



**CONSULTING AND TECHNICAL SERVICES II (CATS II)**

**TASK ORDER REQUEST FOR PROPOSALS (TORFP)**

**OPEN TEXT LIVELINK CONTENT MANAGEMENT**

**SYSTEM AND SUPPORT SERVICES**

**CATS II TORFP #**

**J01B9200020**

**MARYLAND TRANSPORTATION AUTHORITY**

**ISSUE DATE: JANUARY 4, 2010**

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## KEY INFORMATION SUMMARY SHEET

This Consulting and Technical Services II (CATS II) Task Order Request for Proposals (TORFP) is issued to obtain the services necessary to satisfy the requirements defined in Section 2 - Scope of Work. All CATS II Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. All Master Contractors must complete and submit a Master Contractor Feedback form via the CATS II web site regardless of whether a TO Proposal is submitted or not. The form is accessible via, your CATS II Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu. In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS II RFP issued by the Maryland Department of Information Technology and subsequent Master Contract Project Number 060B9800035, including any amendments.

<b>TORFP Title:</b>	Open Text Livelink Content Management System and Support Services
<b>Functional Area:</b>	FA10 IT Management Consulting Services
<b>TORFP Issue Date:</b>	01/04/2010
<b>Closing Date and Time:</b>	01/26/2010 at 3:00 PM
<b>TORFP Issuing Agency:</b>	Maryland Transportation Authority (MdTA)
<b>Send Questions and Proposals to:</b>	Barbara Ryer <a href="mailto:bryer@mdot.state.md.us">bryer@mdot.state.md.us</a>
<b>TO Procurement Officer:</b>	Barbara Ryer Office Phone Number: 410-865-1129
<b>TO Manager:</b>	Michael Carson Office Phone Number: 410-537-5656 Office FAX Number: 410-537-1351
<b>TO Project Number:</b>	J01B9200020
<b>TO Type:</b>	Time and Material
<b>Period of Performance:</b>	NTP until May 31, 2014
<b>MBE Goal:</b>	25 percent
<b>Small Business Reserve (SBR):</b>	No
<b>Primary Place of Performance:</b>	Selected TO Contractor's Site Meetings and some work will be performed on site at the Authority.
<b>TO Pre-proposal Conference:</b>	MDOT Headquarters 7201 Corporate Center Drive – 4 <sup>th</sup> Floor Board Room Hanover,, MD 21076 01/13/2010 – 10:00 AM

	See Attachment 6 for directions.
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## SECTION 1 - ADMINISTRATIVE INFORMATION

### 1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT

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

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

### 1.2 TO AGREEMENT

Based upon an evaluation of TO Proposal responses, a Master Contractor will be selected to conduct the work defined in Section 2 - Scope of Work. A specific TO Agreement, Attachment 3, will then be entered into between the State and the selected Master Contractor, which will bind the selected Master Contractor (TO Contractor) to the contents of its TO Proposal, including the price proposal.

### 1.3 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the stated date and exact time. The time will be local time as determined by the Maryland Department of Transportation e-mail system time stamp. The TO Proposal is to be submitted via e-mail as two attachments in MS Word format. The "subject" line in the e-mail submission shall state the TORFP #J01B9200020. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS II TORFP #J01B9200020 Technical". The second file will be the financial response to this CATS II TORFP and titled, "CATS II TORFP #J01B9200020 Financial". The following proposal documents must be submitted with required signatures as .PDF files with signatures clearly visible:

- Attachment 1 – Price Proposal
- Attachment 2 - MBE Forms A and B
- Attachment 4 - Conflict of Interest and Disclosure Affidavit

### 1.4 ORAL PRESENTATIONS/INTERVIEWS

All Master Contractors and proposed staff will be required to make an oral presentation to State representatives. Significant representations made by a Master Contractor during the oral presentation shall be submitted in writing. All such representations will become part of the Master Contractor's proposal and are binding, if the Contract is awarded. The Procurement Officer will notify Master Contractor of the time and place of oral presentations.

### 1.5 MINORITY BUSINESS ENTERPRISE (MBE)

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

### 1.6 CONFLICT OF INTEREST

The TO Contractor awarded the TO Agreement shall provide IT technical and/or consulting services for State agencies or component programs with those agencies, and must do so impartially and without any conflicts of interest. Each Master Contractor shall complete and include a Conflict of Interest Affidavit in the form included as Attachment 4 this TORFP with its TO Proposal. If the TO Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of COMAR 21.05.08.08A, the TO Procurement Officer may reject a Master Contractor's TO Proposal under COMAR 21.06.02.03B.

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

### **1.7 NON-DISCLOSURE AGREEMENT**

Certain system documentation may be available for potential Offerors to review at a reading room at the Maryland Transportation Authority, 2340 Broening Highway, Baltimore, Maryland. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement (Offeror) in the form of Attachment 10. Please contact the TO Procurement Officer of this TORFP to schedule an appointment.

In addition, certain documentation may be required by the TO Contractor awarded the TO Agreement in order to fulfill the requirements of the TO Agreement. The TO Contractor, employees and agents who review such documents will be required to sign, including but not limited to, a Non-Disclosure Agreement (TO Contractor) in the form of Attachment 11.

### **1.8 LIMITATION OF LIABILITY CEILING**

Pursuant to Section 27 (C) of the CATS II Master Contract, the limitation of liability per claim under this TORFP shall not exceed the TO Agreement amount established.

### **1.9 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES**

DoIT is responsible for contract management oversight on the CATS II master contract. As part of that oversight, DoIT has implemented a process for self-reporting contract management activities of CATS II task orders (TO). This process shall typically apply to active TOs for operations and maintenance services valued at \$1 million or greater, but all CATS II TOs are subject to review.

Attachment 12 is a sample of the TO Contractor Self-Reporting Checklist. DoIT will send initial checklists out to applicable TO Contractors approximately three months after the award date for a TO. The TO Contractor shall complete and return the checklist as instructed on the checklist. Subsequently, at six month intervals from the due date on the initial checklist, the TO Contractor shall update and resend the checklist to DoIT.

## SECTION 2 - SCOPE OF WORK

### 2.1 PURPOSE

The Maryland Transportation Authority is issuing this CATS II TORFP to obtain technical and user support for its OpenText Livelink Enterprise Content Management system.

