Task Order VIRTUAL WEIGH STATION J02B9400034 and all of these candidates have successfully passed all of the background checks required under Section 2.4.3.2 of the CATS + Master Contract. Master Contractors hereby agrees to provide security clearance results for any additional candidates at least seven (7) days prior to the date the candidate commences work on this Task Order.

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

Master Contractor

Typed Name

Signature

Date

Appendix 4. Labor Classification Personnel Resume Summary

INSTRUCTIONS:

1. For each person proposed, complete one Labor Category Personnel Resume Summary to document how the proposed person meets each of the minimum requirements.
2. 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.
3. For this TORFP,
 - A. Master Contractors shall comply with all personnel requirements defined under the Master Contract RFP 060B2490023.
 - B. Master Contractors shall propose the CATS+ Labor Category that best fits each proposed resource. A Master Contractor may only propose against labor categories in the Master Contractor's CATS+ Master Contract Financial Proposal.
 - C. A Master Contractor's entire TO Technical Proposal will be deemed not susceptible for award if any of the following occurs:
 - 1) Failure to follow these instructions.
 - 2) Failure to propose a resource for each job title or labor category identified in the TORFP as a required submission.
 - 3) Failure of any proposed resource to meet minimum requirements as listed in this TORFP and in the CATS+ Master Contract.

Appendix 4A LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY

CATS+ TORFP #J02B9400034

Proposed Individual:	Master Contractor:			CATS+ Labor Category:	
Education: Insert the education description from the CATS+ RFP from Section 2.10 for the applicable labor category	Institution/Address			Degree or Certification	Dates
Generalized Experience: Insert the generalized experience description from the CATS+ RFP from Section 2.10 for the applicable labor category.	Start	End	Company/Job Title	Relevant Work Experience	
Specialized Experience: Insert the specialized experience description from the CATS+ RFP from Section 2.10 for the applicable labor category,					
TORFP Additional Requirements: Minimum qualifications and required certifications as defined in Section 1 of this TORFP. Provide dates in the format of MM/YY to MM/YY					

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

TO Contractor Representative:

Proposed Individual:

Signature

Signature

Printed Name:

Printed Name

Date

Date

Appendix 4B PERSONNEL REFERENCE

CATS+ TORFP #J02B9400034

Proposed Individual:		Master Contractor:		CATS+ Labor Category:	
Reference Information					
Reference Name:				Email:	
Contact's Title:				Phone:	
Company:					
Address:					
	<i>Street Address</i>				<i>Apt #</i>
	<i>City</i>		<i>State</i>		<i>Zip Code</i>
Reference Name:				Email:	
Contact's Title:				Phone:	
Company:					
Address:					
	<i>Street Address</i>				<i>Apt #</i>
	<i>City</i>		<i>State</i>		<i>Zip Code</i>
Reference Name:				Email:	
Contact's Title:				Phone:	
Company:					
Address:					
	<i>Street Address</i>				<i>Apt #</i>
	<i>City</i>		<i>State</i>		<i>Zip Code</i>

