



Consulting and Technical Services Plus (CATS+)

Task Order Request for Proposals (TORFP)

Combined Software Support Web/Kiosk, Accounts  
Receivable System (ARS) and Disability Permit System  
(DPS)

CATS+ TORFP #  
J00B3400075

Maryland Department of Transportation (MDOT)  
Motor Vehicle Administration (MVA)

ISSUE DATE: September 17, 2013

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## KEY INFORMATION SUMMARY SHEET

This CATS+ TORFP is issued to obtain the services necessary to satisfy the requirements defined in Section 2 - Scope of Work. All CATS+ Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. Master Contractors choosing not to submit a proposal must submit a Master Contractor Feedback form. The form is accessible via your CATS+ Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu. In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS+ RFP issued by the Maryland Department of Information Technology (DoIT) and subsequent Master Contract Project Number 060B2490023, including any amendments.

<b>TORFP Title:</b>	Combined Software Support Web/Kiosk, ARS and DPS
<b>Functional Area:</b>	Functional Area Five - Software Engineering
<b>TORFP Issue Date:</b>	9/17/2013
<b>Questions Due Date and Time:</b>	9/26/2013 at 2:00 PM Eastern Time
<b>Closing Date and Time:</b>	10/9/2013 at 2:00 PM Eastern Time
<b>TORFP Issuing Agency:</b>	Maryland Department of Transportation Motor Vehicle Administration Procurement and Contracts
<b>Send Questions and Proposals to:</b>	Yamillette C. Waite ycollett@mdot.state.md.us
<b>TO Procurement Officer:</b>	Yamillette Waite Office Phone Number: 410-865-1123 Office FAX Number: 410-865-1388
<b>TO Manager:</b>	Lee Youngblood Office Phone Number: 410-424-3757 Office FAX Number: 410-768-7256
<b>TO Project Number:</b>	J00B3400075
<b>TO Type:</b>	Time and Materials
<b>Period of Performance:</b>	Five Years <u>from Notice to Proceed</u>
<b>MBE Goal:</b>	30 %
<b>Small Business Reserve (SBR):</b>	No
<b>Primary Place of Performance:</b>	MVA Headquarters 6601 Ritchie Hwy N.E. Glen Burnie, MD 21062

# **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.

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

## **1.2 TO AGREEMENT**

Based upon an evaluation of TO Proposal responses, a Master Contractor will be selected to conduct the work defined in Section 2 - Scope of Work. A specific TO Agreement, Attachment 3, will then be entered into between the State and the selected Master Contractor (TO Contractor), which will bind the 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 date and exact time stated in the Key Information Summary Sheet above. The date and time of submission is determined by the date and time of arrival in the TO Procurement Officer's e-mail box. The TO Proposal is to be submitted via e-mail, not to exceed 8 MB, as two (2) emails with attachments in MS Word format. The first e-mail will be the TO Technical Proposal to this TORFP titled, "**CATS+ TORFP J00B3400075 Technical**". The second e-mail will be the TO Financial Proposal to this CATS+ TORFP titled, "**CATS+ TORFP J00B3400075 Financial**". The following proposal documents must be submitted with required signatures as .PDF files. Signatures must be clearly visible:

- Attachment 1 – Price Proposal
- Attachment 2 - MBE Forms A and B
- Attachment 4 - Conflict of Interest and Disclosure Affidavit
- Attachment 5 – Labor Category Personnel Resume Summary
- Attachment 9 – Non-Disclosure Agreement (Offeror)
- Attachment 12 – Living Wage Affidavit of Agreement
- Attachment 15 – Privacy Protection Policy Affidavit
- Attachment 18 - Iranian Non-Investment Certification

## **1.4 ORAL PRESENTATIONS/INTERVIEWS**

All Master Contractors and proposed staff will be required to make an oral presentation in the form of interviews 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 TO Agreement is awarded to the Master Contractor. The Procurement Officer will notify Master Contractor of the time and place of interviews.

## **1.5 TO PRE-PROPOSAL CONFERENCE**

There will be no pre-proposal conference for this TORFP.

## **1.6 MINORITY BUSINESS ENTERPRISE (MBE)**

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

## **1.7 QUESTIONS**

All questions shall be submitted via email to the TO Procurement Officer no later than the date and time indicated in the Key Information Summary Sheet. Answers applicable to all Master Contractors will be distributed to all Master Contractors who are known to have received a copy of the TORFP.

Answers can be considered final and binding only when they have been answered in writing by the State.

## **1.8 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 and Disclosure Affidavit in the form included as Attachment 4 to 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.

## **1.9 NON-DISCLOSURE AGREEMENT**

Certain system documentation may be available for potential Offerors to review at a reading room at MVA 6601 Ritchie Hwy N.E. Glen Burnie, MD 21062. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement (Offeror) in the form of Attachment 9. Please contact the TO Manager 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 10.

## **1.10 LIMITATION OF LIABILITY CEILING**

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

## **1.11 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES**

DoIT is responsible for contract management oversight on the CATS+ Master Contract. As part of that oversight, DoIT has implemented a process for self-reporting contract management activities of CATS+

TOs. This process shall typically apply to active TOs for operations and maintenance services valued at \$1 million or greater, but all CATS+ TOs are subject to review.

Attachment 11 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. As instructed on the document, the TO Contractor shall complete and return 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.

### **1.12 IRANIAN NON-INVESTMENT**

A proposal submitted by an Offeror shall be accompanied by a completed Certification Regarding Investments in Iran. A copy of this Certification is included as Attachment 18 of this TORFP.

### **1.13 LIVING WAGE**

The Master Contractor shall abide by the Living Wage requirements under Title 18, State Finance and Procurement Article, Annotated Code of Maryland and the regulations proposed by the Commissioner of Labor and Industry. Affidavit of Agreement submitted as part of the Master Contract Agreement in accordance with the CATS+ Master Contract.

A proposal submitted by an Offeror shall be accompanied by a completed Living Wage Affidavit of Agreement. See Attachment 12 for a copy of the Living Wage Affidavit Agreement.

### **1.14 CHANGE ORDERS**

If the TO Contractor is required to perform work beyond the scope of Section 2 of this TORFP, or there is a work reduction due to unforeseen scope changes, a TO Change Order will be initiated. The TO Contractor and TO Manager shall negotiate a mutually acceptable price modification based on the TO Contractor's proposed rates in the Master Contract and scope of the work change. No scope of work changes shall be performed until a change order is approved by DoIT and executed by the TO Procurement Officer.

### **1.15 TRAVEL REIMBURSEMENT**

Expenses for travel performed in completing tasks for this TORFP shall be included in the fully loaded labor rates for services performed under the resulting Task Order.

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## SECTION 2 - SCOPE OF WORK

### 2.1 PURPOSE

The MVA is issuing this TORFP to contract for application software support services for the MVA support staff for the Web/Kiosk, Accounts Receivable System (ARS), and the Disability Permit System (DPS). The TO Contract shall also include support, maintenance and enhancements of these systems and other MVA browser based VB.NET /C#.NET applications and related databases.

The selected TO Contractor shall provide a staff consisting of the following: One (1) Lead Application Support Professional, Three(3) Application Support Professionals, One (1) Database Administrator Professional, One (1) Functional Analyst/System Tester Professional, One (1) Quality Assurance Specialist, and One (1) Salesforce.com / Force.com Developer.

**The MVA intends to award this task order to a Single Master Contractor with the capability to provide a team of eight (8) resources to best satisfy the TO requirements.** Selection for award shall be based on the proposal that presents the best value to the MVA and State.

### 2.2 REQUESTING AGENCY BACKGROUND

The TORFP is issued by the MDOT, Maryland MVA, located at 6601 Ritchie Highway, Glen Burnie, MD 21062. The MVA is a transportation business unit of MDOT, and is responsible for the issuance of motor vehicle titles, tags and driver licenses. The MVA continues to transition in its approach to provide effective and efficient delivery of government services that focus on processes as well as results.

We recognize that our customers' time is valuable, so we are constantly working to apply the latest technology to replace the need for our customers to visit an MVA Office. Our goal is to provide as many options as possible to our customers to conduct the majority of transactions via an alternate service delivery method such as by mail, telephone, internet or the newest generation of user friendly self-service kiosks which have been rolled out at branch offices around the state.

The MVA continues to evolve as changes in technology and new federal and state laws have presented new challenges. However, the Maryland Motor Vehicle Administration is continuously researching best practices from around the nation and also taking a lead role in implementing innovative approaches to promote driver safety, security of information and engage in a never-ending quest to improve customer service.

### 2.3 ROLES AND RESPONSIBILITIES

- *TO Procurement Officer* – MDOT representative responsible for managing the TO solicitation, award process, change order process, and resolution of TO Agreement scope of work issues.
- *TO Manager* – is the MVA representative responsible for managing the day to day activities of the TO including the direct supervision of the on-site TO Contractor personnel. The TO Manager will also be responsible for evaluating the TO solicitation, review and approval of proposed change orders, review and approval of proposed substitution of personnel, reviewing and approving invoices and monitoring and reporting TO Contractor personnel performance.

- *TO Contractor Project Manager* – Representative of the TO Contractor who oversee their personnel assigned under this TO. This representative will be the point of contact for managing and correcting any disputes related to this TO. This representative will also be responsible for the preparation and submittal of invoices by the due date defined in this TO as well as any other correspondence relating to this TO and its activities.
- *MDOT Contract Management Office (CMO)* – The CMO is responsible for management of the contract after award.

## 2.4 PROJECT BACKGROUND

The TO Contractor’s work effort to be accomplished under this contract consists of providing application software support, maintenance and enhancements of the MVA systems that have been implemented to enhance and improve customer service for the citizens of Maryland.

## 2.5 WEB/KIOSK

The MVA has developed the third generation kiosks that are presently installed in MVA locations throughout Maryland. The current kiosk system allows customers to receive products more quickly by reducing or eliminating the amount of time that customers must wait in line. Currently there are nineteen (19) kiosk applications servicing customers. The eMVA store is the MVA on-line website allowing the MVA to serve customer needs over the Internet. Currently there are twenty two (22) workflows (see Features below for a listing of the Internet workflows) and five (5) intranet workflows plus reporting. Additional web and kiosk applications are planned therefore the number of applications available on the kiosk, web and intranet are expected to continue to grow. The software is written in modules utilizing Microsoft Visual Studio 2010 VB and Microsoft .NET framework v3.5 running under IIS 6.0. While the kiosk and web workflows have different user interfaces they share a common code base. Reports are developed using Crystal Reports Server 2008 R2. The single database is Microsoft SQL 2008 R2. The system runs on a virtual infrastructure using VMware ESX.

Features of the Web/Kiosk include:

- A) Collect payments for MVA Administrative Flags fees
- B) Issue or request Duplicate Registration Cards
- C) Order New Plates
- D) Check for and Order Personalized Plates
- E) Renew Vehicle Registration
- F) Request Replacement Titles
- G) Issue or Order Substitute Stickers
- H) Issue Temporary Registration
- I) Request Titles/Decals for Special Vehicles
- J) Issue a VEIP Extension
- K) Issue or request a Driving Record
- L) Renew an ID Card
- M) Renew Non-Commercial Driver’s License
- N) Process a Change of Address
- O) Request a County Pride Sticker
- P) Enter or Update Emergency Contacts
- Q) Manage your E-Mail Address
- R) Manage your MVA Personal Identification Number
- S) Check or Print Transaction Status

- T) Request a Salvage Certificate
- U) Allow easy multiple transaction processing using FastTrack

Interface:

The web/kiosk connects to the IBM mainframe DB2 database using "STAR SQL", connects to Driver's License System (DLS) using a Windows Communications Foundation service, and there are files that are sent to be uploaded into Document Imaging Workflow System (DIWS).

## **2.6 DISABILITY PERMITTING SYSTEM**

This system is used by MVA staff to issue permanent or temporary disability placards. It also keeps track of physicians and links disability eligible Soundex numbers to disability plates and placards. The mainframe sends updates about disability tag transactions in Title and Registration Issuance System (TARIS) and Registration System (REG) to DPS and DPS sends the mainframe flag and release flag information when DPS issues arise or get resolved.

Features of the DPS include the ability for MVA staff to:

- A) Issue or terminate permanent or temporary disability placards.
- B) Update customers' address, phone, email, disability type, etc.
- C) Update customer's medical certificate related information, which is used for placard issuing.
- D) Maintain violation related issues. The DPS system sets or removes flags. Some Customer Service Representatives (CSR) with granted privileges can manually add or remove certain flags.
- E) Print and reprint disability certification for "Disability Plate", "Permanent Disability Placards", and "Temporary Disability Placards."
- F) Generate DPS related transactional or statistical reports.
- G) Manage DPS user information, grant user access privileges, and also configure and control run-time environment.
- H) Manage the batch processes, which are used to:
  - 1. Synchronize data changes between DPS and other systems (TARIS, REG, DLS).
  - 2. Support DPS operations. (Disability Plate Certification printing, Deceased Customer notification, Monthly Renewal notification).
  - 3. Update physician files from other State agencies.
  - 4. Generate data and create reports for daily activities.