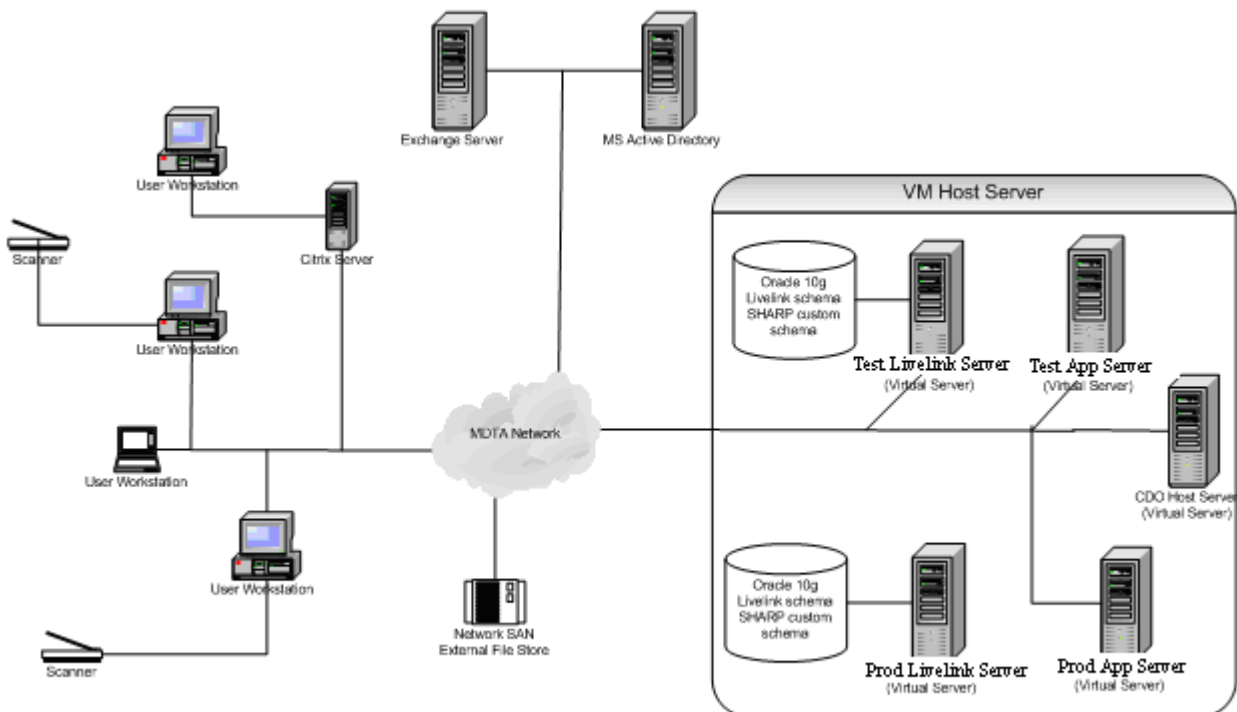
The TO Contractor shall propose the labor categories necessary to meet the needs described in this TORFP. The TO Contractor shall develop, enhance, maintain, and support our OpenText Livelink application. The TO Contractor will also support the integration of other client/server and web-based systems with OpenText Livelink, as needed.

### 2.2 PROJECT BACKGROUND

The Authority selected Open Text Livelink as its Enterprise Content Management solution in June 2006 and currently owns 225 Open Text Livelink Licenses. The Authority has successfully implemented Livelink for the Division of Communications, Human Resources, and Finance departments.

### 2.3 TECHNICAL INFRASTRUCTURE

The diagram below provides an overview of the Authority's current Open Text Livelink Platform. In an effort to protect the Authority's current investment all future Livelink solutions should reside within the constraints of the Authority's current Open Text Livelink Platform.





## **VM Host Servers Information**

<b>Make</b>	HP
<b>Model</b>	HP BL45P
<b>Processor</b>	4 Dual-Core AMD Opteron 2.6 GHz
<b>Memory</b>	16 GB

## **Livelihood Workstations' Configuration**

The Livelihood/ECS workstation configuration is as follows:

1. Microsoft Windows XP
2. Microsoft Internet Explorer 6.0
3. Microsoft Office 2003 (current); Office 2007 (future)
4. Microsoft Outlook 2003
5. Java 2 SDK 1.4.x or higher (Java Virtual Machine)

## **Livelihood Server Configuration**

<b>Livelihood Server</b>
Windows 2003 SP1
Oracle 10G client
IIS 6.0
2 CPU
4 GB RAM
C: Drive - OS - 6 GB
D: Drive - Applications - 4GB
Data drive Mapped to SAN - 30 GB

Livelihood COTS configuration information:

1. Windows 2003 Server
2. Internet Information Server (IIS) version 6.0
3. Livelihood Version 9.5.0 SP1 base software version.
4. Installed LL modules
  - a. Livelihood Recycle Bin 4.0.1
  - b. Livelihood Directory Services 2.3.1

- c. Livelink Multi File Output 3.0.2
  - d. Livelink Explorer Professional 4.7.0
  - e. Livelink Records Management 3.6.0
  - f. Livelink Forms 9.5.0
  - g. Livelink Filter Pack 1.0.2
  - h. Livelink Classifications 3.6.0
  - i. Html Map 1.0.1 module
5. Java 2 SDK 1.4.x

**Application Server Configuration**

Application Server
Windows 2003 SP1
IIS 6.0
1 CPU
2 GB RAM
C: Drive - OS - 6 GB
D: Drive - Applications - 4GB

**Database Server Configuration**

The Oracle 10g database is located on a separate physical server from the Livelink and SHARP applications. The Oracle 10g license is procured as a 2-processor license.

Database Server
Windows 2003 SP1
Oracle 10G Enterprise
2 CPU
4GB RAM
C: Drive - OS - 6 GB
D: Drive - Applications - 8GB
E -Data drive Mapped to SAN - 6 GB

## **2.4 DELIVERABLES**

### **2.4.1 DELIVERABLE SUBMISSION PROCESS**

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

Drafts of all final deliverables are required at least two weeks in advance of when all final deliverables are due. Written deliverables defined as draft documents must demonstrate due diligence in meeting the scope and requirements of the associated final written deliverable. A draft written deliverable may contain limited structural errors such as poor grammar, misspellings or incorrect punctuation, but must:

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

Upon completion of a deliverable, the TO Contractor shall document each deliverable in final form to the TO Manager for acceptance. The TO Contractor shall memorialize such delivery in an Agency Receipt of Deliverable Form (Attachment 8). The TO Manager shall countersign the Agency Receipt of Deliverable Form indicating receipt of the contents described therein.

Upon receipt of a final deliverable, the TO Manager shall commence a review of the deliverable as required to validate the completeness and quality in meeting requirements. Upon completion of validation, the TO Manager shall issue to the TO Contractor notice of acceptance or rejection of the deliverables in an Agency Acceptance of Deliverable Form (Attachment 9). In the event of rejection, the TO Contractor shall correct the identified deficiencies or non-conformities. Subsequent project tasks may not continue until deficiencies with a deliverable are rectified and accepted by the TO Manager or the TO Manager has specifically issued, in writing, a waiver for conditional continuance of project tasks. Once the State's issues have been addressed and resolutions are accepted by the TO Manager, the TO Contractor will incorporate the resolutions into the deliverable and resubmit the deliverable for acceptance. Accepted deliverables shall be invoiced within 30 days in the applicable invoice format (Reference 2.6 Invoicing).

