



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

**Mainframe Vehicle and Driver Services Systems Support**

**CATS+ TORFP**

**#J00B3400076**

**Maryland Department of Transportation (MDOT)  
Motor Vehicle Administration (MVA)  
Office of Information Resources (OIR)**

**ISSUE DATE: August 2, 2013**

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## KEY INFORMATION SUMMARY SHEET

This Consulting and Technical Services Plus (CATS+) Task Order Request for Proposals (TORFP) is issued to obtain the services necessary to satisfy the requirements defined in Section 2 - Scope of Work. All CATS+ Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. Master Contractors choosing not to submit a proposal shall 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 NAME:</b>	Mainframe Vehicle and Driver Services Systems Support
<b>FUNCTIONAL AREA:</b>	FA5 Software Engineering
<b>TORFP ISSUE DATE:</b>	08/02/2013
<b>Closing Date and Time:</b>	09/13/2013 AT 2:00 P.M. Easter Time
<b>TORFP Issuing Office:</b>	MDOT - MVA Office of Information Resources (OIR)
<b>Questions and Proposals are to be sent to:</b>	Yamillette C. Waite Senior Procurement Compliance Manager Maryland Department of Transportation – The Secretary’s Office ycollett@mdot.state.md.us
<b>Deadline for Submission of Questions Regarding this TORFP:</b>	08/16/2013 at 2:00 P.M. Easter Time
<b>TO Manager:</b>	David Bilodeau IT Director, OIR/Software Development Maryland Motor Vehicle Administration Telephone (410)787-7777 Fax: (410)787-7837 Email: Dbilodeau@mdot.state.md.us
<b>Project Number:</b>	J00B3400076
<b>TO Type:</b>	Time and Material
<b>Period of Performance:</b>	January 1, 2014 to Dec. 31, 2019
<b>MBE Goal:</b>	30% with no sub-goals
<b>Small Business Reserve (SBR):</b>	No
<b>Primary Place of Performance:</b>	Office of Information Resources One Orchard Road Glen Burnie, Md. 21060
<b>State Furnish Work Site and/or Access to Equipment, Facilities or Personnel:</b>	MVA will furnish access to equipment, facilities, and personnel at primary location.

## 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 (TOA) scope issues, and for authorizing any changes to the TOA.

The TO Manager has the primary responsibility for the management of the work performed under the TOA; 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 TOA, Attachment 3, will then be entered into between the State and the selected Master Contractor, which will bind the selected Master Contractor (TO Contractor) to the contents of its TO Proposal, including the price proposal.

### 1.3 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the 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) attachments in MS Word format. The "subject" line in the e-mail submission shall state the TORFP #J00P7200002. The first file will be the TO Proposal technical response to this TORFP and shall be titled, "CATS+ TORFP #J00P7200002 Technical". The second file will be the financial response to this CATS+ TORFP and shall be titled, "CATS+ TORFP #J00P7200002 Financial". The following proposal documents shall be submitted with required signatures as .PDF files with signatures clearly visible:

- Attachment 1 – Price Proposal
- Attachment 2 - MBE Forms A and B
- Attachment 4 - Conflict of Interest Affidavit and Disclosure
- Attachment 5 – Labor Classification Personnel Resume Summary
- Attachment 7 – Non-Disclosure Agreement (Offeror)
- Attachment 10 – Living Wage Affidavit of Agreement
- Attachment 14– Privacy Protection Policy Affidavit
- Attachment 17 – Certification Regarding Investments in Iran

### 1.4 ORAL PRESENTATIONS/INTERVIEWS

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

### 1.5 MINORITY BUSINESS ENTERPRISE (MBE)

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

### 1.6 CONFLICT OF INTEREST

The TO Contractor awarded the TOA may provide IT consulting services for State agencies or component programs with those agencies, and shall do so impartially and without any conflicts of interest. Each Master

Contractor shall complete and include a Conflict of Interest Affidavit in the form included as Attachment 4 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.

### **1.7 NON-DISCLOSURE AGREEMENT (OFFEROR)**

Certain system documentation may be available for potential Offerors to review at a reading room at the Office of Information Resources (OIR) One Orchard Road, Glen Burnie, Maryland 21060. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement in the form of Attachment 7. 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 TOA in order to fulfill the requirements of the TOA. The TO Contractor, employees and agents who review such documents will be required to sign, including but not limited to, a Non-Disclosure Agreement in the form of Attachment 8.

### **1.8 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 TOA amount.

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

The Department of Information Technology (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+ task orders (TO). This process shall typically apply to active TOs for operations, maintenance, and support valued at \$1 million or greater, but all CATS+ TOs are subject to review.