Interface:

The DPS system uses MS VB6.0 as the development platform for all desktop application and batch processes. It connects to the MVA mainframe DB2 database through "STAR SQL".

## **2.7 ACCOUNTS RECEIVABLE SYSTEM**

The main purpose of the ARS is to provide a central, real-time receivable system to bill, collect and track receivables for revenue due related to returned checks, credit card shortages, Bulk data sales (DATA), Direct Access Records System (DARS), and miscellaneous receivables.

Features of the ARS system include the ability for MVA staff to:

- A) Create ARS receivable cases based on returned check records, credit card shortage records, DARS and miscellaneous receivables.
- B) Generate customer notifications.
- C) Suspend customers failing to pay balance in full.

- D) Release suspension when a suspended case is paid in full, either at MVA or through Central Collection Unit (CCU).
- E) Generate Financial Management Information System (FMIS) file, containing charge back items.
- F) Generate CCU referral file for delinquent accounts.
- G) Collect payments via ARS cashing functions.
- H) Update receivable record based on CCU collected payments & case status.
- I) Generate statistic and operational reports.
- J) Allow adjustments to receivable profiles because the system is profile driven.

Interface:

ARS system uses C# with MS VS2005 as the development platform for all the processes (web application and all batch processes). It connects to MVA mainframe DB2 database stored procedures through "STAR SQL". The referral files are exchanged with CCU thru FTP. The ARS Cashier Application interfaces with POS using the library provided by POS.

## 2.8 REQUIREMENTS

### 2.8.1 FUNCTIONAL / BUSINESS REQUIREMENTS

A) If time allows prior to the expiration of the current contract and the award of this contract, the selected TO Contractor shall be afforded a transition period in order to work with the current TO Contractors and MVA. This transition period will allow the new TO Contractor to become familiar with the Web/Kiosk, ARS, DPS and other VB.NET /C#.Net applications software and environment so that no interruption of the support processes occurs during the change-over to the new TO Contractor. The date of award of this contract will determine the estimated transition time period from Notice to Proceed (NTP). During the transition period, the new TO Contractor shall:

1. Establish TO Contractor's access to the MVA Headquarters building and PC access to the MVA computer environment
2. Become familiar with the Web/Kiosk, ARS, DPS and other systems Test Environments, the MVA help desk processes, the MVA application software support processes, and the MVA staff that perform these functions

After the transition, the new TO Contractor shall:

1. Manage application software support processes
2. Ensure that any and all of the application software support maintains full compatibility with all interfacing systems, security systems, and telecommunications
3. Ensure that any and all support does not compromise system level or component level compatibility
4. Produce/perform the deliverables identified in Section 2.12 of this TORFP
5. Participate in a transition to the MVA or new TO Contractor at the end of this contract.
6. Provide a written "Transition Plan" within sixty days of the expiration of the contract.

B) The TO Contractor shall perform all applications software support to ensure continuous operation of the MVA systems located at all MVA branch offices and facilities and in such a way that ensures the systems described in Section 2.5, 2.6, and 2.7 are available for optimal use, reliability and are properly maintained.

- C) The TO Contractor and the MVA TO Manager shall review the Helpdesk Log on a monthly basis to ensure that the work of the TO Contractor is not causing application problems.
- D) The TO Contractor shall document the results of the review in a separate section of the Monthly Progress Report.
- E) The TO Contractor shall use the MVA created development, quality assurance, test, and production support test environments for all application software support performed.
- F) The TO Contractor shall follow currently established development, quality assurance, test, and production support test processes unless the MVA agrees in writing to a change in these processes.
- G) The TO Contractor shall identify, in the Monthly Progress Report, any occurrences in which the test environments or test processes were not used and document the reasons why they could not be used.
- H) The TO Contractor shall provide, during the support period, all routine and preventive maintenance services including software and application component upgrades (installing new updates, upgrades and patches to COTS software, MS Windows Infrastructure and customized applications software, Crystal Reports, ClearCase, and others); and testing documentation, and training documentation for releases during the support period for the systems. Purchase of licenses for any new COTS software releases will be the responsibility of the MVA and are normally done only when a new release is made. All custom software is owned by the MVA.
- I) The TO Contractor shall be required to work outside of the normal workday to support the MVA team if a critical problem occurs that requires some of the MVA technical staff to work outside of the normal workday. Please see section 2.8.1.I.
- J) The TO Contractor's response times to critical problems shall be as specified in the Service Level Agreement (SLA) described in Section 2.11.
- K) The TO Contractor shall document in the Monthly Progress Report the routine and preventive maintenance services accomplished during the previous month.
- L) The TO Contractor shall provide resources with the application software support skills and experience level requirements specified in Section 2.9 D.
- M) At the conclusion of each work month, the TO Contractor shall submit an accounting of hours worked on tasks for all personnel. This will be included as a part of the Monthly Progress Report.

## **2.9 TECHNICAL REQUIREMENTS**

- A) The TO Contractor shall troubleshoot system problems, repair software bugs and maintain the customized software application and other system software components for servers, workstations, internal interfaces to the IBM mainframe, and other interfaces to external systems as reported in the MDOT Helpdesk job tracking system known as Maximo.

- B) The TO Contractor shall support all installations of the software applications on all servers and kiosks that are the property of the MVA. This is support of the application software only.
- C) The TO Contractor shall document, as a separate section in the Monthly Progress Report, the systems corrected problems, repaired software bugs and custom software maintenance services accomplished during the previous month.
- D) The TO Contractor shall provide One (1) Lead Applications Support Professional, Three (3) Application Support Professionals, One (1) Database Administrator Professional, One (1) Functional Analyst/System Tester Professional, One (1) Quality Assurance Specialist, and One (1) Salesforce.com / Force.com Developer.

1. Applications Support Professional

- a) The TO Contractor shall provide resources who are technically qualified in the support and development of complex object oriented VB.Net/ C#.Net 2010 systems based on the full use of Microsoft products and who shall work with MVA technical employees and system users to respond to application questions or problems. The MDOT Quality Assurance Division will analyze code to be released through Battle Map or other MVA quality assurance software to determine the efficiency and maintainability of the new or modified code.
- b) The TO Contractor shall provide application software support resources to work with MVA application software support technical employees. Together they shall address system application and related application software when bugs are fixed and when new enhancements and/or software is developed and implemented due to legislative requirements. Three (3) resumes (one for each position) will be accepted.

2. Database Support Resource

- a) The TO Contractor shall provide a database support resource to work with the MVA Database Administration staff as determined by the MVA.
- b) The TO Contractor's Database Administrator (DBA) resource shall need to know and be able to use all MCDBA Microsoft SQL Server 2003 and 2008 Enterprise Edition skills on a daily basis. One (1) resume will be accepted.

3. Quality Assurance Specialist

The TO Contractor's QA Specialist shall be able to maintain a high level of performance quality throughout the software life cycle. The responsibilities shall include, but are not limited to, implementation of developed test plans specific for software releases, design and execution of test cases and test scenarios, review of test cases and scenarios, defect tracking and preparation of software test evaluation reports. One (1) resume will be accepted.

4. Lead Application Support Professional

- a) The TO Contractor shall provide a resource that is technically qualified in the support and development of complex object oriented VB.Net/ C#.Net 2010 systems based on the full use of Microsoft products and who shall work with MVA technical employees and system users to respond to application questions or problems. The TO Contractor shall provide resources who are technically qualified to lead and mentor application support professionals in the support and development of complex object oriented VB.Net/ C#.Net 2010 systems based on the full use of Microsoft products. The MDOT Quality Assurance Division will analyze code to be released through Battle Map or other MVA quality assurance software to determine the efficiency and maintainability of the new or modified code.
- b) The TO Contractor shall provide lead application software support resources to work with MVA application software support technical employees in order to address system application and related application software performance when bugs are fixed and when new enhancements or new software is developed and implemented due to legislative requirements. One (1) resume will be accepted.

5. Functional Analyst/System Tester Professional

The TO Contractor’s proposed Functional Analyst/System Tester Professional shall be able to understand the basics of system and business analysis and apply this knowledge throughout the software life cycle. The responsibilities shall include, but are not limited to, requirements development, systems analysis, business case development, implementation of developed test plans specific for software releases, design and execution of test cases and test scenarios, review of test cases and scenarios, defect tracking and preparation of software test evaluation reports. One (1) resume will be accepted.

6. Salesforce.com / Force.com Developer

The TO Contractor shall provide Salesforce.com/Force.com expertise to the Salesforce Development Team. The candidate shall be able to perform technical evaluations and solution and design approaches to business, lead the technical side of projects, create solutions to meet business challenges, perform detailed analysis of business and technical requirements, write technical approaches and design documentation, and create integration and development project plans and designs. One (1) resume will be accepted.

**2.10 NON-FUNCTIONAL, NON-TECHNICAL REQUIREMENTS**

- A) The TO Contractor shall comply with the MVA Office of Information Resources (OIR) standards. Any deviation from a standard is subject to approval in accordance with OIR Standard 11.2.5, Technical Standards Exemptions. Access to specific standards will be made available upon request. The TO Contractor shall identify, in the Monthly Progress Report, any occurrences in which the OIR standards were not used and document the reasons why they could not be done. The TO Contractor shall be responsible for resolving all issues.
- B) The TO Contractor shall include a time sheet recap for each person engaged in this effort. The time sheet must recap the hours spent on maintenance or support tasks and the hours spent of enhancements. Both the maintenance and enhancement hours shall identify the

maintenance/enhancement that was worked on and the number of hours for each maintenance issue/enhancement. This shall be included as a part of the Monthly Progress Report.

- C) The TO Contractor shall develop and deliver at the Kick-Off Meeting a Communication Plan which shall include all contact information. The TO Contractor shall be responsible for keeping the Communication Plan updated throughout the life project. All MVA Helpdesk application support calls will be forwarded to OIR (application software support section) where it will be assigned to a work group that will consist of the selected TO Contractor's resource(s) and MVA employee(s). The selection of the appropriate TO Contractor's resource(s) is the responsibility of the TO Contractor's Project Manager.
- D) The TO Contractor shall provide the MVA comprehensive electronic and hardcopy problem and resolution reports for progress monitoring. A monthly "Error and Correction Report" will be produced by the TO Contractor and submitted to the MVA TO Manager electronically by 3:00 PM Eastern Time on the first Monday of each month. The report shall provide a detailed list of all system issues reported in the prior four weeks, the current progress of those issues (open and closed items), summary statistics such as number of problems received and corrected, and any outstanding problems along with their current status.
- E) The TO Contractor shall provide a monthly "Systems Progress Report" and facilitate a monthly Progress Meeting. The report shall provide status on the following:
  - 1. Monthly Operations to include, but not be limited to, defects, service outages or degradations, and their respective resolutions.
  - 2. Both minor and major project modifications, as well as key milestones accomplished for the month.
  - 3. Identification of current/potential risks and issues as perceived by the TO Contractor.
  - 4. Budget status.
- F) The TO Contractor shall provide written notification to the TO Manager and TO Procurement Officer when the TO Contractor reaches 75% of the ceiling for time and materials in any particular fiscal year for core staff required for this contract. TO Contractor will also provide written notification to the TO Contract Manager and TO Procurement Officer when the TO Contractor reaches 75% of the ceiling for each Time and Materials Work order that is in place.
- G) The TO Contractor shall update, on a release basis, the existing Software Support Maintenance Manuals for the systems and provide definitions of the software support environment, roles and responsibilities of the support personnel and other important information. The updates shall show additional information about the system or changes to the system during the previous release. The TO Contractor shall deliver within fifteen (15) days from the release deployment date an updated copy of Software Support Maintenance Manuals for the systems to the TO Manager, including a summary page of new updates that were made during the previous release.
- H) When developing new system functionality, the TO Contractor shall provide verbal and written notice along with the training schedule, location, materials and curriculum on how to utilize the new functionality, to a minimum of three (3) MVA - selected State employees. The State employees will be responsible for training other MVA employees (i.e., train the trainers approach). The TO Manager shall approve the training schedule, location, materials and curriculum.

- I) Prior to releasing any system change to the production phase, the TO Contractor shall provide electronically, production environment implementation strategies, procedures and release notes, on or before user acceptance testing.
- J) The TO Contractor shall prepare a weekly Web/Kiosk Status Report for the weekly Web/Kiosk status meeting. Support of the Web/Kiosk is important to the MVA. This report and meeting shall address the issues, risks and plans of this area.