A written deliverable defined as a final document must satisfy the scope and requirements of this TORFP for that deliverable. Final written deliverables shall not contain structural errors such as poor grammar, misspellings or incorrect punctuation, and must:

- A) Be presented in a format appropriate for the subject matter and depth of discussion.
- B) Be organized in a manner that presents a logical flow of the deliverable's content.
- C) Represent factual information reasonably expected to have been known at the time of submittal.
- D) Present information that is relevant to the Section of the deliverable being discussed.

The State required deliverables are defined below. Within each task, the TO Contractor may suggest other subtasks or deliverables to improve the quality and success of Open Text Livelink Content Management System projects or support services.

## 2.4.2 DELIVERABLE DESCRIPTIONS / ACCEPTANCE CRITERIA

<b>I. For Implementation of Any New Solutions (Projects)</b>		
<b>ID #</b>	<b>Deliverable Description</b>	<b>Acceptance Criteria</b>
2.4.2.1	<p><b><i>Project Management Services</i></b></p> <ul style="list-style-type: none"> <li>• Updated Monthly Schedule Submissions</li> <li>• Kickoff Meeting</li> <li>• Monthly Status Reports</li> </ul>	See section 2.4.1
2.4.2.2	<p><b><i>System Requirements</i></b> (e.g. workflows &amp; business processes)</p> <ul style="list-style-type: none"> <li>• Business Requirement Session(s)</li> <li>• Draft Requirements Document</li> <li>• Final Requirements Document</li> </ul>	See section 2.4.1
2.4.2.3	<p><b><i>System Design</i></b> (e.g. system personalization/customization)</p> <ul style="list-style-type: none"> <li>• System Design Session(s)</li> <li>• Draft System Design Document</li> <li>• Final System Design Document</li> </ul>	See section 2.4.1
2.4.2.4	<p><b><i>System Integration &amp; Testing</i></b></p> <ul style="list-style-type: none"> <li>• Draft User Acceptance Test Plan</li> <li>• Final User Acceptance Test Plan</li> <li>• Test System Deployment</li> <li>• User Acceptance Testing Session(s)</li> <li>• User Acceptance Testing Report</li> <li>• Installation Procedures, Configurations, Scripts, and any other Documentation needed to support the Authority's Configuration Change Request Process</li> <li>• Implementation Plan</li> </ul>	See section 2.4.1
2.4.2.5	<p><b><i>System Implementation</i></b></p> <ul style="list-style-type: none"> <li>• Production System Deployment</li> <li>• Source Code</li> </ul>	
2.4.2.6	<p><b><i>Training</i></b></p> <ul style="list-style-type: none"> <li>• Draft Training Plan</li> <li>• Final Training Plan</li> <li>• Draft End User Training Manual</li> </ul>	See section 2.4.1

	<ul style="list-style-type: none"> <li>• Final End User Training Manual</li> <li>• Draft System Administrator Training Manual</li> <li>• Final System Administrator Training Manual</li> <li>• Training Delivery</li> </ul>	
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<b>II. Open Text Livelink System Support Services</b>		
<b>ID</b>	<b>Deliverable Description</b>	<b>Acceptance Criteria</b>
2.4.2.7	<i>System Support Services</i> <ul style="list-style-type: none"> <li>• System Support Agreement</li> <li>• Status Reports</li> <li>• System Documentation</li> <li>• Source Code</li> </ul>	See section 2.4.1
2.4.2.8	<i>Software</i> <ul style="list-style-type: none"> <li>• Purchase Open Text Livelink Licenses as needed</li> <li>• Renew Open Text Livelink annual maintenance and support services agreement</li> </ul>	

**Note: The TO Contractor must provide office workspace and equipment to the personnel performing services under this TORFP. No office workspace or Authority-owned computer workstations will be provided to the selected TO Contractor’s personnel. The TO Contractor is expected to have a development environment and test environment at their site.**

**2.5 SYSTEM DOCUMENTATION**

As a matter of normal work process the TO Contractor and staff shall be required to produce and deliver to the TO Manager detailed documentation of any changes, improvements, enhancements, and customization to Livelink that may be performed or managed by the TO Contractor.

Such documentation shall be in Microsoft Word format and include all information necessary to meet industry standard best practices for systems documentation. This documentation shall be delivered to the TO Manager, in the prescribed format, within two calendar weeks of the completion of any changes, improvements, enhancements and customization.

**2.6 REPORTS AND MEETINGS**

The TO Contractor shall submit a monthly Project Status Report to the TO Manager by the 5<sup>th</sup> of each month. The TO Contractor and the TO Manager shall conduct a monthly progress meeting either in person or via conference call to discuss the Project Status Report, Invoices, and other necessary issues. See Attachment 13 for a sample of the monthly Project Status Report.

**2.7 NON-PERFORMANCE OF PERSONNEL**

In the event that MdTA is dissatisfied with the TO Contractor’s personnel for not performing to the standards specified in this TORFP, the TO Contractor personnel may be removed at the TO Manager’s discretion.

Replacement personnel must be approved by the TO Manager and have qualifications equal to or greater than that of the non-performing person initially proposed and evaluated and accepted in the TO Agreement. The TO Manager will determine the amount of time the TO Contractor has to provide a replacement.

## **2.8 SUBSTITUTION OF PERSONNEL**

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

## **2.9 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. The TO Contractor shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards and guidelines affecting project execution. The following policies, guidelines and methodologies can be found at <http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx> under "Policies and Guidance." These may include, but are not limited to:

- The State's System Development Life Cycle (SDLC) methodology
- The State Information Technology Security Policy and Standards
- The State Information Technology Project Oversight
- The State of Maryland Enterprise Architecture
- The TO Contractor shall follow the project management methodologies that are consistent with the Project Management Institute's Project Management Body of Knowledge Guide. TO Contractor's staff and sub Contractors are to follow a consistent methodology for all TO activities.

## **2.10 TO CONTRACTOR EXPERTISE REQUIRED**

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

## **2.11 CONTRACTOR MINIMUM QUALIFICATIONS**

The TO Contractor or subcontractor must be a member of the Open Text Partner Program. Preference will be given to TO Contractor or subcontractor that is at the Platinum, Premier, or Select participation level. The TO Contractor or subcontractor must be able to provide the following services for the Authority's Open Text Livelink Content Management System and proposed individual's resumes must demonstrate at least two (2) years of experience with OpenText Livelink in one of the following service areas:

- Project Management
- System Requirements (e.g. workflows & business processes)
- System Design (e.g. system personalization/customization)
- System Integration & Testing
- System Implementation
- Training
- System Support

Also, individuals proposed for this TORFP must have excellent verbal and written communication skills and organizational skills.

## **2.12 TASKS TO BE COMPLETED BY TO CONTRACTOR PERSONNEL**

### **I. Implementation of New Solutions**

For any new project implementations, the TO contractor personnel will be expected to follow project management best practices including:

#### **A. Project Management**

The TO Contractor shall develop a detailed project schedule using Microsoft Project that lays out the project deliverables, milestones, tasks, individuals responsible, hours, labor rates, and projected completion dates. Also, the project schedule must clearly identify all tasks that will require Authority resources and the estimated level of effort in hours.