Attachment 9 is the TO Contractor Self-Reporting Checklist. DoIT will send initial checklists out to applicable TO Contractors approximately three months after the award date for a TO. The TO Contractor shall complete and return the checklist as instructed on the checklist. Subsequently, at six month intervals from the due date on the initial checklist, the TO Contractor shall update and resend the checklist to DoIT.

### **1.10 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 17 of this TORFP.

## SECTION 2 – SCOPE OF WORK

### 2.1 PURPOSE

MVA- OIR is issuing this CATS+ TORFP to obtain support for the various MVA Vehicle and Driver Services Systems. These systems are developed using MicroFocus APS Master Builder and On-Line Express to generate COBOL code.

The MVA shall award this task order (TO) to one Master Contractor that can propose a team of resources to best satisfy the Task Order requirements. The MVA intends to award this task order to a Single Master Contractor. Selection for award shall be based on the proposal that presents the best value to the MVA and State.

### 2.2 REQUESTING AGENCY INFORMATION

MDOT MVA Headquarters is located at 6601 Ritchie Highway, Glen Burnie, MD 21062. The MVA is a business unit of MDOT and is responsible for the issuance of motor vehicle titles, tags, identification cards and licenses as well as providing information to other agencies. The MVA is focusing its approach on effective and efficient delivery of government services through the implementation of Managing for Results, which is a management approach that focuses on results as well as processes.

Software Development is a team within the OIR providing development, support and maintenance for the various information systems of the MVA.

The objective of the CATS+ TORFP is to obtain five (5) qualified resources to provide on-going, on-site Application Software Development and/or support for various mainframe application systems.

#### MANAGEMENT ROLES AND RESPONSIBILITIES

- *TO Procurement Officer* – MDOT representative responsible for managing the solicitation and award process, change order process and resolution of Contract scope issues.
- *TO Manager* – 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 preparing the solicitation, review and approval of proposed change orders, review and approval of proposed substitution of personnel, reviewing and disapproving invoices and monitoring and reporting TO Contractor personnel performance.
- *TO Contractor Key Management Personnel* – Representative of the TO Contractor who oversees their personnel assigned under this contract. This representative will be the point of TO 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.

### 2.3 SYSTEM BACKGROUND AND DESCRIPTION

The MVA IBM systems are managed by two internal Software Development teams, Vehicle Systems and Driver License Systems. The Vehicle Services Systems support the services necessary required to title and register vehicles while the Driver License Services Systems support the services necessary to provide accurate driver record data. The Vehicle and Driver License Service Systems are composed of a library of routines and processes available to all MVA batch and on-line processing, invoked to handle printing, date verifications and conversions,

database access and program error handling. The Vehicle and Driver Services Systems Architecture is based on DB2 database applications, made up of both batch and CICS programs that run on an IBM Z/OS 2086-A04 mainframe located at the OIR in Glen Burnie, Md.

In addition to the traditional IBM COBOL/CICS/DB2 systems, the MVA's Vehicle Systems team built and maintains a three tier distributed COBOL system, TARIS GUI, using the Micro Focus Net Express 4.0 product. The TARIS GUI system is a three tier architecture utilizing a GUI/COBOL client running on a Windows desktop networked to Net Express COBOL middleware and an IBM DB2 database. The system is distributed across a Windows based network that connects the MVA's branch offices throughout the State to the MVA data center in Glen Burnie, Maryland. The MVA is currently in the process of upgrading Net Express to the Micro Focus Visual COBOL product.

Lastly, most COBOL Software development and maintenance is performed on Programmer Windows/PC workstations that are part of the MDOT network using Micro Focus MainFrame Express which includes AppMaster Builder and On-Line Express – note Micro Focus has rebranded these products as Master Enterprise Express Edition. Software testing and implementation is done on the IBM mainframe. Mainframe COBOL source code and JCL are secured using CA Endeavor, a software configuration management product. AppMaster Builder source code is secured at the server level using Serena Changeman, another software configuration management tool. All tools will be provided by MVA.

## **2.4 PROFESSIONAL DEVELOPMENT**

IBM Mainframe technology and software products continuously change. The TO Contractor shall ensure continuing education opportunities for their personnel are provided. This education would be associated with the technologies currently utilized by 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 task order. Actual course costs are the responsibility of the TO Contractor.

## **2.5 REQUIREMENTS**

### **2.5.1 TO CONTRACTOR RESPONSIBILITIES**

- A. The TO Contractor shall provide resources with the Skills and Experience Level Requirements specified in Section 2.8.
- B. The TO Contractor development process will conform to State of Maryland's Software Development Life Cycle (SDLC) process. A link to the Maryland Department of Information Technology's Software Development Lifecycle is noted below:  
<http://doit.maryland.gov/SDLC/Pages/SDLCHome.aspx>
- C. The TO Contractor shall follow MVA's current software development, quality assurance, test, and production support test processes unless the MVA agrees in writing to a change in these processes.
- D. The TO Contractor shall use the MVA's current on site IBM Development and Production environments for all application development performed unless the MVA agrees in writing to a change in these environments.
- E. If a critical problem occurs that requires some of the MVA technical staff to work outside of the normal workday, the TO Contractor shall be required to work outside of the normal workday (defined as Monday through Friday from 8am to 5pm) to support the MVA team. Note: On average



there is one problem a month which requires work outside of the normal workday. The average duration of the problem is 1-2 hours.