**2.11 SERVICE LEVEL AGREEMENT**

The Service Level Agreement will be in effect throughout the performance period of all Operations and Maintenance services. The TO Contractor shall be required to provide resolution to all confirmed software defects. Based on the severity of an issue, the TO Contractor shall provide responses and support based on the following SLA, with services available Monday through Friday from 8:00 AM to 5:00 PM, Eastern Time:

<b>Priority</b>	<b>Response/Acknowledgement</b>	<b>Resolution</b>	<b>Example</b>
<b>Critical</b>	Response within one (1) business hour of initial contact	Resolution within 3 hours after report	System outage or critical functionality becomes inaccessible
<b>High</b>	Response within four (4) business hours of initial contact	Resolution within 24 hours after report	Major portions of the system are inaccessible
<b>Normal</b>	Response within one (1) business day of initial contact	Resolution within 2 days after report	Specific non-critical features are not operating as specified
<b>Low</b>	Response within two (2) business days of initial contact	Resolution within 1 week after report	Lower priority features that can be done manually, such as automatic generation of letters, are not operating as specified

The TO Contractor shall provide the process and procedures that will be utilized by the TO Contractor’s team if the response time is not met and the issue(s) require(s) escalation. This document shall include the names, titles, addresses, and telephone numbers of the persons who are to be notified. The TO Contractor must maintain this information with correct and current data throughout the contract term.

**2.12 DELIVERABLES**

**2.12.1 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 one week 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 7). 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 the 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 8). In the event of rejection, the TO Contractor shall correct the identified deficiencies or non-conformities. Subsequent project tasks may not continue until deficiencies of 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 2.22 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 the project.

**2.12.2 DELIVERABLE DESCRIPTIONS / ACCEPTANCE CRITERIA**

<b>Deliv. #</b>	<b>Deliverables Description</b>	<b>Frequency/ Due Date</b>	<b>Acceptance Criteria</b>
2.12.2.1	Communication Plan	NTP + 45 days	Microsoft Word document that complies with requirements outline in Section 2.10 C
2.12.2.2	Monthly Progress Report	Monthly; Third working day	Microsoft Word or Excel document that tracks the progress of the project as outlined in Section 2.8.1 D/G/K/M, 2.9 C, and 2.10 A
2.12.2.3	Support Maintenance	Within 15	Microsoft Word document as outlined in Section

	Manuals	days from the date of the release	2.10 G
2.12.2.4	“Error and Correction Report”	Monthly; last Friday of every month	Microsoft Word document as outlined in Section 2.10 D
2.12.2.5	System Progress Report	Monthly; last Friday of every month	Microsoft Word document that complies with requirements outline in Section 2.10 E
2.12.2.6	Weekly Web/Kiosk Status Report	Weekly; due on Mondays	Microsoft Word document as outlined in Section 2.10 J
2.12.2.7	Testing and Training Documentation	Within 20 days from the date of the release	Microsoft Word document as outlined in Section 2.8.1
2.12.2.8	Transition Plan	Within 60 days prior to expiration of contract	Microsoft Word document as outlined in Section 2.8.1 A

## 2.13 REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES

The TO Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting information technology projects, which may be created or changed periodically. 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 subcontractors are to follow a consistent methodology for all TO activities.

## 2.14 WORK HOURS

The principal period of support for the MVA is Monday through Friday between the hours of 8:00 AM to 5:00 PM except for State holidays (including but not limited to Service Reduction Days or any other mandatory closure). Some off-hour response, where the TO Contractor’s staff shall be required to work at the MVA Headquarters building, may be needed depending on the critical level of the application support problem. Services may also involve some evening and/or weekend hours performing planned system upgrades in addition to core business-day hours. Hours performing system upgrades support would be

billed on actual time worked at the rates proposed.

In the event of a reduction in State revenues and a subsequent reduction in allocated budget, the TO Contractor resources shall be required to participate in the State mandated Service Reduction Days as well as State Furlough Days. In this event, the TO Contractor will be notified in writing by the TO Manager of these details. In addition to the Service Reduction Days and Furlough Days, the TO Contractor may also be requested to restrict the number of hours the resources can work within a given period of time that may result in less than an eight hour day or less than a 40 hour work week.

## **2.15 TO CONTRACTOR MINIMUM QUALIFICATIONS**

The Master Contractor shall meet the following minimum qualification criteria to be eligible for consideration in the evaluation of this TORFP:

- Successful support for the duration of at least one year, for at least one state government application similar to one of the MVA's listed above within the past five (5) years (where similar to is defined as the same size, scope, and complexity), as evidenced by references included in its proposal)
- Minimum of 3 years of experience providing staffing for web development projects.
- Minimum of 3 years of experience providing staffing for IT projects in an operations and maintenance phase.

## **2.16 TO CONTRACTOR PERSONNEL REQUIRED QUALIFICATIONS**

A) The TO Contractor shall submit a matrix of all proposed personnel that shall show that, when the skills of the whole team are considered, there is at least one expert resource (an individual with 3 years working experience within the past 10 years) and one knowledgeable resource (an individual with 1 year working experience) (total of, at least, two separate people) in all the technologies and skill categories stated below. The skill categories required are:

1. Visual Basic 6.0, Visual Basic .Net, Visual Studio, .Net 2008 , Visual C++, C#
2. Active Server Pages (ASP), ASP.Net and AJAX Programming
3. Event-driven Application Programming
4. Windows Application GUI (Graphical User Interface), User Interface and WPF (Windows Presentation Foundation) Development
5. Active Directory
6. Object Oriented Analysis and Design and Service Oriented Architecture
7. Windows Applications Programming Interface (API) and Infrastructure Programming
8. Client/Server Application Programming in the Windows Computing Platform
9. Microsoft Enterprise Edition Structured Query Language (SQL) Server Programming
10. Crystal Reports Programming
11. SQL Server, SQL Transaction Processing, SQL Service Broker
12. Internet Protocol: File Transfer Protocol (FTP), Simple Mail Transport Protocol (SMTP), Hyper Text Transport Protocol (HTTP), Secure Socket Layer (SSL), Extensible Markup Language (XML), Internet Security and Cryptography
13. STAR SQL ODBC Driver Connection to DB2

Desirable skill Categories:

1. Active X data objects (ADO), ADO.Net, LINQ Programming and Entity Framework
2. Unified Modeling Language (UML) Diagrams
3. Install Shield Development, Microsoft Installer (MSI) Customization & Build Process Automation
4. Mobile Computing to include HTML, CSS, Javascript, JQuery Mobile framework
5. IBM DB2 Database Programming
6. STAR SQL ODBC Driver Connection to DB2
7. IBM Stored Procedure and IBM Web Service Development
8. Battle-map
9. SOAP Web Service Development

B) TO CONTRACTOR APPLICATION SUPPORT TECHNICIANS

1. Each of the TO Contractor's application support technicians shall have three (3) years of experience within the immediate past eight (8) years in the Windows .Net software development environment.
2. Each of the TO Contractor's application support technicians shall have at least one (1) year of experience) in five (5) technologies and skills categories as indicated in 2.9.D.1 for an Application Software Support Professional.

C) TO CONTRACTOR DATABASE ADMINISTRATION PROFESSIONAL

1. The TO Contractor's Database Administration Professional shall have Microsoft Certified Database Administrator (MCDBA) certification.
2. The Database Administration Professional shall have three (3) years of experience within the past seven (7) years in the skill categories below and be an expert in MS SQL Server 2005, 2008, or 2012 Enterprise Editions.
  - a) Installing, configuring, and administering Microsoft SQL Server 2005, 2008 or 2012 Enterprise Editions
  - b) Designing, implementing and modifying databases with Microsoft SQL Server 2005, 2008 or 2012 Enterprise Editions
  - c) Using the full analysis capabilities of Microsoft SQL Server 2005, 2008 and 2012 Enterprise Editions
  - d) Database performance tuning and monitoring
  - e) Database capacity planning (growth and changes)
  - f) Developing and supporting new databases in response to new business requirements
  - g) Backing up, restoring and moving databases as dictated by business needs.
  - h) Setting up replication, database mirroring, database mail, database alerts and SQL Agent jobs.
  - i) Desirable Skills
  - j) Providing solutions to implement high availability of SQL Server databases.
  - k) Upgrading SQL Server.
  - l) Maintaining the integrity and security of databases. Security can include defining who can use the database as well as determining who is restricted from accessing one or

several of its areas. This includes setting up and removing users, as well as performing database auditing tasks.

- m) Maintaining appropriate and up to date documentation regarding the various databases and environments.
  - n) Performing database reorganization, extent (space management), and rebuilding indexes based on evaluation of daily database monitoring.
  - o) Monitoring performance and size of SQL databases to proactively identify and fix potential issues and optimize the configuration.
  - p) Creating a Disaster Recovery plan and testing this plan on a regular basis.
  - q) Working with technical and nontechnical staff to understand user and organizational needs, and to develop scalable databases to meet functional requirements.
3. The Database Administration Professional shall have advanced Structured Query Language (SQL) skills with at least 5 years of writing Transact SQL (T-SQL) queries.
  4. The Database Administration Professional shall have 3 years of experience in Database programming, using Stored Procedures, Views, User Defined functions and creating packages using SQL Server Integration Services (SSIS).

#### D) TO CONTRACTOR QUALITY ASSURANCE SPECIALIST

The TO Contractor's Quality Assurance Specialists shall have three (3) years of experience within the immediate past eight (8) years in the technology skill categories below:

1. Demonstrated knowledge of modern system test and quality assurance methodologies
2. Demonstrated knowledge in systems analysis and test concepts
3. Practical experience working within SDLC
4. Test Case Design and execution
5. Debugging and error resolution
6. Peer Reviews, Inspections and Structured Walkthroughs
7. Test plan development and execution
8. At least one (1) year of experience of writing SQL queries

#### E) TO CONTRACTOR LEAD APPLICATION SUPPORT TECHNICIANS

1. The TO Contractor's Lead Application Support Technician shall have three (3) years of experience within the immediate past eight (8) years in the Windows .Net software development environment.
2. The TO Contractor's Lead Application Support Technician shall have at least one (1) year of experience in five (5) technologies and skills categories stated above in section 2.9.D.1 for an Application Software Support Professional.
3. The TO Contractor's Lead Application Support Technician shall have three (3) years of experience within the immediate past eight (8) years, in leading a team of application support technicians working in the Windows .Net software development environment.

#### F) TO CONTRACTOR FUNCTIONAL ANALYST/SYSTEM TESTER PROFESSIONAL

The TO Contractor's Functional Analyst/System Tester Professional shall have, three (3) years of experience within the immediate past eight (8) years in the technology skill categories below:

1. Demonstrated knowledge of modern system design and system analysis methodologies and concepts
2. Demonstrated knowledge of modern system test and quality assurance methodologies
3. Demonstrated knowledge in test concepts
4. Practical experience working within SDLC
5. Practical experience in Use Case and business case creation
6. Test Case Design and execution
7. Debugging and error resolution
8. Practical experience in requirements development
9. Test plan development and execution
10. At least one (1) year of experience writing SQL queries

#### G) TO CONTRACTOR SALESFORCE.COM / FORCE.COM DEVELOPER

The TO Contractor's Salesforce.com / Force.com Developer shall have, at minimum, two (2) years of experience within the immediate past five (5) years in the technology skill categories below:

1. Object Oriented Programming experience (Java, C#, .net)
2. HTML/CSS experience
3. Experience with Scrum/Agile development & deployment experience
4. Salesforce.com experience or other SaaS solutions
5. Force.com/Visualforce development experience
6. Use of web services and API's
7. Experience with and development of data models & data migration

**NOTE: Only one (1) resume will be accepted for each proposed position**

#### **2.17 PROFESSIONAL DEVELOPMENT**

Computer technology and software products continuously change. The TO Contractor must ensure continuing education opportunities for the personnel provided. This education would be associated with the technologies currently utilized by the MVA or anticipated to be implemented by the MVA in the near future. With the MVA TO Manager's prior written approval, the time allocated to these continuing education activities for staff deployed to the MVA on a full time basis may be charged to this Contract. Actual course costs, travel, and related expenses are the responsibility of the TO Contractor.

#### **2.18 PERFORMANCE EVALUATION**

The Program Manager shall evaluate TO Contractor personnel performance on an annual basis. The established performance evaluation and standards are included as Attachment 14. The performance evaluation will consist of the requirements contained in Section 2.9, 2.10, 2.11, and 2.12

#### **2.19 PERFORMANCE PROBLEM MITIGATION**

In the event the agency is not satisfied with the performance of TO Contractor personnel, the mitigation process is as follows:

- The TO Manager will notify the TO Contractor and MDOT Contract Management Office (CMO) in writing describing the problem and delineating remediation requirements;
- The TO Contractor will have three (3) business days to respond with a written Remediation Plan;
- The Remediation Plan will be implemented immediately upon acceptance by the TO Manager;
- Should performance issues persist, the TO Manager will notify MDOT CMO; and
- MDOT CMO will give written notice to the TO Contractor to request immediate removal, or substitution of the individual whose performance is at issue.

## **2.20 SUBSTITUTION OF PERSONNEL**

The substitution of personnel shall comply with Section 2.9.6 of the CATS + Master Contract.

After award, the substitution of personnel procedures are as follows.