Once the Authority's Project Manager approves the project schedule, it will become the baseline to gauge schedule variance and TO Contractor performance for all project activities.

The TO Contractor shall facilitate a Project Kickoff Meeting to include the project teams from both parties and the project's Executive Sponsor. At a minimum the project kickoff meeting should cover these key areas:

- Purpose of the project
- Project approach and timeline of the project
- Goals and deliverables
- Roles and responsibilities
- Critical success factors

Once a month the TO Contractor must submit a monthly project status report (see Attachment 10) and an updated Microsoft Project schedule to the Authority Project Manager.

#### **B. System Requirements (e.g. business processes & workflows)**

The TO Contractor shall work with the Authority's Project Manager to schedule Business Requirement Sessions. The TO Contractor will conduct the Business Requirement Sessions. The purpose of these sessions is to meet with the Authority's Subject Matter Experts (SMEs) to help fully understand and document the current business processes and the proposed Open Text Livelink solution requirements.

The requirements gathered in the detailed business requirement sessions will be used to produce the draft and final Business Requirements Document.

#### **C. System Design (e.g. system personalization/customization)**

The TO Contractor shall work with the Authority's Project Manager to schedule System Design Sessions. The TO Contractor will conduct the System Design Sessions. Information gathered during the System Design Sessions will be used to produce the draft and final System Design Document. The System Design Document must accommodate the functionality and features specified in the Business Requirements Document.

#### **D. System Integration & Testing**

The TO Contractor shall submit a draft and final User Acceptance Testing (UAT) Plan to the Authority for review and approval. At a minimum the UAT Plan shall include testing procedures and test scripts. The UAT testing procedures and scripts will be used during UAT sessions. Once the TO Contractor has developed a Livelink System that's ready for testing the TO Contractor will deploy the system into the MdTA test environment and conduct UAT sessions. If the Authority cannot provide a facility for User Acceptance Testing then the TO contractor must be able to provide a facility for User Acceptance Testing.

Any setup or installation work to be performed in the Authority's environment requires the submission and approval of a Configuration Change Request (CCR) by the MDOT Configuration Control Board (CCB). Therefore, the TO Contractor must provide the Authority with the installation procedures, documentation, scripts, etc. that will be used for such work at least three weeks prior to the start date for this work. This will allow time for the CCR

approval process to complete. This includes work such as server software installations, database setup & configurations, and client installations.

The TO Contractor shall meet with the Authority's IT Staff to discuss the implementation plan for installing Livelink into the Authority's test and production environments. After this meeting the TO Contractor shall develop an Implementation Plan that describes in detail the strategy for implementing Open Text Livelink into the Authority's test and production environments. At a minimum the Implementation Plan should provide the following information:

- An overview of the system;
- A technical architecture network diagram that shows the high level IT infrastructure
- A brief description of the major tasks involved in implementation;
- Identification of IT MdTA resources needed for Livelink Test and Production deployment
- The estimated amount of time (in days) required to setup the test and production environments

After UAT sessions are completed the TO Contractor shall submit a UAT Report to the Authority Project Manager. The UAT Report will outline system bugs, system defects, system deficiencies, and potential enhancements identified during UAT sessions. The TO Contractor will work with the Authority project manager to insure that all system bugs and deficiencies are resolved before the newly developed system is deployed into the MdTA production environment.

#### **E. System Implementation**

The TO Contractor shall deploy the system into the Authority's production environment and verify that the system is functioning properly. The Authority Project Manager will sign-off on delivery of the system upon the completion of 30 days of satisfactory system performance in the production environment.

#### **F. Training**

The TO Contractor shall submit a draft and final Training Plan that outlines the specific learning objectives for the different groups of end users and administrators. Also, the Training Plan will establish the types of training to be conducted, the number of classes, and the proposed training schedule.

The TO Contractor shall submit a draft and final End User Training Manual and System Administrator Training Manual to the Authority Project Manager for approval. After approval by the Authority Project Manager the TO Contractor must provide hard copy End User Training Manuals and System Administrator Manuals for ALL students that attend training.

The End User Manual will be the primary reference guide for end users, therefore, it must be an easy to follow guide with screenshots and hints that helps users to quickly learn the new system. The system administrator's manual must clearly and accurately document system maintenance procedures, how to add and remove users, and how to support and troubleshoot the most common system problems.

The TO Contractor shall work with the Authority project manager to schedule classroom training for end users and system administrators. If the Authority cannot provide a facility for end users classroom training then the TO contractor must be able to provide a facility for end users classroom training. System administrators training can be conducted as one-on-one training sessions.

## **II. Open Text Livelink System Support Services**

The TO Contractor must be capable of providing Open Text Livelink support for current systems as well as any new systems implemented under this TORFP. The average number of calls per month for Livelink is between 5 to 10 calls. This number could vary depending upon whether a new module is installed or if an enhancement is made to the system.

#### **A. System Support Services**

The TO Contractor shall work with the TO Manager in developing a System Support Agreement that describes how Open Text Livelink system support will be conducted and the services that will be provided. At a minimum the System Support Agreement should cover the following items:

- Call Center procedures



- Hours of service
- Ticket severity levels
- Ticket response and resolution times
- List of system support services
  - ▶ Customer support – on site and/or remote site support on an as-needed basis
  - ▶ Enhancements
  - ▶ System upgrades
  - ▶ Bug Fixes
  - ▶ System Administration
  - ▶ System Configuration
  - ▶ System Documentation, including all modifications or changes that may be performed by the TO Contractor with sufficient detail and methodology to meet industry best practice standards
  - ▶ System Integration Support
  - ▶ Problem analysis, investigation, resolution, and tracking
  - ▶ Status reports
  - ▶ User Training
  - ▶ Review and analysis of source code CDs for customized Livelink business applications
- Any other information that the TO Manager and TO Contractor deem necessary to include in the System Support Agreement

#### **B. Software**

- Purchase Open Text Livelink Licenses as needed
- Renew Open Text Livelink annual maintenance and support services agreement

### **2.13 INVOICING**

Payment will only be made upon completion and acceptance of the deliverables defined in Section 2.5.

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS II Master Contract. Invoices for payment shall contain the TO Contractor's Federal Tax Identification Number, as well as the information described below, and must be submitted to the TO Manager for payment approval. Payment of invoices will be withheld if a signed Acceptance of Deliverable form – Attachment 9, is not submitted.

The TO Contractor shall submit invoices for payment upon acceptance of separately priced deliverables, on or before the 15<sup>th</sup> day of the month following receipt of the approved notice(s) of acceptance from the TO Manager. A copy of the notice(s) of acceptance shall accompany all invoices submitted for payment.