Appendix 5. MDOT Information Security Plan

See Separate Attachment

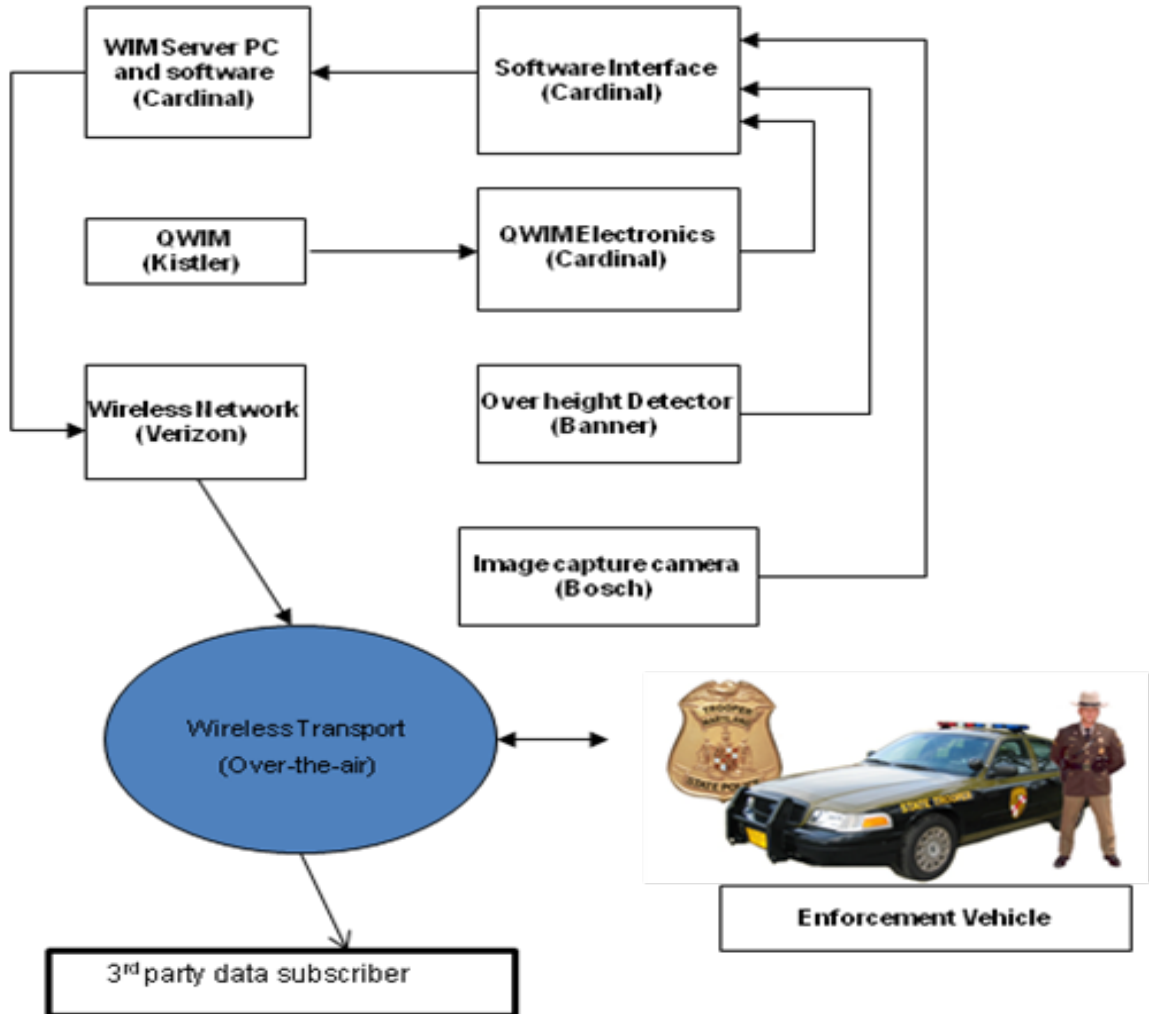
Appendix 6. Maryland Virtual Weigh Station Locations

Description	XML Station Name RITIS	Ownership	Latitude	Longitude
US-50W <i>@ MD-8 Queen Anne's County</i>	US301S	MDTA	38.983524°	-76.335887°
US-301N <i>@ Milepost 19 Charles County</i>	US301N	SHA	38.577813°	-76.962699°
MD-213S <i>@ Sassafras River Kent County</i>	MD213S	SHA	39.356981°	-75.877708°
I-95N <i>@ Caton Ave Baltimore City</i>	I95N	MDTA	39.2664459°	-76.6646925°
I-83N <i>@ Middletown Road Baltimore County</i>	I83N	SHA	39.629934°	-76.670670°
US-50E <i>@ Whitehall Rd Anne Arundel County</i>	US50E	SHA	39.022433°	-76.424606°
US-40E <i>@ Lewis Ln Harford County</i>	US40E	MDTA	39.541506	-76.110035
US-40W <i>@ Coudon Blvd Cecil County</i>	US40W	MDTA	39.573104	-76.062900
I-895N <i>@ BHT Milepost 6.3 Anne Arundel County</i>	I-895N	MDTA	39.234210	-76.619770
I-895S <i>@ BHT Fait Ave Baltimore City</i>	I-895S	MDTA	39.2835890	-76.5536140
I-95N <i>@ Milepost 91.9 Perryville Cecil County</i>	I-95N <i>@92</i>	MDTA	39.5853874	-76.0856656
I-95S <i>@ Milepost 94.2 Perryville Cecil County</i>	I-95S <i>@94</i>	MDTA	39.6030329	-76.0398695
US-13N <i>@ Tulls Corner Pocomoke Worcester County</i>	US13N	SHA	38.014250	-75.543709
I-81N <i>@ Milepost 1.8 Washington County</i>	I-81N	SHA	39.5982240	-77.8067580
I-81S <i>@ MD 58 Milepost 7.6 Washington County</i>	I-81S	SHA	39.6622068	-77.7415897
I-95S <i>@ FMT Milepost 60.4 Baltimore City</i>	I-95S FMT	MDTA	39.313814	-76.533442
MD-695 Broening Hwy <i>@ Baltimore City</i>	Broening Hwy	MDTA	39.2402351	-76.5111658
I-695S <i>@ Bear Creek Baltimore City</i>	I-695W/S	MDTA	39.2382613	-76.4870092
I-695N <i>@ Dock Road Baltimore City</i>	I-695E/N	MDTA	39.2079820	-76.5438120