- The TO Contractor may not substitute or temporarily reassign any Contractor personnel without the prior approval of the TO Manager.
- To replace any personnel, the TO Contractor shall submit resumes of the proposed personnel specifying their intended approved labor category.
- All proposed substitute personnel shall have qualifications equal to or better than those of the replaced personnel and must be approved by the TO Manager.
- The TO Manager shall have the option to interview the proposed substitute personnel.
- After the interview, the TO Manager shall notify the TO Contractor of acceptance or denial of the requested substitution.

## **2.21 PREMISES AND OPERATIONAL SECURITY**

Prior to commencement of work, TO Contractor employees and sub TO Contractors to be assigned to perform work under the resulting Contract shall be required to submit background check certification to MVA from recognized Law Enforcement Agencies, including the FBI. TO Contractor shall be responsible for ensuring that its employees' and sub TO Contractors' background check certifications are renewed annually, and at the sole expense to the TO Contractor. MVA reserves the right to disqualify any TO Contractor employees or sub TO Contractors whose background checks suggest conduct, involvements, and/or associations that MVA determines, in its sole discretion, may be inconsistent with the performance and/or security requirements set forth in this TORFP. MVA reserves the right to perform additional background checks on TO Contractor and sub TO Contractor employees.

- Further, TO Contractor employees may be subject to random security checks during entry and leaving State secured areas. The State reserves the right to require TO Contractor employees to be accompanied while in secured premises.
  - TO Contractor employees shall, while on State premises, display their State issued identification cards without exception.
  - TO Contractor shall require its employees to follow the State of Maryland and Maryland Transportation Information Technology Security Policy and Standards throughout the term of the Contract.
  - The State reserves the right to request that the TO Contractor submit proof of employment authorization of non-United States citizens, prior to commencement of work under the resulting Contract.

- TO Contractor shall remove any employee from working on the resulting Contract where the State of Maryland provides evidence to the TO Contractor that said employee has not adhered to the security requirements specified herein.
- The cost of complying with all security requirements specified herein are the sole responsibilities and obligations of the TO Contractor and its sub TO Contractors and no such costs shall be passed through to or reimbursed by the State or any of its agencies or units.

NOTE: The Awarded TO Contractor shall submit a notarized Criminal Background Check Affidavit (Attachment 13) prior to the commencement of work; attesting that a CJIS background has been conducted on all resources selected to work on this TORFP.

## **2.22 INVOICING**

Payment will only be made upon completion and acceptance of the deliverables as defined in Section 2.12.1 and Section 2.12.2.

Invoices shall be submitted within the first 5 business days of each month for the work performed in the previous month based on the timesheets provided in the Monthly Progress Report.

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

### **2.22.1 INVOICE FORMAT**

- A) A proper invoice shall name the Maryland MVA and identify the labor category, associated TO Agreement number, date of invoice, period of performance covered by the invoice, and a TO Contractor point of contact with telephone number.
- B) The TO Contractor shall send the original of each invoice and supporting documentation (itemized billing reference for employees, including detail of work hours) submitted for payment to Maryland MVA at the following address:

MVA Account Payables  
6601 Ritchie Highway, N.E.  
Glen Burnie, MD 21062

- C) Proper 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 sixty (60) calendar days from the TO Agreement termination date.

## **2.23 MBE PARTICIPATION REPORTS**

Monthly reporting of MBE participation is required, in accordance with the terms and conditions of the CATS+ Master Contract, by the 10<sup>th</sup> day of each month. The TO Contractor shall provide a completed MBE Participation form (Attachment 2, Form D-5) to MVA 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 MVA. The MVA 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. Please note that an MBE prime contractor cannot count its work towards the MBE participation goal established for this TORFP.

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

### **3.1 REQUIRED RESPONSE**

Each Master Contractor receiving this CATS+ TORFP must respond within the submission time designated in the Key Information Summary Sheet. Each Master Contractor is required to submit one of two possible responses: 1) a proposal; or 2) a completed Master Contractor Feedback Form. The feedback form helps the State understand why Master Contractors did not submit proposals, for future contract development. The form is accessible via the CATS+ 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+ TORFP. A TO Proposal shall contain the following sections in order:

#### **3.2.1 TO TECHNICAL PROPOSAL**

The TO Technical Proposal shall include the following sections.

##### **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. The requirements in Section 2 shall be addressed in order with labeling that maps back to the requirement numbers in this TORFP.
2. Assumptions: A description of any assumptions formed by the Master Contractor in developing the Technical Proposal.

##### **B) Staffing Plan, Key Personnel and Professional Experience**

1. The Master Contractor shall provide a staffing plan, identifying its proposed TO Contractor Manager and describing how the Master Contractor intends to staff this task order to meet the MVA's needs. As part of the staffing plan, the Master Contractor shall submit the resumes of key proposed staff to complete the work required by the Contract. The resumes and staffing plan shall highlight any staff's work on projects submitted as references by the Contractor. This will include the Master Contractor's strategy for using in-house resources or subcontractors, or both.
2. Identify and provide resumes for all proposed personnel by labor category. Only one (1) resume will be accepted for each proposed position. Offerors must propose one candidate for each position.
3. Documentation certifying that all proposed personnel meet the required qualifications and possess the required certifications in Section 2.9.
4. Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under this TO Agreement.

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

Submit completed MBE documents Attachment 2 - Forms A and B.

#### D) Subcontractors

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

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

Master Contractor's experience and capabilities rendering services similar to those included in the TORFP and as outlined in Section 2.

1. Provide at least three (3) examples of work assignments that each of the proposed personnel have completed that were similar in scope to the one defined in this TORFP.
  - a) Name of organization
  - b) Name, title, and telephone number of point-of-contact for the reference
  - c) Type and duration of contract(s) supporting the reference
  - d) The services provided, scope of the contract and performance objectives satisfied as they relate to the scope of this TORFP
  - e) Whether the proposed personnel are still providing these services and, if not, an explanation of why services are no longer provided to the client organization
2. To Contractor and Subcontractors to provide at least three (3) references (not including Past State Experience) from its customers who are capable of documenting:
  - a) The Master Contractor's ability to manage projects of comparable size and complexity.
  - b) Each client reference must be from a client of which at least one should be a web based system and must include the following information:
    - Name of client organization
    - Name, title, and telephone number of Point of Contact for client organization
    - Value, type, and duration of contract(s) supporting client organization
  - c) The services provided scope of the contract, objectives satisfied.
3. State of Maryland Experience: If applicable, the Master Contractor and Subcontractors shall submit a list of all contracts it currently holds or has held within the past five (5) years with any government entity of the State of Maryland. For each identified contract, the Master Contractor shall provide:
  - a) The State contracting entity,
  - b) A brief description of the services/goods provided,
  - c) The dollar value of the contract,
  - d) The term of the contract,
  - e) Whether the contract was terminated prior to the specified original contract termination date,
  - f) Whether any available renewal option was not exercised,
  - g) The State employee contact person (name, title, telephone number and e-mail address).

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

F) State Assistance

Provide an estimate of expectation concerning participation by State personnel.

G) Confidentiality

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

### **3.2.2 THE TO FINANCIAL PROPOSAL**

- A) A description of any assumptions on which the Master Contractor's TO Financial Proposal is based (Assumptions shall not constitute conditions, contingencies, or exceptions to the price proposal).
- B) Completed Price Proposal - Attachment 1.  
The Master Contractor shall indicate on Attachment 1 the appropriate Labor Category being proposed, and the Fixed Hourly Labor Category Rate for all positions described in Section 2. Proposed rates are fully loaded and 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 this CATS+ TORFP. In making the TO Agreement award determination, the TO Requesting Agency will consider all information submitted in accordance with Section 3.

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

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

- Personnel experience required in Section 3.2.1.B.
- Master Contractor and Subcontractor's capabilities and experience (refer to Section 3.2.1.E)
- The quality and completeness of the Master Contractor's proposed solution and understanding of the TORFP Scope of Work based on the required response in Section 3.2.1.A.1.
- Staffing Plan (refer to Section 3.2.1.B)
- Examples of performance of proposed personnel (refer to Section 3.2.1.E.1.)

### **4.3 SELECTION PROCEDURES**

- A) TO Proposals will be assessed throughout the evaluation process for compliance with the minimum company qualifications in Section 2.15, and quality of responses to Section 3.2.1 of the TORFP. Master Contractors, whose resources are deemed technically qualified, will be ranked against each other. All others will be deemed not reasonably susceptible to award and will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.
- B) The State will conduct interviews of all personnel proposed in each TO Proposal that meets required qualifications. Interviews will be conducted in person.
- C) Qualified TO Proposals whose resource(s) were deemed technically qualified shall have their TO financial proposal considered and their financial responses will be reviewed and ranked from lowest to highest price proposed.
- D) The most advantageous TO Proposal offer considering both technical and financial submission shall be selected for the work assignment. In making this selection, technical merit will have equal weight to price.
- E) All Master Contractors who proposed shall receive written notice from the TO Procurement Officer identifying the awardee.

### **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 an NTP authorized by the TO Procurement Officer. TO Contractor shall work on a time and materials basis, providing the personnel described in Section 2, TO Contractor shall not exceed the total evaluated price for each year as provided on the Price Proposal without authorization from the Contract Manager and Procurement Officer.

# ATTACHMENT 1 –PRICE PROPOSAL

## PRICE PROPOSAL FOR CATS+ TORFP # J00B3400075 – TIME AND MATERIALS

TO Contractor are to propose the labor category for each resource that is appropriate to the requirements of the TORFP. The rate shall be an “all inclusive” rate including labor, transportation, travel, and any administrative overhead. The total number of hours are not to be construed as “guaranteed” hours; the total number of hours is an estimate only. **Only one (1) resume will be accepted for each proposed position. Offerors must propose one candidate for each position.**

	CATS+ Labor Categories	A	B	C
Position/Role		Hourly Labor Rate	Total Class Hours	Total Proposed CATS+ TORFP Price
<b>Year 1 (NTP – 12/31/2014)</b>				
Lead Application Support Professional (1)	Insert Labor Category	\$	2000	\$
Application Support Professional (1)	Insert Labor Category	\$	2000	\$
Application Support Professional (3)	Insert Labor Category	\$	6000	\$
Database Administrator Professional (1)	Insert Labor Category	\$	2000	\$
Functional Analyst/System Tester Professional (1)	Insert Labor Category	\$	2000	\$
Quality Assurance Specialist (1)	Insert Labor Category	\$	2000	\$
Salesforce.com / Force.com Developer (1)	Insert Labor Category	\$	2000	\$
		<b>Evaluated Price Year 1</b>		<b>\$</b>
<b>Year 2 (1/1/2015 – 12/31/2015)</b>				
Lead Application Support Professional (1)	Insert Labor Category	\$	2000	\$
Application Support Professional (1)	Insert Labor Category	\$	2000	\$
Application Support Professional (3)	Insert Labor Category	\$	6000	\$
Database Administrator Professional (1)	Insert Labor Category	\$	2000	\$
Functional Analyst/System Tester Professional (1)	Insert Labor Category	\$	2000	\$
Quality Assurance Specialist (1)	Insert Labor Category	\$	2000	\$
Salesforce.com / Force.com Developer (1)	Insert Labor Category	\$	2000	\$
		<b>Evaluated Price Year 2</b>		<b>\$</b>
<b>Year 3 (1/1/2016 – 12/31/2016)</b>				
Lead Application Support Professional (1)	Insert Labor Category	\$	2000	\$
Application Support Professional (1)	Insert Labor Category	\$	2000	\$
Application Support Professional (3)	Insert Labor Category	\$	6000	\$
Database Administrator Professional (1)	Insert Labor Category	\$	2000	\$

	CATS+ Labor Categories	A	B	C
Position/Role		Hourly Labor Rate	Total Class Hours	Total Proposed CATS+ TORFP Price
Functional Analyst/System Tester Professional (1)	Insert Labor Category	\$	2000	\$
Quality Assurance Specialist (1)	Insert Labor Category	\$	2000	\$
Salesforce.com / Force.com Developer (1)	Insert Labor Category	\$	2000	\$
		<b>Evaluated Price Year 3</b>		<b>\$</b>
<b>Year 4 (1/1/2017 – 12/31/2017)</b>				
Lead Application Support Professional (1)	Insert Labor Category	\$	2000	\$
Application Support Professional (1)	Insert Labor Category	\$	2000	\$
Application Support Professional (3)	Insert Labor Category	\$	6000	\$
Database Administrator Professional (1)	Insert Labor Category	\$	2000	\$
Functional Analyst/System Tester Professional (1)	Insert Labor Category	\$	2000	\$
Quality Assurance Specialist (1)	Insert Labor Category	\$	2000	\$
Salesforce.com / Force.com Developer (1)	Insert Labor Category	\$	2000	\$
		<b>Evaluated Price Year 4</b>		<b>\$</b>
<b>Year 5 (1/1/2018 – 12/31/2018)</b>				
Lead Application Support Professional (1)	Insert Labor Category	\$	2000	\$
Application Support Professional (1)	Insert Labor Category	\$	2000	\$
Application Support Professional (3)	Insert Labor Category	\$	6000	\$
Database Administrator Professional (1)	Insert Labor Category	\$	2000	\$
Functional Analyst/System Tester Professional (1)	Insert Labor Category	\$	2000	\$
Quality Assurance Specialist (1)	Insert Labor Category	\$	2000	\$
Salesforce.com / Force.com Developer (1)	Insert Labor Category	\$	2000	\$
		<b>Evaluated Price Year 5</b>		<b>\$</b>
<b>Total Evaluated Price (Years 1 – 5)</b>				<b>\$</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. Rates must be fully loaded, i.e., include all direct and indirect costs and profit for the Master Contractor to perform under the TO Agreement.