#### **2.13.1 INVOICE SUBMISSION PROCEDURE**

This procedure consists of the following requirements and steps:

- A) The invoice shall identify the Maryland Transportation Authority as the TO Requesting Agency, deliverable description, associated TO Agreement number, date of invoice, period of performance covered by the invoice, and a TO Contractor point of contact with telephone number.
- B) The TO Contractor shall send the original of each invoice and supporting documentation (itemized billing reference for employees and any subcontractor and signed Acceptance of Deliverable form – Attachment 9, for each deliverable being invoiced) submitted for payment to the to Maryland

Transportation Authority at the following address:

**Hard Copy**

Michael Carson  
Maryland Transportation Authority  
Division of Information Technology  
2400 Broening Highway, Suite 117  
Baltimore, MD 21224

**Soft Copy**

[mcarson2@mdta.state.md.us](mailto:mcarson2@mdta.state.md.us)

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

**2.14 CHANGE ORDERS**

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

**2.15 SECURITY AND CONFIDENTIALITY**

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

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

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

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

**2.15.1 CRIMINAL BACKGROUND CHECK**

The Offeror shall obtain a CJIS State and Federal criminal background check, including fingerprinting, for each employee performing services under the Contract. This background check may be performed by a public or private entity. A successful CJIS State criminal background check shall be completed prior to any Offeror employee providing services. The Authority reserves the right to refuse to allow any Offeror’s employee to work on State premises, based upon certain specified criminal convictions.

The CJIS criminal record check of each employee who will work on Authority premises shall be reviewed by the Offeror for convictions of any of the following crimes described in the Annotated Code of Maryland, Criminal Law Article:

- A) §§ 6-101 through 6-104, 6-201 through 6-205, 6-409 (various crimes against property);
- B) any crime within Title 7, Subtitle 1 (various crimes involving theft);
- C) §§ 7-301 through 7-303, 7-313 through 7-317 (various crimes involving telecommunications and electronics);
- D) §§ 8-201 through 8-302, 8-501 through 8-523 (various crimes involving fraud);
- E) §§9-101 through 9-417, 9-601 through 9-604, 9-701 through 9-706.1 (various crimes against public administration); or
- F) a crime of violence as defined in CL § 14-101(a).

An employee of the Offeror who has been convicted of a felony or of a crime involving telecommunications and electronics from the above list of crimes shall not be permitted to work on State premises pursuant to this Contract; an employee of the Offeror who has been convicted with the past five (5) years of a misdemeanor from the above list of crimes shall not be permitted to work on State premises.

Each Agency may impose more restrictive conditions regarding the nature of prior criminal convictions that would result in an employee of Offeror not being permitted to work on that Agency's premises. Upon receipt of an Agency's more restrictive conditions regarding criminal convictions, the Offeror shall provide an updated certification to that Agency regarding the personnel working at or assigned to that Agency's premises. The Authority PM will approve in writing any Offeror personnel assigned to work on this project before the performance of work. All Offeror personnel shall be monitored throughout the life cycle of this project and shall consent to such monitoring. Detection of any unlawful conduct will be referred to Law Enforcement Officials.

## **2.16 MBE PARTICIPATION REPORTS**

Monthly reporting of MBE participation is required in accordance with the terms and conditions of the CATS II Master Contract by the 15<sup>th</sup> day of each month. The TO Contractor shall provide a completed MBE Participation form (Attachment 2, Form D-5) to Maryland Transportation Authority at the same time the invoice copy is sent. The TO Contractor shall ensure that each MBE Subcontractor provides a completed MBE Participation Form (Attachment 2, Form D-6). Subcontractor reporting shall be sent directly from the subcontractor to Maryland Transportation Authority. Maryland Transportation Authority will monitor both the TO Contractor's efforts to achieve the MBE participation goal and compliance with reporting requirements. The TO Contractor shall email all completed forms, copies of invoices and checks paid to the MBE directly to the TO Procurement Officer and TO Manager.

## **SECTION 3 - TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS**

### **3.1 REQUIRED RESPONSE**

Each Master Contractor receiving this CATS II TORFP must respond within the submission time designated in the Key Information Summary Sheet. Each Master Contractor is required to submit one of two possible responses: 1) a proposal, or 2) a Master Contractor Feedback Form. 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 II Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu.

### **3.2 FORMAT**

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

#### **3.2.1 TECHNICAL PROPOSAL**

##### **A) Proposed Services**

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

##### **B) Proposed Personnel**

- 1) Identify and provide resumes for all proposed personnel by labor category. The resume should feature prominently the proposed personnel's skills and experience as they relate to the Master Contractor's proposed solution and Section 2 - Scope of Work.
- 2) Certification that all proposed personnel meet the minimum required qualifications and possess the required certifications in accordance to Section 2.11- Contractor Minimum Qualifications.
- 3) Provide the names and titles of the Master Contractor's management staff who will supervise the personnel and quality of services rendered under this TO Agreement.
- 4) Complete and provide, at the interview, Attachment 5 – Labor Classification Personnel Resume Summary.

##### **C) MBE Participation**

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

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

- 1) Identify all proposed subcontractors, including MBEs, and their names and roles in the performance of Section 2 - Scope of Work.

##### **E) Master Contractor and Subcontractor Experience and Capabilities**

- 1) Provide up to three examples of projects or contracts the Master Contractor has completed that were similar to Section 2 - Scope of Work. Each example must include contact information for the client organization complete with the following:
  - a) Name of organization.
  - b) Point of contact name, title, and telephone number
  - c) Services provided as they relate to Section 2 - Scope of Work.

- d) Start and end dates for each example project or contract. 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:
  - a) Name of organization.
  - b) Point of contact name, title, and telephone number
  - c) Services provided as they relate to Section 2 - Scope of Work.
  - d) Start and end dates for each example project or contract. If the Master Contractor is no longer providing the services, explain why not.
  - e) Dollar value of the contract.
  - f) Whether the contract was terminated before the original expiration date.
  - g) Whether any renewal options were not exercised.

Note - State of Maryland experience can be included as part of Section E2 above as project or contract experience. State of Maryland experience is neither required nor given more weight in proposal evaluations.

F) Proposed Facility

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

G) State Assistance

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

H) Confidentiality

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

### **3.2.2 FINANCIAL RESPONSE**

- A) A description of any assumptions on which the Master Contractor's Financial Proposal is based (Assumptions shall not constitute conditions, contingencies, or exceptions to the price proposal);
- B) Attachment 1 and / or 1A - Completed Financial Proposal, including:

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

## **SECTION 4 – TASK ORDER AWARD PROCESS**

### **4.1 OVERVIEW**

The TO Contractor will be selected from among all eligible Master Contractors within the appropriate functional area responding to the CATS II TORFP. In making the TO Agreement award determination, the Maryland Transportation Authority will consider all information submitted in accordance with Section 3. The most advantageous TO proposal offer considering technical and financial submission will be selected for the work assignment. In making this selection, technical merit has greater weight than price.