- F. The TO Contractor shall submit a Monthly Status Report per Section 2.6.B that includes:
- a) Work accomplished during the reporting period to include hours entered against task with MVA-provided project management tools, to be used for updating work plans;
  - b) Planned activities for the next reporting period via new tasks, to be used for updating work plans with MVA-provided project management tools; and
  - c) A time report of the hours worked by each of the TO Contractor personnel during the month.
- G. On a monthly basis the TO Contractor shall provide a current Contact List per Section 2.6.2, of TO Contractor staff to include business, home and mobile telephone numbers in the event the MVA requires support for a critical or emergency situation such as outlined in Section 2.5.5 Service Level Agreement.
- H. The TO Contractor will assist the MVA in transforming the MVA's Legacy IBM systems such that the systems can accommodate increased adaptability for new products, legislative changes, new data types, and interfaces to Federal and other state agencies. The work will include reusing and refactoring existing, core business logic by providing new user interfaces (typically Web interfaces), sometimes through the use of techniques such as screen scraping and service-enabled access (e.g., through Web services). These and any TO Contractor recommended techniques will allow the MVA to better understand their existing code assets (using discovery tools), provide new user and application interfaces to existing code, improve workflow, contain costs, minimize risk, and have classic qualities of service (near 100% uptime, security and scalability). Changes to the MVA's IBM based systems have been traditionally time consuming and difficult to implement. Most interfaces to other systems are accomplished utilizing DB 2 Stored procedures. Implementation of new data types into the DB2 database are extremely time and resource consuming. The TO Contractor shall provide as part of their response to this TORFP their approach and ideas for assisting the MVA in transforming/updating the MVA's Legacy IBM systems.
- I. The TO Contractor will assist the MVA in managing the TARIS GUI system which was built using the Micro Focus Net Express products. The TARIS GUI system is a three tier architecture utilizing a GUI/COBOL client running on a Windows PC networked to Net Express COBOL middleware and an IBM DB2 database. The MVA is in the process of upgrading the Net Express product to the Visual COBOL product.
- J. The TO Contractor shall adhere to the MVA OIR standards. Any deviation from a standard is subject to approval in accordance with OIR Standard 11.2.5 Technical Standards Exemptions (Attachment 15). Access to specific standards will be made available upon request.
- K. The TO Contractor shall provide ongoing support for various MVA applications, including but not limited to the COBOL systems (see Attachment 11).
- L. The TO Contractor shall comply with and adhere to all Legislative Authority set forth by the State of Maryland:
- Federal Driver Privacy Protection Act (DPPA)
  - Federal Health Insurance Portability and Accountability Act (HIPAA)
  - Federal Health Information Technology for Economic and Clinical Health Act (HITECH)
  - Federal Homeland Security Act (HSA)
  - Federal Information Security Management Act (FISMA)
  - Federal Privacy Act
  - Federal RealID Act

- M. The TO Contractor shall not connect any of its own equipment to a State LAN/WAN without prior written approval by the State. The TO Contractor shall complete all necessary paperwork for access to the State's site.

### 2.5.2 TO CONTRACTOR'S PERSONNEL REQUIREMENTS

The TO Contractor shall propose one (1) Senior COBOL Developer/Architect, and four (4) Senior COBOL Developers. The MVA currently has a staff of three contractor IBM Developers that are assigned to provide MAINFRAME Driver and Vehicle applications support.

- A. Senior COBOL Developer/Architect - The Senior COBOL Developer/Architect shall design, develop and deliver technical software documentation, code, components, and subsystems. The Architect will translate detailed requirements into detailed design and architecture specifications. The Architect shall have design and build experience in IBM COBOL/DB2, Micro Focus Master Enterprise Express Edition, and integration with the Microsoft .Net environment. The Architect will adhere to the DOIT SDLC methodology, standards, code reviews and leading software engineering practices. The Architect will enforce process and review output of Senior COBOL Developers to ensure predictability and quality of deliverables. As needed the Architect will provide thought leadership, sound analytical skills and problem solving skills needed
- B. Two (2) Senior COBOL Developers (Driver License Systems) - The Senior COBOL Developers will develop functional requirements and software that support the MVA's Driver License systems. The Senior Developers will utilize the tools and skills noted in Section 2.8. The Developers will be responsible for developing software solutions in accordance with assigned projects and tasks. The Developers should possess a strong background in building scalable, predictable, high-quality and high-performance applications which integrate with the Microsoft technology stack. The Developers will contribute in analyzing, designing, coding, testing, debugging, documenting and supporting the Driver License systems.
- C. Two (2) Senior COBOL Developer (Vehicle Systems) - The Senior COBOL Developers will develop functional requirements and software that support the MVA's Vehicle systems. The Senior Developers will utilize the tools and skills noted in Section 2.8. The Developers will be responsible for developing software solutions in accordance with assigned projects and tasks. The Developers should possess a strong background in building COBOL/Visual COBOL and/or Net Express scalable, predictable, high-quality and high-performance applications which integrate with the Microsoft technology stack. The Developer will contribute in analyzing, designing, coding, testing, debugging, documenting and supporting the Vehicle systems.