## **ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS**

### **TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING REQUIREMENTS**

**CATS+ TORFP # J00B3400075**

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.

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.

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.**

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.

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.

**MDOT MBE FORM A**  
**STATE-FUNDED CONTRACTS**  
**CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT**  
**PAGE 1 OF 2**

This affidavit must be included with the bid/proposal. If the bidder/offeror fails to accurately complete and submit this affidavit as required, the bid shall be deemed not responsive or the proposal not susceptible of being selected for award.

In connection with the bid/proposal submitted in response to Solicitation No. \_\_\_\_\_, I affirm the following:

**1. MBE Participation (PLEASE CHECK ONLY ONE)**

I have met the overall certified Minority Business Enterprise (MBE) participation goal of \_\_\_\_\_ percent ( \_\_\_\_\_ %) and the following sub goals, if applicable:  
\_\_\_\_\_ percent ( \_\_\_\_\_ %) for African American-owned MBE firms  
\_\_\_\_\_ percent ( \_\_\_\_\_ %) for Hispanic American-owned MBE firms  
\_\_\_\_\_ percent ( \_\_\_\_\_ %) for Asian American-owned MBE firms  
\_\_\_\_\_ percent ( \_\_\_\_\_ %) for Women-owned MBE firms

I agree that these percentages of the total dollar amount of the Contract, for the MBE goal and subgoals (if any), will be performed by certified MBE firms as set forth in the MBE Participation Schedule - Part 2 of the MDOT MBE Form B (State-Funded Contracts).

**OR**

I conclude that I am unable to achieve the MBE participation goal and/or subgoals. I hereby request a waiver, in whole or in part, of the overall goal and/or subgoals. Within 10 business days of receiving notice that our firm is the apparent awardee or as requested by the Procurement Officer, I will submit a written waiver request and all required documentation in accordance with COMAR 21.11.03.11. For a partial waiver request, I agree that certified MBE firms will be used to accomplish the percentages of the total dollar amount of the Contract, for the MBE goal and subgoals (if any), as set forth in the MBE Participation Schedule - Part 2 of the MDOT MBE Form B (State-Funded Contracts).

**2. Additional MBE Documentation**

I understand that if I am notified that I am the apparent awardee or as requested by the Procurement Officer, I must submit the following documentation within 10 business days of receiving such notice:

- (a) Outreach Efforts Compliance Statement (MDOT MBE Form C - State-Funded Contracts);
- (b) Subcontractor Project Participation Statement (MDOT MBE Form D - State-Funded Contracts);
- (c) MBE Waiver Request documentation per COMAR 21.11.03.11 (if waiver was requested); and
- (d) Any other documentation required by the Procurement Officer to ascertain bidder's responsibility/ offeror's susceptibility of being selected for award in connection with the certified MBE participation goal and subgoals, if any.

I acknowledge that if I fail to return each completed document (in 2 (a) through (d)) within the required time, the Procurement Officer may determine that I am not responsible and therefore not eligible for contract award or that the proposal is not susceptible of being selected for award.

**MDOT MBE FORM A  
STATE-FUNDED CONTRACTS  
CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT  
PAGE 2 OF 2**

**3. Information Provided to MBE firms**

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

**4. Products and Services Provided by MBE firms**

I hereby affirm that the MBEs are only providing those products and services for which they are MDOT certified.

I solemnly affirm under the penalties of perjury that the information in this affidavit is true to the best of my knowledge, information and belief.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature of Representative

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Date

**MDOT MBE FORM B  
STATE-FUNDED CONTRACTS  
MBE PARTICIPATION SCHEDULE**

**PART 1 – INSTRUCTIONS FOR MBE PARTICIPATION SCHEDULE**

**PARTS 2 AND 3 MUST BE INCLUDED WITH THE BID/PROPOSAL. IF THE BIDDER/OFFEROR FAILS TO ACCURATELY COMPLETE AND SUBMIT PART 2 WITH THE BID/PROPOSAL AS REQUIRED, THE BID SHALL BE DEEMED NOT RESPONSIVE OR THE PROPOSAL SHALL BE DEEMED NOT SUSCEPTIBLE OF BEING SELECTED FOR AWARD.**

**PAGE 1 OF 2**

1. Please refer to the Maryland Department of Transportation (MDOT) MBE Directory at [www.mdot.state.md.us](http://www.mdot.state.md.us) to determine if a firm is certified for the appropriate North American Industry Classification System (“NAICS”) Code **and** the product/services description (specific product that a firm is certified to provide or specific areas of work that a firm is certified to perform). For more general information about NAICS, please visit [www.naics.com](http://www.naics.com). Only those specific products and/or services for which a firm is certified in the MDOT Directory can be used for purposes of achieving the MBE participation goals.
2. In order to be counted for purposes of achieving the MBE participation goals, the firm must be certified for that specific NAICS (“MBE” for State-funded projects designation after NAICS Code). **WARNING:** If the firm’s NAICS Code is in **graduated status**, such services/products **will not be counted** for purposes of achieving the MBE participation goals. Graduated status is clearly identified in the MDOT Directory (such graduated codes are designated with the word graduated after the appropriate NAICS Code).
3. Examining the NAICS Code is the **first step** in determining whether an MBE firm is certified and eligible to receive MBE participation credit for the specific products/services to be supplied or performed under the contract. The **second step** is to determine whether a firm’s Products/Services Description in the MBE Directory includes the products to be supplied and/or services to be performed that are being used to achieve the MBE participation goals.
4. If you have any questions as to whether a firm is certified to perform the specific services or provide specific products, please contact MDOT’s Office of Minority Business Enterprise at 1-800-544-6056 or via email at [mbe@mdot.state.md.us](mailto:mbe@mdot.state.md.us).
5. The Contractor’s subcontractors are considered second-tier subcontractors. Third-tier contracting used to meet an MBE goal is to be considered the exception and not the rule. The following two conditions must be met before MDOT, its Modal Administrations and the Maryland Transportation Authority may approve a third-tier contracting agreement: (a) the bidder/offeror must request in writing approval of each third-tier contract arrangement, and (b) the request must contain specifics as to why a third-tier contracting arrangement should be approved. These documents must be submitted with the bid/proposal in Part 2 of this MBE Participation Schedule.
6. For each MBE firm that is being used as a supplier/wholesaler/regular dealer/broker/manufacture, please follow these instructions for calculating the **amount of the subcontract for purposes of achieving the MBE participation goals:**
  - A. Is the firm certified as a broker of the products/supplies? If the answer is YES, please continue to Item C. If the answer is NO, please continue to Item B.
  - B. Is the firm certified as a supplier, wholesaler, regular dealer, or manufacturer of such products/supplies? If the answer is YES, continue to Item D. If the answer is NO, continue to Item C **only** if the MBE firm is certified to perform trucking/hauling services under NAICS Codes 484110, 484121, 484122, 484210, 484220 and 484230. If the answer is NO and the firm is not certified under these NAICS Codes, then **no** MBE participation credit will be given for the supply of these products.
  - C. For purposes of achieving the MBE participation goal, you may count **only** the amount of any reasonable fee that the MBE firm will receive for the provision of such products/supplies - **not** the total subcontract amount or the value (or a percentage thereof) of such products and/or supplies. For Column 3 of the MBE Participation Schedule, please divide the amount of any reasonable fee that the MBE firm will receive for the provision of such products/services by the total Contract value and insert the percentage in Line 3.1.

**MDOT MBE FORM B  
STATE-FUNDED CONTRACTS  
MBE PARTICIPATION SCHEDULE**

**PART 1 – INSTRUCTIONS FOR MBE PARTICIPATION SCHEDULE**

PAGE 2 OF 2

- D. Is the firm certified as a manufacturer (refer to the firm’s NAICS Code and specific description of products/services) of the products/supplies to be provided? If the answer is NO, please continue to Item E. If the answer is YES, for purposes of achieving the MBE participation goal, you may count the total amount of the subcontract. For Column 3 of the MBE Participation Schedule, please divide the total amount of the subcontract by the total Contract value and insert the percentage in Line 3.1.
- E. Is the firm certified as a supplier, wholesaler and/or regular dealer? If the answer is YES and the MBE firm is furnishing and installing the materials and is certified to perform these services, please divide the total subcontract amount (including full value of supplies) by the total Contract value and insert the percentage in Line 3.1. If the answer is YES and the MBE firm is only being used as a supplier, wholesaler and/or regular dealer or is not certified to install the supplies/materials, for purposes of achieving the MBE participation goal, you may only count sixty percent (60%) of the value of the subcontract for these supplies/products (60% Rule). To apply the 60% Rule, first divide the amount of the subcontract for these supplies/products only (not installation) by the total Contract value. Then, multiply the result by sixty percent (60%) and insert the percentage in Line 3.2.
7. For each MBE firm that **is not** being used as a supplier/wholesaler/regular dealer/broker/manufacturer, to calculate the **amount of the subcontract for purposes of achieving the MBE participation goals**, divide the total amount of the subcontract by the total Contract value and insert the percentage in Line 3.1.

**Example:** \$ 2,500 (Total Subcontract Amount) ÷ \$10,000 (Total Contract Value) x 100 = 25%

8. **WARNING:** The percentage of MBE participation, computed using the percentage amounts in Column 3 for all of the MBE firms listed in Part 2, **MUST** at least equal the MBE participation goal **and** subgoals (if applicable) as set forth in MDOT MBE Form A – State-Funded Contracts for this solicitation. If a bidder/offeror is unable to achieve the MBE participation goal and/or any subgoals (if applicable), then the bidder/offeror must request a waiver in Form A or the bid will be deemed not responsive, or the proposal not susceptible of being selected for award. You may wish to use the Goal/Subgoal Worksheet shown below to assist you in calculating the percentages and confirming that you have met the applicable MBE participation goal and subgoals (if any).

<b>GOAL/SUBGOAL WORKSHEET</b>	
Total African American Firm Participation (Add percentages listed for African American-Owned Firms in Column 3 of MBE Participation Schedule)	(A) _____%
Total Hispanic American Firm Participation (Add percentages listed for Hispanic American-Owned Firms in Column 3 of MBE Participation Schedule)	(B) _____%
Total Asian American Firm Participation (Add percentages listed for Asian American-Owned Firms in Column 3 of MBE Participation Schedule)	(C) _____%
Total Women-Owned Firm Participation (Add percentages listed for Women-Owned Firms in Column 3 of MBE Participation Schedule)	(D) _____%
Total for all other MBE Firms (Add percentages for firms listed as Other MBE Classification in Column 3 of the MBE Participation Schedule)	(E) _____%
Total MBE Firm Participation (Add percentages listed for all MBE Firms in Column 3 of MBE Participation Schedule)	(F) _____%
The percentage amount in Box F should be equal to the sum of the percentage amounts in Boxes A through E.	