### **4.2 TECHNICAL PROPOSAL EVALUATION CRITERIA**

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

- Experience of the TO Contractor’s proposed personnel performing the duties and responsibilities required in Section 2.12 Tasks to be Completed by TO Contractor Personnel.
- The TO Contractor’s understanding of the work to be accomplished
- Past performance on similar projects
- Open Text Partner Program Participation Level
- Satisfactory references

### **4.3 SELECTION PROCEDURES**

- A) Proposed personnel will be assessed for compliance with the minimum qualifications in Section 2.11 Contractor Minimum Qualifications. Master Contractor’s proposed personnel who fail to meet the minimum qualifications will be disqualified and their proposals eliminated from further consideration.
- B) TO Proposals deemed technically qualified will have their financial proposal considered. All others will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.
- C) The State will require interviews with all qualified personnel proposed by each of the qualified Master Contractors. The number of days for interviews will be dependent upon the number of proposals received. The State will notify all Master Contractors by email of specific dates and contact information for scheduling. Master Contractors must ensure that proposed personnel will be available for the interview in order for their technical proposals to be considered for award.
- D) Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.
- E) The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment. In making this selection, technical merit has greater weight than price.

### **4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT**

Commencement of work in response to a TO Agreement shall be initiated only upon issuance of a fully executed TO Agreement, a Non-Disclosure Agreement (To Contractor), a Purchase Order, and by a Notice to Proceed authorized by the TO Procurement Officer. See Attachment 7 - Notice to Proceed (sample).

# ATTACHMENT 1 – PRICE PROPOSAL (TIME AND MATERIALS)

## FOR OPEN TEXT LIVELINK TECHNICAL SUPPORT SERVICES CATS II TORFP J01B9200020

### Labor Categories

	A	B	C
Labor Categories	<b>Total Class Hours</b> <i>(For Evaluation Purposes Only)</i>  <b>The State does not guarantee the use of all estimated hours proposed.</b>	<b>Fully Loaded Hourly Labor Rate</b>	<b>Total Proposed CATS TORFP Price</b>
<b>(Insert names of proposed resource &amp; labor category for support)</b>			
Year 1			
Resource # 1	2080	\$	\$
Resource # 2	2080	\$	\$
Etc.....		\$	\$
<b>Total Cost for Year 1</b>		<b>\$</b>	<b>\$</b>
Year 2			
Resource # 1	2080	\$	\$
Resource # 2	2080	\$	\$
Etc.....		\$	\$
<b>Total Cost for Year 2</b>		<b>\$</b>	<b>\$</b>
Year 3			
Resource # 1	2080	\$	\$
Resource # 2	2080	\$	\$
Etc.....		\$	\$
<b>Total Cost for Year 3</b>		<b>\$</b>	<b>\$</b>
Year 4			
Resource # 1	2080	\$	\$
Resource # 2	2080	\$	\$
Etc.....		\$	\$
<b>Total Cost for Year 4</b>		<b>\$</b>	<b>\$</b>
Year 5			

Resource # 1	2080	\$	\$
Resource # 2	2080	\$	\$
Etc.....		\$	\$
<b>Total Cost for Year 5</b>		\$	\$
<b>Total Five (5) Year Cost</b>		\$	\$

---

Authorized Individual Name

---

Company Name

---

Title

---

Company Tax ID #

The Hourly Labor Rate is the actual rate the State will pay for services and must be recorded in dollars and cents. The Hourly Labor Rate cannot exceed the Master Contract Rate, but may be lower.

SUBMIT AS A .PDF FILE WITH THE FINANCIAL RESPONSE

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**ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS  
TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING  
REQUIREMENTS**

**CATS II TORFP J01B9200020**



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

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

## ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

### FORM D – 1

#### CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT

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

In conjunction with the offer submitted in response to TORFP No. J01B9200020 I affirm the following:

1. I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of 25 percent and, if specified in the TORFP, sub-goals of 0 percent for MBEs classified as African American-owned and 0 percent for MBEs classified as women-owned. I have made a good faith effort to achieve this goal.

OR

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

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

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

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

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

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

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

\_\_\_\_\_  
Address

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Date

SUBMIT AS A .PDF FILE WITH TO RESPONSE

# ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

## FORM D – 2

### MINORITY BUSINESS ENTERPRISE PARTICIPATION SCHEDULE

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

TO Prime Contractor (Firm Name, Address, Phone)	Task Order Description
Task Order Agreement Number J01B9200020	
<b>List Information For Each Certified MBE Subcontractor On This Project</b>	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	

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

### SUMMARY

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

Document Prepared By: (please print or type)

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

SUBMIT AS A .PDF FILE WITH TO RESPONSE

# ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

## FORM D – 2

### MINORITY BUSINESS ENTERPRISE PARTICIPATION SCHEDULE (CONTINUED)

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

SUBMIT AS A .PDF FILE WITH TO RESPONSE

# ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

## FORM D – 3

### OUTREACH EFFORTS COMPLIANCE STATEMENT

In conjunction with the bid or offer submitted in response to TORFP J01B9200020, I state the following:

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

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

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

**ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS**

**FORM D – 4**

**SUBCONTRACTOR PROJECT PARTICIPATION STATEMENT**

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

Provided that \_\_\_\_\_ is awarded the TO Agreement in  
(Prime TO Contractor Name)  
conjunction with TORFP No. J01B9200020 it and \_\_\_\_\_,  
(Subcontractor Name)

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

(Describe work to be performed by MBE):

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

By:

By:

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

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

# ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

## FORM D – 5

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

Report #: _____ Reporting Period (Month/Year): _____ <b>Report is due by the 15<sup>th</sup> of the following month.</b>	CATS II TORFP #J01B9200020 Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____
--	--

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

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

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

(TO MANAGER OF APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS)	(TO PROCUREMENT OFFICER OR APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS)
--	--

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

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS



# ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

## FORM D – 6

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

Report #: _____  Reporting Period (Month/Year): __/_____  <b>Report Due By the 15<sup>th</sup> of the following Month.</b>	CATS II TORFP #J01B9200020 Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____	
MBE Subcontractor Name: _____		
MDOT Certification #: _____		
Contact Person: _____		
Address: _____		
City: _____	State: _____	ZIP: _____
Phone: _____	FAX: _____	
Subcontractor Services Provided: _____		
<b>List all payments received from Prime TO Contractor during reporting period indicated above.</b>  1. _____  2. _____  3. _____  <b>Total Dollars Paid: \$</b> _____	<b>List dates and amounts of any unpaid invoices over 30 days old.</b>  1. _____  2. _____  3. _____  <b>Total Dollars Unpaid: \$</b> _____	
Prime TO Contractor: _____		Contact Person: _____

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

(TO MANAGER OF APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS)	(TO PROCUREMENT OFFICER OR APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS)
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Signature: \_\_\_\_\_ Date: \_\_\_\_\_