### 2.5.3 WORK ORDER PROCESS

The MVA shall submit Work Orders for all requested work for the time and material on "as needed" basis only from the TO Contractor (Attachment 12). The work order process for the MVA is as follows:

- A) Services shall be provided via a Work Order process using the pre-approved fully-loaded labor rates applicable to their labor categories.
- B) The TO Manager shall e-mail a Work Order request to the TO Contractor to provide services. The request may include:
- Technical requirements and description of the services needed;
  - Performance objectives and/or deliverables, as may be applicable;

- Due date and time for submitting a response to the request;
  - Performance testing period;
  - Other specific information as requested from the TO Contractor.
- C) The TO Contractor shall e-mail a response to the TO Manager within the specified time and include at a minimum:
- A response that details the TO Contractor's understanding of the work;
  - A description of the proposed work plan in narrative format including time schedules, and if required a Work Breakdown Structure (WBS) chart. This description shall include a schedule of resources including proposed subcontractors and related tasks, including an explanation of how tasks shall be completed.
  - Identification of those activities or phases that can be completed independently or simultaneously versus those that shall be completed before another activity or phase can commence.
  - Required place(s) where work shall be performed;
  - State-furnished information, work site, and/or access to equipment, facilities, or personnel;
  - The personnel resources, including those of subcontractors, and estimated hours to complete the task.
- D) The TO Manager will review the response and will either approve the work and provide an NTP, or contact the TO Contractor to obtain additional information, clarification or revision to the Work Order. If satisfied, the TO Manager will then provide the NTP.
- E) If time is of the essence, as determined by the TO Manager, and does not permit completion of work to be initiated by this method, the TO Manager will contact the TO Contractor by any method and request services within the time frames established by the Service Level Agreement for normal or emergency maintenance.
- F) The TO Contractor shall prepare software releases and stage at the MVA for validation in the IBM test environment. The MVA will perform testing for authorization to proceed. The MVA will have the ability to manage the distribution of these releases to the multiple sites that are networked using MVA/MDOT supplied network and software distribution tools, while the TO Contractor retains the responsibility for putting the change into production at all sites. To support this requirement the TO Contractor shall propose, provide and fully describe their solution for updating all sites with any new software releases.

#### 2.5.4 WORK HOURS

- A) Business Hours - The TO Contractor resources shall support the MVA Monday through Friday between 8:00 AM to 5:00 PM local time. All TO Contractor software support resources shall work at the MVA Glen Burnie Headquarters (except for state holidays, furlough days, service reduction days, or any other State designated closure, or approved leave) in order to receive and respond to questions and problem requests from the OTTS help desk.

B) Non Business Hours - Some off-hour response, where the TO Contractor's resources shall be required to work at the MVA headquarters building, may be needed depending on the critical level of an 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. See Section 2.5.5 Service Level Agreement below.

### 2.5.5 SERVICE LEVEL AGREEMENT

Service Levels	Priority	Resolve Within	Response Availability	Business & Financial Exposure	Work Outage	Users Affected	Workaround
5	Critical	2 hours or less	1 hour response Monday-Friday 8am-5pm, 4 hour response all other hours	The issue creates a serious business or, financial exposure or public safety risk.	This causes the systems or clients to be unable to work, or perform some significant portion of their job, or impacts public safety systems.	The issue affects a majority of users, high profile users (i.e. first responders, executive management, and critical systems) or involves public safety systems.	There is no acceptable workaround to the problem (i.e. the job cannot be performed in any other way)
4	Emergency	4 hours or less	2 hour response Monday-Friday 8am-5pm, 8 hour response all other hours	The issue creates a serious business risk, financial exposure or public safety risks.	The issue causes the systems or Users to be unable to work, or unable to perform some significant portion of their job, or impacts public safety and transportation.	The issue affects a majority of users, high profile users i.e. first responders, executive management, and critical systems) or involves a public safety systems	There is no acceptable workaround to the problem (i.e. the job cannot be performed in any other way.)
3	Urgent	24 hours or less	4 hour response Monday-Friday 8am-5pm. 12 hour response all other hours	The issue creates a serious business risk, financial exposure or public safety risk.	The issue causes the systems or Users to be unable to work, or perform some portion of their job, or impacts public safety and transportation.	The issue affects a majority of users, high profile users (i.e. first responders, executive management, and critical systems) or involves a public safety system.	There may or may not be an acceptable workaround to the issue, however, system, service, or component degradation continues to exist.
2	Routine	7 Days or less	24 hour response Monday-Friday 8am-5pm.	The issue creates a low business risk, financial exposure or public safety risk	The User is unable to perform some small portion of their job, but they are still able to complete most other tasks. This may also include questions and request for information.	The issue affects one or multiple Users	There is likely an acceptable workaround to the probable. The system, service or component is experiencing minor performance degradation.
1	Low	30 Days or less	24 hour response Monday-Friday 8am-5pm.	The issue creates a very low business risk, financial exposure or public safety risk.	Request for service with ample lead time. This may also include questions and request for information.	The issue affects one or multiple Users	There is an acceptable workaround to the problem.