**MDOT MBE FORM B  
STATE-FUNDED CONTRACTS  
MBE PARTICIPATION SCHEDULE**

**PART 2 – MBE PARTICIPATION SCHEDULE**

**PARTS 2 AND 3 MUST BE INCLUDED WITH THE BID/PROPOSAL. IF THE BIDDER/OFFEROR FAILS TO ACCURATELY COMPLETE AND SUBMIT PART 2 WITH THE BID/PROPOSAL AS REQUIRED, THE BID SHALL BE DEEMED NOT RESPONSIVE OR THE PROPOSAL SHALL BE DEEMED NOT SUSCEPTIBLE OF BEING SELECTED FOR AWARD.**

PAGE \_\_\_ OF \_\_\_

Prime Contractor	Project Description	Solicitation Number

**LIST INFORMATION FOR EACH CERTIFIED MBE SUBCONTRACTOR YOU AGREE TO USE TO ACHIEVE THE MBE PARTICIPATION GOAL AND SUBGOALS, IF ANY.**

COLUMN 1	COLUMN 2	COLUMN 3
		Unless the bidder/offeror requested a waiver in MDOT MBE Form A – State Funded Contracts for this solicitation, the cumulative MBE participation for all MBE firms listed herein must equal at least the MBE participation goal and subgoals set forth in Form A.
<b>NAME OF MBE SUBCONTRACTOR AND TIER</b>	<b>CERTIFICATION NO. AND MBE CLASSIFICATION</b>	FOR PURPOSES OF ACHIEVING THE MBE PARTICIPATION GOAL AND SUBGOALS, refer to sections 6 and 7 in Part 1 - Instructions. State the percentage amount of the products/services in Line 3.1, except for those products or services where the MBE firm is being used as a wholesaler, supplier, or regular dealer. For items of work where the MBE firm is being used as a supplier, wholesaler and/or regular dealer, complete Line 3.2 using the 60% Rule.
<input type="checkbox"/> Please check if MBE firm is a third-tier contractor (if applicable). Please submit written documents in accordance with Section 5 of Part 1 - Instructions	<b>Certification Number:</b> <hr/> <b>(If dually certified, check only one box.)</b> <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification <hr/>	<b>3.1. TOTAL PERCENTAGE TO BE PAID TO THE SUBCONTRACTOR (STATE THIS PERCENTAGE AS A PERCENTAGE OF THE TOTAL CONTRACT VALUE- EXCLUDING PRODUCTS/SERVICES FROM SUPPLIERS, WHOLESALERS OR REGULAR DEALERS).</b>  _____ % <b>(Percentage for purposes of calculating achievement of MBE Participation goal and subgoals, if any)</b>  <b>3.2 TOTAL PERCENTAGE TO BE PAID TO THE SUBCONTRACTOR FOR ITEMS OF WORK WHERE THE MBE FIRM IS BEING USED AS A SUPPLIER, WHOLESALER AND/OR REGULAR DEALER) (STATE THE PERCENTAGE AS A PERCENTAGE OF THE TOTAL CONTRACT VALUE AND THEN APPLY THE 60% RULE PER SECTION 6(E) IN PART 1 - INSTRUCTIONS).</b>  _____ % Total percentage of Supplies/Products  <b>x _____ 60% (60% Rule)</b>  _____ % <b>(Percentage for purposes of calculating achievement of MBE Participation goal and subgoals, if any)</b>

Please check if Continuation Sheets are attached.

**MDOT MBE FORM B  
STATE-FUNDED CONTRACTS  
MBE PARTICIPATION SCHEDULE  
CONTINUATION SHEET**

PAGE \_\_\_ OF \_\_\_

Prime Contractor	Project Description	Solicitation Number

LIST INFORMATION FOR EACH CERTIFIED MBE SUBCONTRACTOR YOU AGREE TO USE TO ACHIEVE THE MBE PARTICIPATION GOAL AND SUBGOALS, IF ANY.

COLUMN 1	COLUMN 2	COLUMN 3
<p><b>NAME OF MBE SUBCONTRACTOR AND TIER</b></p>	<p><b>CERTIFICATION NO. AND MBE CLASSIFICATION</b></p>	<p>Unless the bidder/offeror requested a waiver in MDOT MBE Form A – State Funded Contracts for this solicitation, the cumulative MBE participation for all MBE firms listed herein must equal at least the MBE participation goal and subgoals set forth in Form A.</p> <p>FOR PURPOSES OF ACHIEVING THE MBE PARTICIPATION GOAL AND SUBGOALS, refer to Sections 6 and 7 in Part 1 - Instructions. State the percentage amount of the products/services in Line 3.1, except for those products or services where the MBE firm is being used as a wholesaler, supplier, or regular dealer. For items of work where the MBE firm is being used as a supplier, wholesaler and/or regular dealer, complete Line 3.2 using the 60% Rule.</p>
<p><input type="checkbox"/> Please check if MBE firm is a third-tier contractor (if applicable). Please submit written documents in accordance with Section 5 of Part 1 - Instructions</p>	<p><b>Certification Number:</b></p> <hr/> <p><b>(If dually certified, check only one box.)</b></p> <p><input type="checkbox"/> African American-Owned  <input type="checkbox"/> Hispanic American- Owned  <input type="checkbox"/> Asian American-Owned  <input type="checkbox"/> Women-Owned  <input type="checkbox"/> Other MBE Classification</p> <hr/>	<p>3.1. <b>TOTAL PERCENTAGE TO BE PAID TO THE SUBCONTRACTOR (STATE THIS PERCENTAGE AS A PERCENTAGE OF THE TOTAL CONTRACT VALUE- EXCLUDING PRODUCTS/SERVICES FROM SUPPLIERS, WHOLESALERS OR REGULAR DEALERS).</b></p> <p align="center"><b>_____ % (Percentage for purposes of calculating achievement of MBE Participation goal and subgoals, if any)</b></p> <p>3.2. <b>TOTAL PERCENTAGE TO BE PAID TO THE SUBCONTRACTOR FOR ITEMS OF WORK WHERE THE MBE FIRM IS BEING USED AS A SUPPLIER, WHOLESALER AND/OR REGULAR DEALER) (STATE THE PERCENTAGE AS A PERCENTAGE OF THE TOTAL CONTRACT VALUE AND THEN APPLY THE 60% RULE PER SECTION 6(E) IN PART 1 - INSTRUCTIONS).</b></p> <p>_____ % Total percentage of Supplies/Products</p> <p><b>x _____ 60% (60% Rule)</b></p> <p align="center"><b>_____ % (Percentage for purposes of calculating achievement of MBE Participation goal and subgoals, if any)</b></p>

Please check if Continuation Sheets are attached.

**MDOT MBE FORM B  
STATE-FUNDED CONTRACTS  
MBE PARTICIPATION SCHEDULE**

**PART 3 – CERTIFICATION FOR MBE PARTICIPATION SCHEDULE**

**PARTS 2 AND 3 MUST BE INCLUDED WITH THE BID/PROPOSAL  
AS DIRECTED IN THE INVITATION TO BID/ REQUEST FOR PROPOSALS.**

I hereby affirm that I have reviewed the Products and Services Description (specific product that a firm is certified to provide or areas of work that a firm is certified to perform) set forth in the MDOT MBE Directory for each of the MBE firms listed in Part 2 of this MBE Form B for purposes of achieving the MBE participation goals and subgoals that were identified in the MBE Form A that I submitted with this solicitation, and that the MBE firms listed are only performing those products/services/areas of work for which they are certified. I also hereby affirm that I have read and understand the form instructions set forth in Part 1 of this MBE Form B.

The undersigned Prime Contractor hereby certifies and agrees that they have fully complied with the State Minority Business Enterprise law, State Finance and Procurement Article §14-308(a)(2), Annotated Code of Maryland which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a bid or proposal and:

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

I solemnly affirm under the penalties of perjury that the contents of Parts 2 and 3 of MDOT MBE Form B are true to the best of my knowledge, information and belief.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature of Representative

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Date

**MDOT MBE FORM C  
STATE-FUNDED CONTRACTS  
OUTREACH EFFORTS COMPLIANCE STATEMENT**

In conjunction with the offer/proposal submitted in response to Solicitation No. \_\_\_\_\_, I state the following:

1. Bidder/Offeror took the following efforts to identify subcontracting opportunities in these specific work categories:
  
2. Attached to this form are copies of written solicitations (with bidding/proposal instructions) used to solicit certified MBE firms for these subcontract opportunities.
  
3. Bidder/Offeror made the following attempts to personally contact the solicited MBE firms:

**4. Please Check One:**

- This project does not involve bonding requirements.
- Bidder/Offeror assisted MBE firms to fulfill or seek waiver of bonding requirements. (DESCRIBE EFFORTS)

**5. Please Check One:**

- Bidder/Offeror did attend the pre-bid/pre-proposal meeting/conference.
- No pre-bid/pre-proposal meeting/conference was held.
- Bidder/Offeror did not attend the pre-bid/pre-proposal meeting/conference.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature of Representative

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Date

**MDOT MBE FORM D**

**STATE-FUNDED CONTRACTS  
MBE SUBCONTRACTOR PROJECT PARTICIPATION AFFIDAVIT**

**IF THE BIDDER/OFFEROR FAILS TO RETURN THIS AFFIDAVIT WITHIN THE REQUIRED TIME, THE PROCUREMENT OFFICER MAY DETERMINE THAT THE BIDDER/OFFEROR IS NOT RESPONSIBLE AND THEREFORE NOT ELIGIBLE FOR CONTRACT AWARD OR THAT THE PROPOSAL IS NOT SUSCEPTIBLE OF BEING SELECTED FOR AWARD. SUBMIT ONE FORM FOR EACH CERTIFIED MBE FIRM LISTED IN THE MBE PARTICIPATION SCHEDULE. BIDDERS/OFFERORS ARE HIGHLY ENCOURAGED TO SUBMIT FORM D PRIOR TO THE TEN (10) DAY DEADLINE.**

Provided that \_\_\_\_\_ (Prime Contractor's Name) is awarded the State contract in conjunction with Solicitation No. \_\_\_\_\_, such Prime Contractor will enter into a subcontract with \_\_\_\_\_ (Subcontractor's Name) committing to participation by the MBE firm \_\_\_\_\_ (MBE Name) with MDOT Certification Number \_\_\_\_\_ (if subcontractor previously listed is also the MBE firm, please restate name and provide MBE Certification Number) which will receive at least \$\_\_\_\_\_ or \_\_\_\_% (Total Subcontract Amount/ Percentage) for performing the following products/services for the Contract:

NAICS CODE	WORK ITEM, SPECIFICATION NUMBER, LINE ITEMS OR WORK CATEGORIES (IF APPLICABLE)	DESCRIPTION OF SPECIFIC PRODUCTS AND/OR SERVICES

I solemnly affirm under the penalties of perjury that the information provided in this MBE Subcontractor Project Participation Affidavit is true to the best of my knowledge, information and belief. I acknowledge that, for purposes of determining the accuracy of the information provided herein, the Procurement Officer may request additional information, including, without limitation, copies of the subcontract agreements and quotes.

<p><b>PRIME CONTRACTOR</b> Signature of Representative: _____ Printed Name and Title: _____ Firm's Name: _____ Federal Identification Number: _____ Address: _____ Telephone: _____ Date: _____</p>	<p><b>SUBCONTRACTOR (SECOND-TIER)</b> Signature of Representative: _____ Printed Name and Title: _____ Firm's Name: _____ Federal Identification Number: _____ Address: _____ Telephone: _____ Date: _____</p>	<p><b>SUBCONTRACTOR (THIRD-TIER)</b> Signature of Representative: _____ Printed Name and Title: _____ Firm's Name: _____ Federal Identification Number: _____ Address: _____ Telephone: _____ Date: _____</p>
---	--	---

**IF MBE FIRM IS A THIRD-TIER SUBCONTRACTOR, THIS FORM MUST ALSO BE EXECUTED BY THE SECOND-TIER SUBCONTRACTOR THAT HAS THE SUBCONTRACT AGREEMENT WITH THE MBE FIRM.**

This form is to be completed monthly by the Prime TO Contractor.

**Attachment D-5**  
**Maryland Department of Information Technology**  
**Minority Business Enterprise Participation**  
**Prime Contractor Paid/Unpaid MBE Invoice Report**

Report #: _____	Contract #: _____
Reporting Period (Month/Year): _____	Contracting Unit: _____
<b>Report is due to the MBE Officer by the 10<sup>th</sup> of the month following the month the services were provided.</b>	Contract Amount: _____
	MBE Subcontract Amt: _____
	Project Begin Date: _____
	Project End Date: _____
	Services Provided: _____
<b>Note: Please number reports in sequence</b>	

Prime Contractor:		Contact Person:	
Address:			
City:		State:	ZIP:
Phone:	FAX:	Email:	
Subcontractor Name:		Contact Person:	
Phone:	FAX:		
Subcontractor Services Provided:			
<b>List all payments made to MBE subcontractor named above during this reporting period:</b>		<b>List dates and amounts of any outstanding invoices:</b>	
	<u>Invoice#</u>	<u>Amount</u>	
1.			<u>Invoice #</u>
2.			<u>Amount</u>
3.			1.
4.			2.
<b>Total Dollars Paid: \$</b> _____			3.
			4.
			<b>Total Dollars Unpaid: \$</b> _____

\*\*If more than one MBE subcontractor is used for this contract, you must use separate D-5 forms.

**\*\*Return one copy (hard or electronic) of this form to the following addresses (electronic copy with signature and date is preferred):**

(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)
---	---

This form is to be completed monthly by the Prime TO Contractor.