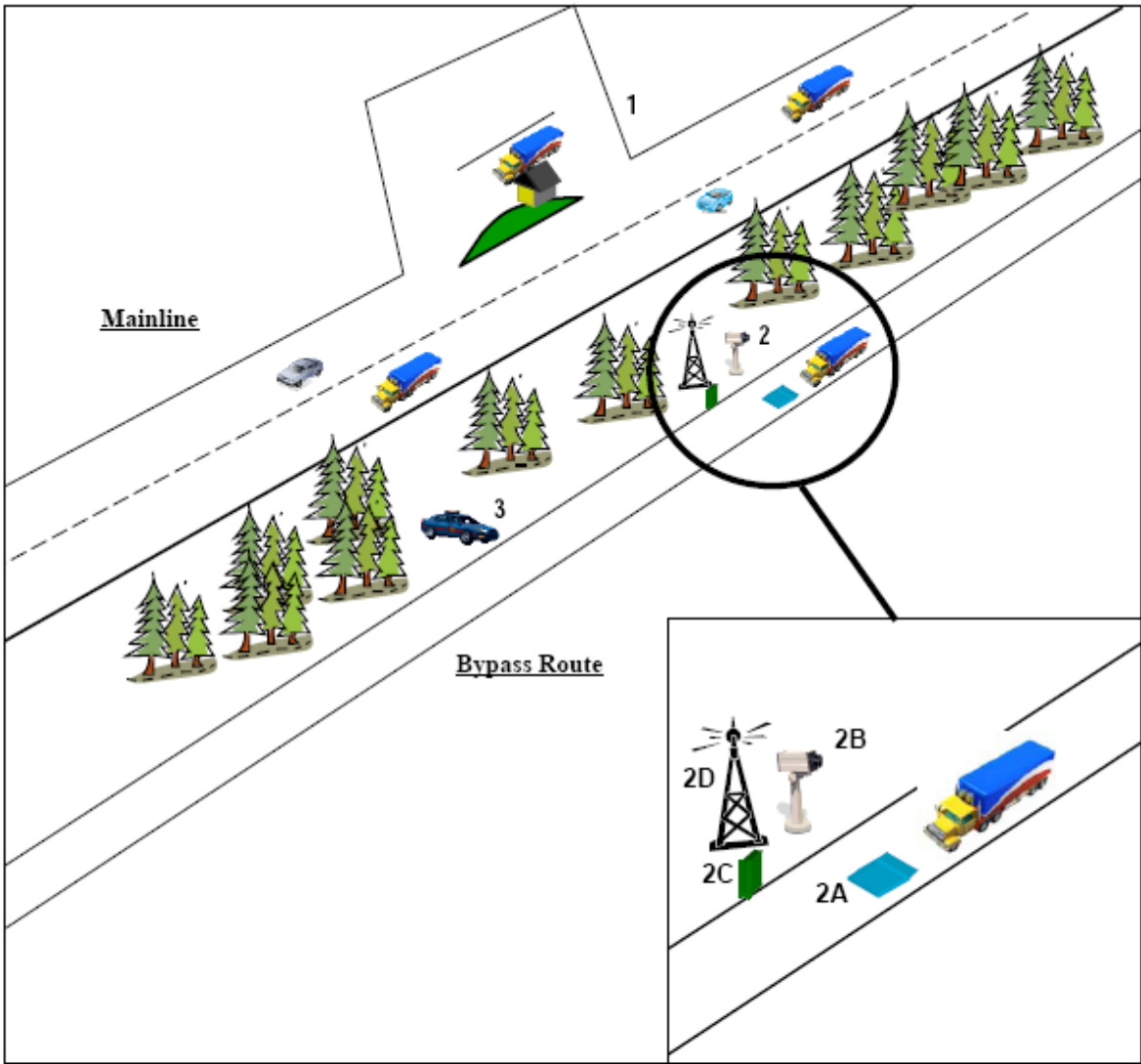
Appendix 7. RITIS Virtual Weigh Station Interface Control Document

See Separate Attachment

Appendix 8. Virtual Weigh Station High Level Diagram



Appendix 9. Virtual Weigh Station Concept of Operations



Legend

- 1. Fixed weigh station on mainline highway
- 2. Virtual weigh station deployed on bypass route
 - 2A. WIM scales
 - 2B. Camera system
 - 2C. Screening software
 - 2D. Communication system
- 3. Mobile enforcement unit deployed "downstream" from VWS