### 2.5.6 PERFORMANCE EVALUATION

TO Contractor personnel will be evaluated by the TO Manager or designee on a quarterly basis for each assignment performed during that period. The established performance evaluation and standards are included as Attachment 16.

Performance issues identified by the agency are subject to the mitigation process described in Section 2.5.7 below.

### 2.5.7 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 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.

### 2.5.8 SUBSTITUTION OF PERSONNEL

The TO Contractor shall only propose staff available at the time of the TO Proposal and that satisfy the personnel qualifications specified in the TO Proposal. After award, the substitution of personnel procedures is as follows.

- The TO Contractor may not substitute or temporarily reassign any TO 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.

## 2.6 **DELIVERABLES**

Deliverables will be as follows:

### A. Personnel

The TO Contractor shall be responsible for providing, on a continual basis for all assigned tasks, the personnel required (resources) in the TORFP within the timeframe required as specified by the TO Manager.

## B. Monthly Status Report

Contractor personnel shall submit monthly status reports to the TO Manager. The status reports shall be submitted on the last business day of each month and shall contain, as a minimum, the following information:

- a) Work accomplished during the reporting period via hours entered against tasks to be used for updating work plans;
- b) Planned activities for the next reporting period via new task, to be used for updating work plans with MVA-provided project management tools; and
- c) A time report of the hours worked by each of the TO Contractor personnel during the month.

## C. Deliverable Chart

<b>ID #</b>	<b>Deliverable Description</b>	<b>Acceptance Criteria</b>	<b>Due Date / Frequency</b>
2.6.1	Monthly Status Report	<ul style="list-style-type: none"><li>• Work accomplished during the reporting period to include hours entered against task with MVA-provided project management tools, to be used for updating work plans;</li><li>• Planned activities for the next reporting period via new tasks, to be used for updating work plans with MVA-provided project management tools; and</li><li>• A time report of the hours worked by each of the TO Contractor personnel during the month.</li></ul>	Due Last Business day of Month.
2.6.2	Contact List	<ul style="list-style-type: none"><li>• List of all current TO Contractor staff</li><li>• Staff Addresses</li><li>• Home and mobile telephone numbers</li></ul>	Due Last Business day of Month.

## 2.7 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES

The TO Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting information technology projects, which may be created or changed periodically. The TO Contractor shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards and guidelines affecting project execution. 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 Policies
- 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.
- The TO Contractors shall provide the MVA with all newly developed software code for code analysis verification in compliance with the MVA/OIR Code Analysis Standard.
- CMMI (Capability Maturity Module Integration) is a process improvement maturity module for the development of products and services. It consists of best practices for development and

maintenance activities that cover the product lifecycle from conception through delivery and maintenance. The TO Contractor will work with the MVA to set forth a process and procedures at CMMI Level 3.

## **2.8 TO CONTRACTOR PERSONNEL MINIMUM QUALIFICATIONS**

The TO Contractor shall propose, at a minimum one (1) Senior COBOL Developer/Architect, and four (4) Senior COBOL Developers. The MVA currently has a staff of three contractor Developers that are assigned to provide MAINFRAME Driver applications support. TO Contractor shall only propose one (1) resume for each resource requested; therefore only a total of five (5) resumes should be included in the proposal.

**2.8.1 Senior COBOL Developer/Architect -** The personnel shall possess COBOL Software development experience in an IBM DB2 environment. The Senior COBOL Developer/Architect shall have at least two (2) cumulative years of experience using Micro Focus APS Master Enterprise Express Edition CASE Tool to support application software created for an IBM COBOL/CICS and DB2 environment. The following minimum qualifications are mandatory.