**ATTACHMENT D-6**  
**Minority Business Enterprise Participation**  
**Subcontractor Paid/Unpaid MBE Invoice Report**

Report#: _____	Contract #
Reporting Period (Month/Year): _____	Contracting Unit:
<b>Report is due by the 10<sup>th</sup> of the month following the month the services were performed.</b>	MBE Subcontract Amount:
	Project Begin Date:
	Project End Date:
	Services Provided:

MBE Subcontractor Name:		
MDOT Certification #:		
Contact Person:	Email:	
Address:		
City: Baltimore	State:	ZIP:
Phone:	FAX:	
<b>Subcontractor Services Provided:</b>		
<b>List all payments received from Prime Contractor during reporting period indicated above.</b>		<b>List dates and amounts of any unpaid invoices over 30 days old.</b>
<u>Invoice Amt</u>	<u>Date</u>	<u>Invoice Amt</u>
1.		1.
2.		2.
3.		3.
<b>Total Dollars Paid: \$</b> _____		<b>Total Dollars Unpaid: \$</b> _____
Prime Contractor:		Contact Person:

**\*\*Return one copy of this form to the following address (electronic copy with signature & date is preferred):**

(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: \_\_\_\_\_  
 (Required)

**Code of Maryland Regulations (COMAR)**  
**Title 21, State Procurement Regulations**  
*(regarding a waiver to a Minority Business Enterprise subcontracting goal)*

**COMAR 21.11.03.11 - Waiver.**

- A. If, for any reason, the apparent successful bidder or offeror is unable to achieve the contract goal for certified MBE participation, the bidder or offeror may request, in writing, a waiver to include the following:
- (1) A detailed statement of the efforts made to select portions of the work proposed to be performed by certified MBEs in order to increase the likelihood of achieving the stated goal;
  - (2) A detailed statement of the efforts made to contact and negotiate with certified MBEs including:
    - (a) The names, addresses, dates, and telephone numbers of certified MBEs contacted, and
    - (b) A description of the information provided to certified MBEs regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed;
  - (3) As to each certified MBE that placed a subcontract quotation or offer that the apparent successful bidder or offeror considers not to be acceptable, a detailed statement of the reasons for this conclusion;
  - (4) A list of minority subcontractors found to be unavailable. This list should be accompanied by an MBE unavailability certification (MBE Attachment D6) signed by the minority business enterprise, or a statement from the apparent successful bidder or offeror that the minority business refused to give the written certification: and
  - (5) The record of the apparent successful bidder or offeror's compliance with the outreach efforts required under Regulation .09B(2)(b).

A waiver may only be granted upon a reasonable demonstration by that MBE participation could not be obtained or could not be obtained at a reasonable price.  
If the waiver request is determined not to meet this standard, the bidder or offeror will be found non-responsive (bid) or not reasonably susceptible for award (proposal) and removed from further consideration.
- B. A waiver of a certified MBE contract goal may be granted only upon reasonable demonstration by the bidder or offeror that certified MBE participation was unable to be obtained or was unable to be obtained at a reasonable price and if the agency head or designee determines that the public interest is served by a waiver. In making a determination under this section, the agency head or designee may consider engineering estimates, catalogue prices, general market availability, and availability of certified MBEs in the area in which the work is to be performed, other bids or offers and subcontract bids or offers substantiating significant variances between certified MBE and non-MBE cost of participation, and their impact on the overall cost of the contract to the State and any other relevant factor.
- C. An agency head may waive any of the provisions of Regulations .09-.10 for a sole source, expedited, or emergency procurement in which the public interest cannot reasonably accommodate use of those procedures.
- D. When a waiver is granted, except waivers under Section C, one copy of the waiver determination and the reasons for the determination shall be kept by the MBE Liaison Officer with another copy forwarded to the Office of Minority Affairs.

**MBE ATTACHMENT D-7  
MINORITY CONTRACTOR UNAVAILABILITY CERTIFICATE**

**Section I (to be completed by PRIME TO CONTRACTOR)**

I hereby certify that the firm of \_\_\_\_\_  
Name of Prime Contractor)

located at \_\_\_\_\_,  
(Number) (Street) (City) (State) (Zip)

on \_\_\_\_\_ contacted certified minority business enterprise, \_\_\_\_\_  
(Date) (Name of Minority Business)

\_\_\_\_\_ located at \_\_\_\_\_,  
(Number) (Street) (City) (State) (Zip)

seeking to obtain a bid for work/service for project number \_\_\_\_\_, project name \_\_\_\_\_

List below the type of work/ service requested:

Indicate the type of bid sought, \_\_\_\_\_. The minority business enterprise identified above is either unavailable for the work /service in relation to project number \_\_\_\_\_, or is unable to prepare a bid for the following reasons(s):

The statements contained above are, to the best of my knowledge and belief, true and accurate.

\_\_\_\_\_  
(Name) (Title)

\_\_\_\_\_  
(Number) (Street) (City) (State) (Zip)

\_\_\_\_\_  
(Signature) (Date)

**Note:** Certified Minority Business Enterprise must complete Section II

**Section II (to be completed by CERTIFIED MINORITY BUSINESS ENTERPRISE)**

I hereby certify that the firm of \_\_\_\_\_ MBE Cert.# \_\_\_\_\_  
(Name of MBE Firm)

located at \_\_\_\_\_  
(Number) (Street) (City) (State) (Zip)

was offered the opportunity to bid on project number \_\_\_\_\_, ON \_\_\_\_\_  
(Date)

by \_\_\_\_\_  
(Prime Contractor's Name) (Prime Contractor Official's Name) (Title)

The statements contained in Section I and Section II of this document are, to the best of my knowledge and belief, true and accurate.

\_\_\_\_\_  
(Name) (Title) (Phone)

\_\_\_\_\_  
(Signature) (Fax Number)

# ATTACHMENT 3 – TASK ORDER AGREEMENT

CATS+ TORFP# J00B340075 Number OF MASTER CONTRACT #060B2490023

This Task Order Agreement (“TO Agreement”) is made this day of Month, 20XX by and between Task Order Contractor (TO Contractor) and the STATE OF MARYLAND, TO Requesting Agency.

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 TO Requesting Agency, as identified in the CATS+ TORFP # J00B340075
  - b. “CATS+ TORFP” means the Task Order Request for Proposals # J00B340075, dated MONTH DAY, YEAR, including any addenda.
  - c. “Master Contract” means the CATS+ Master Contract between the Maryland Department of Information Technology and TO Contractor dated MONTH DAY, YEAR.
  - 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 TO Requesting Agency and TO Contractor.
  - f. “TO Contractor” means the CATS+ Master Contractor awarded this TO Agreement, whose principal business address 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 Technical Proposal” means the TO Contractor’s technical response to the CATS+ TORFP dated date of TO Technical Proposal.
  - i. “TO Financial Proposal” means the TO Contractor’s financial response to the CATS+ TORFP dated date of TO Financial Proposal.
  - j. “TO Proposal” collectively refers to the TO Technical Proposal and TO Financial Proposal.
2. Scope of Work

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

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

- a. The TO Agreement,

- b. Exhibit A – CATS+ TORFP
- c. Exhibit B – TO Proposal-Technical
- d. Exhibit C – TO Proposal-Financial

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

3. Time for Performance

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

4. Consideration and Payment

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

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

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

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, **TO Requesting Agency**

\_\_\_\_\_  
By: **insert name**, TO Procurement Officer

\_\_\_\_\_  
Date

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

## ATTACHMENT 4 – CONFLICT OF INTEREST AND DISCLOSURE AFFIDAVIT

- 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 sub-consultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a 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 CATEGORY PERSONNEL RESUME SUMMARY

## INSTRUCTIONS:

1. Master Contractors must comply with all personnel requirements under the Master Contract RFP 060B2490023.
2. Only labor categories proposed in the Master Contractors Financial Proposal may be proposed under the CATS+ TORFP process.
3. For each person proposed in any of the labor categories, complete one Labor Category Personnel Resume Summary to document how the proposed person meets each of the minimum requirements. 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 6 – NOTICE TO PROCEED

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS+ Task Order Agreement J00B3400075

Dear TO Contractor Contact:

This letter is your official Notice to Proceed as of Month Day, Year, for the above-referenced Task Order Agreement. Mr. / Ms. \_\_\_\_\_ of \_\_\_\_\_ (Agency Name) will serve as the TO Manager and your contact person on this Task Order. He / She can be reached at telephone \_\_\_\_\_.

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

Sincerely,

TO Procurement Officer

Task Order Procurement Officer

Enclosures (2)

cc: TO Manager

Procurement Liaison Office, Department of Information Technology

Project Management Office, Department of Information Technology



# ATTACHMENT 8 – AGENCY ACCEPTANCE OF DELIVERABLE FORM

Agency Name: TO Requesting Agency

TORFP Title: TORFP Project Name

TO Manager: TO Manager and Phone Number

## To:

The following deliverable, as required by TO Agreement J00B3400075, 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 2.12 OF THE TORFP.

# ATTACHMENT 9 – NON-DISCLOSURE AGREEMENT (OFFEROR)

This Non- Disclosure Agreement (the "Agreement") is made this \_\_\_ day of \_\_\_\_\_ 20\_\_\_, by and between \_\_\_\_\_ (hereinafter referred to as "the OFFEROR ") and the State of Maryland (hereinafter referred to as " the State").

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS+ TORFP J00B3400075 for Software Support (Web/Kiosk, ARS, & DPS). 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 above, the 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, 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 **TO Procurement Officer, TO Requesting Agency** 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 THE TORFP

# ATTACHMENT 10 – NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

**THIS NON-DISCLOSURE AGREEMENT** (“Agreement”) is made as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the State of Maryland ("the State"), acting by and through its MDOT/ MVA (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 Software Support (Web/Kiosk, ARS & DPS) TORFP No. J00B3400075 dated \_\_\_\_\_, (the “TORFP”) issued under the Consulting and Technical Services procurement issued by the Department, Project Number 060B2490023; 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:** **TO Requesting Agency:**

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

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

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

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

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

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

**SUBMIT AS INSTRUCTED IN THE TORFP**

# ATTACHMENT 11 – TO CONTRACTOR SELF-REPORTING CHECKLIST

The purpose of this checklist is for CATS+ Master Contractors to self-report on adherence to procedures for task orders (TO) awarded under the CATS+ master contract. Requirements for TO management can be found in the CATS+ 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>	
A) Was the original TORFP (Task Order Request for Proposals) structured to link invoice payments to distinct deliverables with specific acceptance criteria? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, skip to Section 2.)	
B) Do TO invoices match corresponding deliverable prices shown in the accepted Financial Proposal? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____	
C) Is the deliverable acceptance process being adhered to as defined in the TORFP? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____	
<b>Section 2 – Task Orders with Invoices Linked to Time, Labor Rates and Materials</b>	
A) If the TO involves material costs, are material costs passed to the agency without markup by the Master Contractor? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____	
B) Are labor rates the same or less than the rates proposed in the accepted Financial Proposal? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____	
C) Is the Master Contractor providing timesheets or other appropriate documentation to support invoices? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____	
<b>Section 3 – Substitution of Personnel</b>	
A) Has there been any substitution of personnel? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, skip to Section 4.)	

B) Did the Master Contractor request each personnel substitution in writing?

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

C) Does each accepted substitution possess equivalent or better education, experience and qualifications than incumbent personnel?

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

D) Was the substitute approved by the agency in writing?

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

#### Section 4 – MBE Participation

A) What is the MBE goal as a percentage of the TO value? (If there is no MBE goal, skip to Section 5)

%

B) Are MBE reports D-5 and D-6 submitted monthly?

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

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)

%

(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% ( $3,000 \div 10,000 = 0.30$ ))

D) Is this consistent with the planned MBE percentage at this stage of the project?

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

E) Has the Master Contractor expressed difficulty with meeting the MBE goal?

Yes  No

(If yes, explain the circumstances and any planned corrective actions)

\_\_\_\_\_

#### Section 5 – TO Change Management

A) Is there a written change management procedure applicable to this TO?

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

B) Does the change management procedure include the following?

Yes  No  Sections for change description, justification, and sign-off

Yes  No  Sections for impact on cost, scope, schedule, risk and quality (i.e., the impact of change on satisfying TO requirements)

Yes  No  A formal group charged with reviewing / approving / declining changes (e.g., change control board, steering committee, or management team)

C) Have any change orders been executed?

Yes  No

(If yes, explain expected or actual impact on TO cost, scope, schedule, risk and quality)

\_\_\_\_\_

D) Is the change management procedure being followed?

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

# ATTACHMENT 12 – LIVING WAGE AFFIDAVIT OF AGREEMENT

Contract No. \_\_\_\_\_

Name of Contractor \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

## If the Contract is Exempt from the Living Wage Law

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

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

## If the Contract is a Living Wage Contract

A. The Undersigned, being an authorized representative of the above named Contractor, hereby affirms our commitment to comply with Title 18, State Finance and Procurement Article, Annotated Code of Maryland and, if required, to submit all payroll reports to the Commissioner of Labor and Industry with regard to the above stated contract. The Bidder/Offeror agrees to pay covered employees who are subject to living wage at least the living wage rate in effect at the time service is provided for hours spent on State contract activities, and to ensure that its Subcontractors who are not exempt also pay the required living wage rate to their covered employees who are subject to the living wage for hours spent on a State contract for services. The Contractor agrees to comply with, and ensure its Subcontractors comply with, the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate established by the Commissioner of Labor and Industry, automatically upon the effective date of the revised wage rate.