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

## ATTACHMENT 3 – TASK ORDER AGREEMENT

### CATS II TORFPJ01B9200020 OF MASTER CONTRACT #060B9800035

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

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

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
  - a. “Agency” means the Maryland Transportation Authority, as identified in the CATS II TORFP J01B9200020.
  - b. “CATS II TORFP” means the Task Order Request for Proposals J01B9200020, dated MONTH DAY, YEAR, including any addenda.
  - c. “Master Contract” means the CATS II Master Contract between the Maryland Department of Information Technology and TO Contractor dated xxx 2009.
  - d. “TO Procurement Officer” means TO Procurement Officer. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
  - e. “TO Agreement” means this signed TO Agreement between Maryland Transportation Authority and TO Contractor.
  - f. “TO Contractor” means the CATS II Master Contractor awarded this TO Agreement, whose principal business address is \_\_\_\_\_ and whose principal office in Maryland is \_\_\_\_\_.
  - g. “TO Manager” means TO Manager of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
  - h. “TO Proposal - Technical” means the TO Contractor’s technical response to the CATS II TORFP dated date of TO Proposal – Technical.
  - i. “TO Proposal – Financial” means the TO Contractor’s financial response to the CATS II TORFP dated date of TO Proposal - Financial.
  - j. “TO Proposal” collectively refers to the TO Proposal – Technical and TO Proposal – Financial.
2. Scope of Work
  - 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supersede the Master Contract.
  - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS II TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
    - a. The TO Agreement,
    - b. Exhibit A – CATS II TORFP
    - c. Exhibit B – TO Proposal-Technical
    - d. Exhibit C – TO Proposal-Financial

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

3. Time for Performance

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS II TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of insert time for performance, commencing on the date of Notice to Proceed and terminating on Month Day, Year.

4. Consideration and Payment

4.1 The consideration to be paid the TO Contractor shall be done so in accordance with the CATS II TORFP and shall not exceed \$2,500,000.00. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.

4.2 Payments to the TO Contractor shall be made as outlined Section 2 of the CATS II TORFP, but no later than thirty (30) days after the Agency's receipt of an invoice for services provided by the TO Contractor, acceptance by the Agency of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.

4.3 Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is Federal ID number. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices must be submitted to the Agency 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.

IN WITNESS THEREOF, the parties have executed this TO Agreement as of the date hereinabove set forth.

TO Contractor Name

\_\_\_\_\_  
By: Type or Print TO Contractor POC

\_\_\_\_\_  
Date

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

STATE OF MARYLAND, Maryland Transportation Authority

\_\_\_\_\_  
By: Anna M. Lansaw, TO Procurement Officer

\_\_\_\_\_  
Date

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

## **ATTACHMENT 4 – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE**

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

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

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

(Authorized Representative and Affiant)

SUBMIT AS A .PDF FILE WITH TO RESPONSE

## **ATTACHMENT 5 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY**

### INSTRUCTIONS:

1. Master Contractors must comply with all personnel requirements under the Master Contract RFP 060B9800035.
2. Only labor categories proposed in the Master Contractors Financial Proposal may be proposed under the CATS II TORFP process.
3. For each person proposed in any of the labor categories, complete one Labor Category Personnel Resume Summary to document how the proposed person meets each of the minimum requirements. This summary is required at the time of the interview.

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

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

**ATTACHMENT 5 – LABOR CLASSIFICATION PERSONNEL RESUME  
SUMMARY (CONTINUED)**

Proposed Individual’s Name/Company:	How does the proposed individual meet each requirement?
<b>LABOR CLASSIFICATION TITLE – (INSERT LABOR CATEGORY NAME)</b>	
Education: (Insert the education description from the CATS II RFP from Section 2.12 for the applicable labor category.)	
Experience: (Insert the experience description from the CATS II RFP from Section 2.12 for the applicable labor category.)	
Duties: (Insert the duties description from the CATS II RFP from Section 2.12 for the applicable labor category.)	

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

**Contractor’s Contract Administrator:**

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

**Proposed Individual:**

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

SUBMIT WITH TECHNICAL PROPOSAL  
SIGNATURE REQUIRED AT THE TIME OF THE INTERVIEW

# **ATTACHMENT 6 – DIRECTIONS**

## **TO THE PRE-TO PROPOSAL CONFERENCE**

### **Driving Directions for MDOT Headquarters**

7201 Corporate Center Dr.  
Hanover, Md. 21076  
4<sup>th</sup> Floor Conference Room

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

#### **Baltimore:**

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

#### **Washington:**

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

#### **Annapolis:**

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



## ATTACHMENT 7 – NOTICE TO PROCEED

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS II Task Order Agreement #J01B9200020

Dear TO Contractor Contact:

This letter is your official Notice to Proceed as of Month Day, Year, for the above-referenced Task Order Agreement. Michael Carson of the Maryland Transportation Authority will serve as your contact person on this Task Order. Michael Carson can be reached at 410-537-5656 and email at mcarson2@mdta.state.md.us.

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

Sincerely,

TO Procurement Officer

Task Order Procurement Officer

Enclosures (2)

cc: Michael Carson

Procurement Liaison Office, Department of Information Technology

Project Management Office, Department of Information Technology

## ATTACHMENT 8 – AGENCY RECEIPT OF DELIVERABLE FORM

I acknowledge receipt of the following:

TORFP Title: Open Text LiveLink

TO Agreement Number: #J01B9200020

Title of Deliverable: \_\_\_\_\_

TORFP Reference Section # \_\_\_\_\_

Deliverable Reference ID # \_\_\_\_\_

Name of TO Manager: Michael Carson

\_\_\_\_\_  
TO Manager Signature

\_\_\_\_\_  
Date Signed

Name of TO Contractor's Project Manager: \_\_\_\_\_

\_\_\_\_\_  
TO Contractor's Project Manager Signature

\_\_\_\_\_  
Date Signed

SUBMIT AS REQUIRED IN SECTION 2.4 OF THE TORFP.

# ATTACHMENT 9 – AGENCY ACCEPTANCE OF DELIVERABLE FORM

Agency Name: Maryland Transportation Authority

TORFP Title: Open Text LiveLink

TO Manager: Michael Carson – 410-537-5656

**To:**

The following deliverable, as required by TO Agreement #J01B9200020, has been received and reviewed in accordance with the TORFP.

Title of deliverable: \_\_\_\_\_

TORFP Contract Reference Number: Section # \_\_\_\_\_

Deliverable Reference ID # \_\_\_\_\_

This deliverable:

Is accepted as delivered.

Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

\_\_\_\_\_  
TO Manager Signature

\_\_\_\_\_  
Date Signed

ISSUED BY THE TO MANAGER AS REQUIRED IN SECTION 2.4 OF THE TORFP.