- A. Ten (10) years experience in the past fifteen (15) years in Analysis, Design and Coding in Enterprise COBOL – 3.2.0, COBOL II – 1.4.0 JCL – z/OS, JES2 1.4, TSO/E –z/OS 1.4, ISPF – 5.2, CICS/TS – 3.12 QMF – 7.1, DB2 7.1 and SQLDDL
- B. 5+ years experience in IBM Main frame solutions architect role to include current and strong knowledge in software and hardware products or services, trends.
- C. 2+ years in Analysis, Design and Coding in Micro Focus APS Master Builder, recently rebranded as Master Enterprise Express Edition
- D. 2+ years Use of On-Line Express Version 5.0 for COBOL code generation
- E. 2+ years CA Endeavor (mainframe version) and Serena Changeman for software configuration management.
- F. 1+ years experience in Analysis, Design and Coding in MicroFocus Visual COBOL and/or Net Express 4.0 or 5

**2.8.2 Senior COBOL Developers, Driver License Systems-** The personnel shall possess COBOL Software development experience in an IBM DB2 environment. The Senior COBOL Developer/ shall have at least two (2) cumulative years of experience using Micro Focus APS Master Enterprise Express Edition CASE Tool to support application software created for an IBM COBOL/CICS and DB2 environment. The following minimum qualifications are mandatory.

- A. Ten (10) years experience in the past fifteen (15) years in Analysis, Design and Coding in Enterprise COBOL – 3.2.0, COBOL II – 1.4.0 JCL – z/OS, JES2 1.4, TSO/E –z/OS 1.4, ISPF – 5.2, CICS/TS – 3.12 QMF – 7.1, DB2 7.1 and SQLDDL
- B. 2+ years in Analysis, Design and Coding in Micro Focus APS Master Builder, recently rebranded as Master Enterprise Express Edition
- C. 2+ years Use of On-Line Express Version 5.0 for COBOL code generation
- D. 2+ years CA Endeavor (mainframe version) and Serena Changeman for software configuration management.

**2.8.3 Senior COBOL Developers, Vehicle Systems -** The personnel shall possess COBOL Software development experience in an IBM DB2 environment. The Senior COBOL Developer/ shall have at least two (2) cumulative years of experience using Micro Focus APS Master Enterprise Express Edition CASE Tool to support application software created for an IBM COBOL/CICS and DB2 environment. The following minimum qualifications are mandatory.

- A. Ten (10) years experience in the past fifteen (15) years in Analysis, Design and Coding in Enterprise COBOL – 3.2.0, COBOL II – 1.4.0 JCL – z/OS, JES2 1.4, TSO/E –z/OS 1.4, ISPF – 5.2, CICS/TS – 3.12 QMF – 7.1, DB2 7.1 and SQLDDL
- B. 2+ years in Analysis, Design and Coding in Micro Focus APS Master Builder, recently rebranded as Master Enterprise Express Edition

- C. 2+ years Use of On-Line Express Version 5.0 for COBOL code generation
- D. 2+ years CA Endeavor (mainframe version) and Serena Changeman for software configuration management.
- E. 2+ years of experience in analysis, design and coding in the Micro Focus Visual COBOL or Net Express 4.0 or 5 software product.

## 2.9 TO CONTRACTOR EXPERTISE REQUIRED

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

2.9.1 The following qualifications are highly desirable, but not mandatory. TO Contractors who are able to provide expertise in 2.9.1.A through 2.9.1.E will be strongly favored during the evaluation and recommendation phases of this process.

- A. AAMVA Unified Network Interface (UNI) –
  - a) Routing Validation. Knowledge of UNI routing validation for outbound and inbound message
  - b) Traffic Logging. Outbound and inbound message logging.
  - c) Undeliverable Message Processing.
- B. Knowledge of AAMVA’s Commercial Driver License Information System(CDLIS), Problem Driver Pointer (PDPS) System and Social Security On-Line Verification (SSOLV) systems and messages
- C. IBM Main frame related Web Services, CICS Transaction Server Version 3.1 and/or Web Services for DB2
- D. MicroFocus Modernization workbench
- E. MS Visual Studio

## 2.10 INVOICE SUBMISSION

Invoices will be submitted by the TO Contractor on a monthly basis by the 15th business day of each month for all work completed in the previous month. Invoices for O&M work shall be submitted within the first 5 business days of each month for the work performed in the previous month.

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS Plus 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 shall be submitted to the TO Manager for payment approval.

### 2.10.1 INVOICE FORMAT

- A) A proper invoice shall identify the Maryland Motor Vehicle Administration, labor category, associated TOA 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 Motor Vehicle Administration at the following address:

**Maryland Motor Vehicle Administration  
6601 Ritchie Highway, N.E.  
Glen Burnie, Md. 21062  
Attention: Accounts Payable Room 220**



- 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 TOA. In no event shall any invoice be submitted later than 60 calendar days from the TOA termination date.