B. \_\_\_\_\_ (initial here if applicable) The Bidder/Offeror affirms it has no covered employees for the following reasons (check all that apply):

- All employee(s) proposed to work on the State contract will spend less than one-half of the employee's time during every work week on the State contract;
- All employee(s) proposed to work on the State contract will be 17 years of age or younger during the duration of the State contract; or
- All employee(s) proposed to work on the State contract will work less than 13 consecutive weeks on the State contract.

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

Name of Authorized Representative: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

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

Witness Name (Typed or Printed): \_\_\_\_\_

Witness Signature & Date: \_\_\_\_\_

# ATTACHMENT 13 – CRIMINAL BACKGROUND CHECK AFFIDAVIT

## AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

I hereby affirm that \_\_\_\_\_ (TO Contractor) \_\_\_\_\_ has complied with Section 2.21 – Premises and Operational Security of CATS + TORFP #J00b3400075.

- A. I hereby affirm that the \_\_\_\_\_ (TO Contractor) \_\_\_\_\_ has provided \_\_\_\_\_ (Agency) \_\_\_\_\_ with a summary of the security clearance results for all of the candidates that will be working on Task Order \_\_\_\_\_ (Title and Number) \_\_\_\_\_ and all of these candidates have successfully passed all of the background checks required under Section 2.21 Premises and Operational Security. Master Contractors hereby agrees to provide security clearance results for any additional candidates at least seven (7) days prior to the date the candidate commences work on this Task Order.

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

\_\_\_\_\_  
Master Contractor

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

# ATTACHMENT 14 – TO CONTRACTOR PERFORMANCE EVALUATION

## GENERAL AND JOB SPECIFIC FACTORS

### INSTRUCTIONS:

1. Using the criteria for the General Factors found in the Supervisor's Booklet, determine the standards that best fit the employee's work performance and behavior for each of the criteria in that factor.
2. A drop-down box appears on the line for each of the criteria. The Raw Score can be selected by clicking the arrow and then clicking the appropriate score. After the form has been printed, circle the number in the box directly below the standard that applies.
3. Add the column and enter the total in the Raw Score Total column.
4. The Total Raw Score determines the employee's rating for that factor, and the overall rating can be found in the bottom row of the chart for that factor. Circle the rating for that factor after the form has been printed. Transfer the ratings to the Appraisal Form Summary Sheet.
5. Complete steps 1 - 4 for the Job Specific Factors.
6. The form has been created in a protected format. Data only can be entered in the Name, EIN, Rated Raw Score fields and drop-down boxes. The Page Up or Page Down, or Tab key moves the cursor through the fields on the form. On the drop-down boxes, click on the arrow and then click on the appropriate number to enter that score.
7. Enter the name, EIN, and rating year on each page of the form. The rating year should be entered as a 4 position year. All scores are entered using the drop-down boxes as explained above. Total s must be calculated manually and entered into the appropriate boxes.

CRITERIA ASSESSMENT SHEET - GENERAL FACTORS

Name: \_\_\_\_\_ EIN: \_\_\_\_\_ Rating Yr: \_\_\_\_\_

<b>DEPENDABILITY</b>		Far Exceeds	Exceeds	Meets	Below	Far Below	Raw Score
Lateness, Punctuality		5		3	2	1	+
Use of Unauthorized Leave				3	2	1	+
Compliance with Leave Policies & Procedures		5		3	2	1	+
Total Raw Score							=
Total Raw Score	15 - 13	12 - 11	10 - 8	7 - 5	4 - 3		
<b>Rating for Dependability</b>	Far Exceeds	Exceeds	Meets	Below	Far Below		
<b>INITIATIVE</b>		Far Exceeds	Exceeds	Meets	Below	Far Below	Raw Score
Contribution		5	4	3	2	1	+
Self-Improvement		5	4	3	2	1	+
Total Raw Score							=
Total Raw Score	10 - 9	8 - 7	6 - 5	4 - 3	2		
<b>Rating for Initiative</b>	Far Exceeds	Exceeds	Meets	Below	Far Below		
<b>INTERPERSONAL RELATIONSHIPS</b>		Far Exceeds	Exceeds	Meets	Below	Far Below	Raw Score
Customer Service		5	4	3	2	1	+
Communication		5	4	3	2	1	+
Cooperation				3	2	1	+
Tact				3	2	1	+
Adaptability to Change		5	4	3	2	1	+
Total Raw Score							=
Total Raw Score	21 - 20	19 - 17	16 - 13	12 - 8	7 - 5		
<b>Rating for Interpersonal Relationships</b>	Far Exceeds	Exceeds	Meets	Below	Far Below		
<b>WORK HABITS</b>		Far Exceeds	Exceeds	Meets	Below	Far Below	Raw Score
Meeting Target & Timetables		5	4	3	2	1	+
Communication with Supervisor		5	4	3	2	1	+
Use of Time		5	4	3	2	1	+
Organization of Work Environment		5		3	2	1	+
Judgment Regarding Benefits & Privileges		5	4	3	2	1	+
Total Raw Score							=
Total Raw Score	25 - 23	22 - 18	17 - 13	12 - 8	7 - 5		

<b>Rating for Work Habits</b>	Far Exceeds	Exceeds	Meets	Below	Far Below
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CRITERIA ASSESSMENT SHEET  
JOB SPECIFIC FACTORS - PROFESSIONALS

Name:

EIN:

Rating Yr:

<b>JOB KNOWLEDGE</b>		Far Exceeds	Exceeds	Meets	Below	Far Below	Raw Score
Resources, Technology & Regulations		5	4	3	2	1	+
Utilization Resources/Collective Knowledge		5	4	3	2	1	+
Standards Industry/Professional Practices		5	4	3	2	1	+
Development of Applications		5	4	3	2	1	+
Total Raw Score							=
Total Raw Score	20 - 18	17 - 14	13 - 10	9 - 6	5 - 4		
<b>Rating for Job Knowledge</b>	Far Exceeds	Exceeds	Meets	Below	Far Below		
<b>JOB QUALITY</b>		Far Exceeds	Exceeds	Meets	Below	Far Below	Raw Score
Timeliness & Accuracy		5	4	3	2	1	+
Work Process & Workmanship		5	4	3	2	1	+
Problem Solving		5	4	3	2	1	+
Customer Service		5	4	3	2	1	+
Total Raw Score							=
Total Raw Score	20 - 18	17 - 14	13 - 10	9 - 6	5 - 4		
<b>Rating for Job Quality</b>	Far Exceeds	Exceeds	Meets	Below	Far Below		
<b>JOB QUANTITY</b>		Far Exceeds	Exceeds	Meets	Below	Far Below	Raw Score
Meeting Schedules			4	3	2	1	+
Projects & Special Assignments		5	4	3	2	1	+
Productivity		5	4	3	2	1	+
Volume of Work		5	4	3	2	1	+
Total Raw Score							=
Total Raw Score	19 - 18	17 - 14	13 - 10	9 - 6	5 - 4		
<b>Rating for Job Quantity</b>	Far Exceeds	Exceeds	Meets	Below	Far Below		

# ATTACHMENT 15 - PRIVACY PROTECTION POLICY AFFADAVIT

## STATE OF MARYLAND DEPARTMENT OF TRANSPORTATION MOTOR VEHICLE ADMINISTRATION

In consideration of receiving personal information contained in Motor Vehicle Administration records, I **HEREBY CERTIFY** on behalf of TO Contractor, (**TO Contractor**) as its authorized agent this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, that

1. **TO Contractor** understands that federal laws affect access to and use of computer information including, but not limited to, 15 U.S.C.A. § 278g-3 (Computer Security Act of 1987); 23 U.S.C.A. § 401 (National Driver Register Act); 5 U.S.C.A. § 552 (Freedom of Information Act); 5 U.S.C.A. § 552a (Privacy Act of 1974); 18 U.S.C.A. § 1001 (Computer Fraud and Abuse Act of 1986); 17 U.S.C.A. § 109 (Computer Software Rental Amendments Act of 1990); 15 U.S.C.A. § 1681 (Fair Credit Reporting Act); and, 18 U.S.C.A. §§ 2721 et seq. (Driver's Privacy Protection Act of 1994).
2. The Maryland Department of Transportation, Office of Information Resources, its client agencies and their customers also adhere to state data processing security policies as set forth in Executive Order 01.01.1983.18 (Privacy and State Data System Security); Md. Code Ann., Crim. Law §8-606 (falsification of public records) and §7-302 (unauthorized access); Md. Code. Ann., State Gov't §§ 10-611, 10-616 and 10-626 (Maryland Public Information Act); Md. Code Ann. Transp. II §§ 12-111 to 12-113 (Motor Vehicle Administration Records); and, as published by the Secretary of the Department of Budget and Management from time to time under Md. Code Ann., State Fin. & Proc. § 3-403.
3. **TO Contractor** and all employees agree to maintain in strictest confidence and not willfully disclose to any person, firm, or corporation, information obtained as a result of their access to personal information from Motor Vehicle Records.
4. By signing this agreement, **TO Contractor** warrants that the signator and all personnel are familiar with all provisions of the federal Driver Privacy Protection Act of 1994, 18 U.S.C.A. §§ 2721 et seq., and with §§ 10-611, 10-616, 10-626 of the State Government Article and §§ 12-111 through 12-113 of the Transportation Article, Annotated Code of Maryland, which limits access to personal information from public records in Maryland. Further, **TO Contractor**, in behalf of itself, its successors and assigns further agrees that all users will abide by the terms of both the federal and state law including, but not limited to, those restricting access to personal information from Motor Vehicle Administration records only to those persons and for those purposes which are permitted under both laws.
5. **TO Contractor** agrees to keep a record for five (5) years of all persons to whom information is re-disclosed under this Agreement, and the purpose for which the information is to be used; and, to make that record available to the Motor Vehicle Administration upon request.
6. **TO Contractor** shall be liable for, and shall indemnify, defend, and hold the Motor Vehicle Administration harmless for, any misuse or misappropriation of any personal information in a record obtained from the Administration in connection with this agreement.

7. **TO Contractor** shall further indemnify the Motor Vehicle Administration for and against any and all losses, damages, judgments, liabilities or similar costs and expenses which arise in whole or part out of acts or omissions by **TO Contractor** with respect to laws restricting access to and disclosure of vehicle records including, without limitation, reasonable attorneys fees and all other costs of defending against such action or claim.

**IN WITNESS WHEREOF**, the parties have caused those present to be executed.

**Witness:**

\_\_\_\_\_

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

**TO Contractor:**

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

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

**Witness:**

\_\_\_\_\_

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

**Maryland Department of Transportation**  
Motor Vehicle Administration:

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

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

**Approved as to form and legal sufficiency:**

\_\_\_\_\_

Assistant Attorney General

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

# EXHIBIT A –TO CONTRACTOR’S LIST

## TO CONTRACTOR’S EMPLOYEES AND AGENTS WHO WILL BE GIVEN ACCESS TO THE CONFIDENTIAL INFORMATION

Printed Name and Address  
of Employee or Agent

Signature

Date

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**ATTACHMENT 16 – INTENTIONALLY OMITTED**

**ATTACHMENT 17 – INTENTIONALLY OMITTED**

# ATTACHMENT 18 CERTIFICATION REGARDING INVESTMENTS IN IRAN

**Authority:** State Finance & Procurement, §§17-701 – 17-707, Annotated Code of Maryland [Chapter 447, Laws of 2012].

**List:** The Investment Activities in Iran list identifies companies that the Board of Public Works has found to engage in investment activities in Iran; those companies may not participate in procurements with a public body in the State. “Engaging in investment activities in Iran” means:

Providing goods or services of at least \$20 million in the energy sector of Iran; or  
For financial institutions, extending credit of at least \$20 million to another person for at least 45 days if the person is on the Investment Activities In Iran list and will use the credit to provide goods or services in the energy of Iran.

*The Investment Activities in Iran list is located at: [www.bpw.state.md.us](http://www.bpw.state.md.us)*

**Rule:** A company listed on the Investment Activities In Iran list is ineligible to bid on, submit a proposal for, or renew a contract for goods and services with a State Agency or any public body of the State. Also ineligible are any parent, successor, subunit, direct or indirect subsidiary of, or any entity under common ownership or control of, any listed company.

*NOTE: This law applies only to new contracts and to contract renewals. The law does not require an Agency to terminate an existing contract with a listed company.*

## CERTIFICATION REGARDING INVESTMENTS IN IRAN

The undersigned certifies that, in accordance with State Finance & Procurement Article, §17-705:

(i) it is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in §17-702 of State Finance & Procurement; and

(ii) it is not engaging in investment activities in Iran as described in State Finance & Procurement Article, §17-702.

The undersigned is unable make the above certification regarding its investment activities in Iran due to the following activities:

Name of Authorized Representative: \_\_\_\_\_

Signature of Authorized Representative:  
\_\_\_\_\_

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

Witness Name (Typed or Printed): \_\_\_\_\_

Witness Signature and Date: \_\_\_\_\_

|