## ATTACHMENT 10 – NON-DISCLOSURE AGREEMENT (OFFEROR)

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

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS II TORFP #J01B9200020 for Open Text LiveLink. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to \_\_\_\_\_. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information described in Section 1.7 of the TORFP, OFFEROR agrees as follows:

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

OFFEROR: \_\_\_\_\_ BY: \_\_\_\_\_  
NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

# ATTACHMENT 11 – NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

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

## RECITALS

**WHEREAS**, the TO Contractor has been awarded a Task Order Agreement (the “TO Agreement”) for Open Text LiveLink TORFP No. J01B9200020 dated **release date for TORFP**, (the “TORFP”) issued under the Consulting and Technical Services procurement issued by the Department, Project Number 060B9800035; and

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

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

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

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

**TO Contractor/TO Contractor's Personnel:**

**Maryland Transportation Authority:**

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

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

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

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

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

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

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

## ATTACHMENT 12 – TO CONTRACTOR SELF-REPORTING CHECKLIST

The purpose of this checklist is for CATS II Master Contractors to self-report on adherence to procedures for task orders (TO) awarded under the CATS II master contract. Requirements for TO management can be found in the CATS II master contract RFP and at the TORFP level. The Master Contractor is requested to complete and return this form by the **Checklist Due Date** below. Master Contractors may attach supporting documentation as needed. Please send the completed checklist and direct any related questions to [contractoversight@doit.state.md.us](mailto:contractoversight@doit.state.md.us) with the TO number in the subject line.

<b>Master Contractor:</b>	
<b>Master Contractor Contact / Phone:</b>	
<b>Procuring State Agency Name:</b>	
<b>TO Title:</b>	
<b>TO Number:</b>	
<b>TO Type (Fixed Price, T&amp;M, or Both):</b>	
<b>Checklist Issue Date:</b>	
<b>Checklist Due Date:</b>	
<b>Section 1 – Task Orders with Invoices Linked to Deliverables</b>	
<p>A) Was the original TORFP (Task Order Request for Proposals) structured to link invoice payments to distinct deliverables with specific acceptance criteria?  <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> <b>(If no, skip to Section 2.)</b></p>	
<p>B) Do TO invoices match corresponding deliverable prices shown in the accepted Financial Proposal?  <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> <b>(If no, explain why) _____</b></p>	
<p>C) Is the deliverable acceptance process being adhered to as defined in the TORFP?  <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> <b>(If no, explain why) _____</b></p>	
<b>Section 2 – Task Orders with Invoices Linked to Time, Labor Rates and Materials</b>	
<p>A) If the TO involves material costs, are material costs passed to the agency without markup by the Master Contractor?  <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> <b>(If no, explain why) _____</b></p>	
<p>B) Are labor rates the same or less than the rates proposed in the accepted Financial Proposal?  <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> <b>(If no, explain why) _____</b></p>	
<p>C) Is the Master Contractor providing timesheets or other appropriate documentation to support invoices?  <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> <b>(If no, explain why) _____</b></p>	
<b>Section 3 – Substitution of Personnel</b>	

<p>A) Has there been any substitution of personnel?  <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> <b>(If no, skip to Section 4.)</b></p>
<p>B) Did the Master Contractor request each personnel substitution in writing?  <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> <b>(If no, explain why)</b> _____</p>
<p>C) Does each accepted substitution possess equivalent or better education, experience and qualifications than incumbent personnel?  <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> <b>(If no, explain why)</b> _____</p>
<p>D) Was the substitute approved by the agency in writing?  <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> <b>(If no, explain why)</b> _____</p>
<p><b>Section 4 – MBE Participation</b></p>
<p>A) What is the MBE goal as a percentage of the TO value? <b>(If there is no MBE goal, skip to Section 5)</b>          _____          %</p>
<p>B) Are MBE reports D-5 and D-6 submitted monthly?  <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> <b>(If no, explain why)</b> _____</p>
<p>C) What is the actual MBE percentage to date? (divide the dollar amount paid to date to the MBE by the total amount paid to date on the TO)          _____          %  <b>(Example - \$3,000 was paid to date to the MBE sub-contractor; \$10,000 was paid to date on the TO; the MBE percentage is 30% (3,000 ÷ 10,000 = 0.30))</b></p>
<p>D) Is this consistent with the planned MBE percentage at this stage of the project?  <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> <b>(If no, explain why)</b> _____</p>
<p>E) Has the Master Contractor expressed difficulty with meeting the MBE goal?  <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/>    <b>(If yes, explain the circumstances and any planned corrective actions)</b>          _____</p>
<p><b>Section 5 – TO Change Management</b></p>
<p>A) Is there a written change management procedure applicable to this TO?  <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> <b>(If no, explain why)</b> _____</p>
<p>B) Does the change management procedure include the following?</p> <p><b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> Sections for change description, justification, and sign-off</p> <p><b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> Sections for impact on cost, scope, schedule, risk and quality (i.e., the impact of change on satisfying TO requirements)</p> <p><b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> A formal group charged with reviewing / approving / declining changes (e.g., change control board, steering committee, or management team)</p>
<p>C) Have any change orders been executed?  <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/>    <b>(If yes, explain expected or actual impact on TO cost, scope, schedule, risk and quality)</b>          _____</p>



D) Is the change management procedure being followed?

Yes  No  (If no, explain why) \_\_\_\_\_

**EXHIBIT A**

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

Printed Name and Address  
of Employee or Agent

Signature

Date

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## ATTACHMENT 13: MONTHLY PROJECT STATUS REPORT

MONTHLY STATUS REPORT FOR XXXX IMPLEMENTATION		
Project Start Date:	Project End Date:	
Project Sponsor:	Project Budget:	
Reporting Period:	Reported By:	
GENERAL PROJECT STATUS		
<u>Comments:</u>		
PROJECT BUDGET		
<b>ON BUDGET:</b> <input type="checkbox"/>		
<b>UNDER BUDGET:</b> <input type="checkbox"/> 5K <input type="checkbox"/> 10K <input type="checkbox"/> 15K+		
<b>OVER BUDGET:</b> <input type="checkbox"/> 5K <input type="checkbox"/> 10K <input type="checkbox"/> 15K+		
Reason for deviation if <b>OVER BUDGET</b> :		
PROJECT SCHEDULE		
<b>ON-TIME:</b> <input type="checkbox"/>		
<b>AHEAD OF SCHEDULE:</b> <input type="checkbox"/> 1 week <input type="checkbox"/> 2 weeks <input type="checkbox"/> 3+ weeks		
<b>BEHIND SCHEDULE:</b> <input type="checkbox"/> 1 week <input type="checkbox"/> 2 weeks <input type="checkbox"/> 3+ weeks		
Reason for deviation if <b>BEHIND SCHEDULE</b> :		
DELIVERABLES COMPLETED THIS REPORTING PERIOD		
<b>Deliverables</b>	<b>Project Phase</b>	<b>% Complete</b>
DELIVERABLES PLANNED FOR NEXT REPORTING PERIOD		

<b>ACCOUNTING STATUS</b>		
<b>Month</b>	<b>Amount Invoiced This Period</b>	<b>Amount Paid This Period</b>
January		
February		
March		
April		
May		
June		
July		
August		
September		
October		
November		
December		
<b>Total</b>		