## **2.11 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 the Maryland 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 Maryland MVA. Maryland 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.

## **2.12 PREMISES AND OPERATIONAL SECURITY**

Prior to commencement of work, TO Contractor employees and subcontractors to be assigned to perform work under the resulting TO 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 subcontractors’ 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 subcontractors 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 subcontractor 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 TO.

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 TO.

TO Contractor shall remove any employee from working on the resulting TO 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 is the sole responsibility and obligation of the TO Contractor and its subcontractors and no such costs shall be passed through to or reimbursed by the State or any of its agencies or units.

NOTE: Awarded TO Contractor shall submit notarized affidavit (Attachment 13) prior to the commencement of work; stating that a Criminal Justice Information Services (CJIS) background check has been conducted on all resources selected to work on this TORFP.

## **SECTION 3 - TO PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS**

### **3.1 REQUIRED RESPONSE**

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

#### **3.2.1 THE TECHNICAL PORTION OF THE TO PROPOSAL SHALL INCLUDE:**

A) Proposed Services

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

B) Proposed Personnel

- 1) Identify and provide resumes for all proposed personnel by labor category.
- 2) Documentation certifying that all proposed personnel meet the minimum required qualifications and possess the required certifications in Section 2.8.
- 3) Complete and provide at the interview, Attachment 5 – Labor Classification Personnel Resume Summary.
- 4) Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under this TOA.

C) MBE Participation

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

D) Subcontractors

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

E) Master Contractor and Subcontractor Experience and Capabilities

- 1) Master Contractor's experience and capabilities rendering services similar to those included in the TORFP and as outlined in Section 2.
- 2) Provide at least three (3) examples of work assignments that the proposed personnel have completed that were similar in scope to the one defined in this TORFP including performance on past State of Maryland contracts. Each of the three examples, to be provided at the interview, shall include a reference complete with the following:

- a) Name of organization.
  - b) Name, title, and telephone number of two (2) points-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.
- 3) Master 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 shall be from a client of which at least one should be a Software Development staff augmentation project and shall 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.
- 4) 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

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

G) Confidentiality

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

H) Privacy Protection Policy Affidavit (Attachment 14)

**3.2.2 THE FINANCIAL RESPONSE OF THE TO PROPOSAL SHALL INCLUDE:**

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

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

## **SECTION 4 - PROCEDURE FOR AWARDING A TO AGREEMENT**

### **4.1 EVALUATION CRITERIA**

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

### **4.2 TECHNICAL CRITERIA**

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

1. The Master Contractor and Subcontractors' Experience and Capabilities in Section 3.2.1.E 1- 4.
2. Personnel experience required in Section 2.8.
3. Proposed personnel work assignments in Section 2.5.1.
4. 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.
5. References in Section 3.2.1. E.2.

### **4.3 SELECTION PROCEDURES**

- 4.3.1 TO Proposals will be assessed throughout the evaluation process for compliance with the minimum personnel qualifications in Section 2.8 and quality of responses to Section 3.2.1 of the TORFP. Master Contractor proposals that fail to meet the minimum qualifications will be deemed not reasonably susceptible for award, i.e., disqualified, and their proposals eliminated from further consideration.
- 4.3.2 TO Proposals deemed technically qualified will have their financial proposal considered. All others will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.
- 4.3.3 The State will conduct interviews of all personnel proposed in each TO Proposal that meets the minimum qualifications.
- 4.3.4 Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.
- 4.3.5 The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment.

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

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

**ATTACHMENT 1 - PRICE PROPOSAL**

**PRICE PROPOSAL FOR CATS+ TORFP # J00B3400076  
LABOR CATEGORIES**

TO Contractor are to proposed 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, traveling, and all administrative overhead. The total number of hours are not to be construed as “guaranteed” hours; the total number of hours is an estimate only.

<b>Labor Categories</b>	<b>A</b>	<b>B</b>	<b>C</b>
	<b>Hourly Labor Rate</b>	<b>Total Class Hours Annually</b>	<b>Total Proposed CATS+ TORFP Price</b>
<b>Year 1 (January 1, 2014 – Dec 31, 2014)</b>			
Resource #1 – Insert Labor Category	\$	2080	\$
Resource #2 – Insert Labor Category	\$	2080	\$
Resource #3 – Insert Labor Category	\$	2080	\$
Resource #4 – Insert Labor Category	\$	2080	\$
Resource #5 – Insert Labor Category	\$	2080	\$
		<b>Total Year #1</b>	\$
<b>Year 2 (Jan 1, 2015 – Dec 31, 2015)</b>			
Resource #1 – Insert Labor Category	\$	2080	\$
Resource #2 – Insert Labor Category	\$	2080	\$
Resource #3 – Insert Labor Category	\$	2080	\$
Resource #4 – Insert Labor Category	\$	2080	\$
Resource #5 – Insert Labor Category	\$	2080	\$
		<b>Total Year #2</b>	\$
<b>Year 3 (Jan 1, 2016 – Dec 31, 2016)</b>			
Resource #1 – Insert Labor Category	\$	2080	\$
Resource #2 – Insert Labor Category	\$	2080	\$
Resource #3 – Insert Labor Category	\$	2080	\$
Resource #4 – Insert Labor Category	\$	2080	\$
Resource #5 – Insert Labor Category	\$	2080	\$
		<b>Total Year #3</b>	\$
<b>Year 4 (Jan 1, 2017 – Dec 31, 2017)</b>			
Resource #1 – Insert Labor Category	\$	2080	\$
Resource #2 – Insert Labor Category	\$	2080	\$
Resource #3 – Insert Labor Category	\$	2080	\$
Resource #4 – Insert Labor Category	\$	2080	\$
Resource #5 – Insert Labor Category	\$	2080	\$
		<b>Total Year #4</b>	\$
<b>T &amp; M (January 1, 2014 through December 2017) *</b>			\$
<b>TOTAL OF YEARS PLUS T&amp; M</b>			

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Authorized Individual Name

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Company Name

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Title

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Company Tax ID #

The Hourly Labor Rate is the actual rate the State will pay for services and shall be recorded in dollars and cents. The Hourly Labor Rate cannot exceed the Master Contract Rate, but may be lower, and shall include all direct and indirect costs including all travel costs and profit for the Master Contractor to perform under the TOA. Time for travel will be reimbursed as allowed in Section 2.2.4 of the Master Contract.

SUBMIT WITH THE FINANCIAL RESPONSE



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

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

**CATS+ TORFP # J00B3400076**

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

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

**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. J00B3400076, 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 subgoals, 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

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

(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.

**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

\_\_\_\_\_  
Bidder/Offeror Name

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

*(PLEASE PRINT OR TYPE)*

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

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

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

**SUBMIT THIS AFFIDAVIT WITH MASTER CONTRACT PROPOSAL**

**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

**\*\*\* STOP \*\*\***

**FORM INSTRUCTIONS**  
**PLEASE READ BEFORE COMPLETING THIS FORM**

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/manufacturer, 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.

## PART 1 – INSTRUCTIONS FOR MBE PARTICIPATION SCHEDULE

- 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).

GOAL/SUBGOAL WORKSHEET	
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.	

# 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 \_\_\_

<b>Prime Contractor</b>	<b>Project Description</b>	<b>SECTION 5 SOLICITATION NUMBER</b>
		J00B3400076

**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 <u>and</u> 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/>	<p><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></p> <p style="text-align: center;"><b>_____ % (Percentage for purposes of calculating achievement of MBE Participation goal and subgoals, if any)</b></p> <p><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></p> <p>_____ % Total percentage of Supplies/Products</p> <p><b>x _____ 60% (60% Rule)</b></p> <p style="text-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.

<b>Prime Contractor</b>	<b>Project Description</b>	<b>SECTION 6 SOLICITATION NUMBER</b>

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 <u>and</u> 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> _____ (If dually certified, check only one box.) <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 _____	3.1. <b><u>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).</u></b>  <div style="background-color: #cccccc; padding: 5px; text-align: center;">                     _____ % (Percentage for purposes of calculating achievement of MBE Participation goal and subgoals, if any)                 </div> 3.2 <b><u>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).</u></b>  _____ % Total percentage of Supplies/Products  <div style="text-align: center;"> <b>x _____ 60% (60% Rule)</b> </div> <div style="background-color: #cccccc; padding: 5px; text-align: center;">                     _____ % (Percentage for purposes of calculating achievement of MBE Participation goal and subgoals, if any)                 </div>

Please check if Continuation Sheets are attached.

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

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

**SECTION 7**

**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.

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Company Name  
Signature of Representative  
Printed Name and Title  
Address  
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. \_\_  
J00B3400076\_\_\_\_\_, 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>
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**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

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

Report #: _____  Reporting Period (Month/Year): _____  <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>  <b>Note: Please number reports in sequence</b>	Contract #: _____ Contracting Unit: _____ Contract Amount: _____ MBE Subcontract Amt: _____ Project Begin Date: _____ Project End Date: _____ Services Provided: _____
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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> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 35%; text-align: center;"><u>Invoice#</u></th> <th style="width: 35%; text-align: center;"><u>Amount</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> <tr> <td colspan="3"><b>Total Dollars Paid: \$</b> _____</td> </tr> </tbody> </table>		<u>Invoice#</u>	<u>Amount</u>	1.			2.			3.			4.			<b>Total Dollars Paid: \$</b> _____			<b>List dates and amounts of any outstanding invoices:</b> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 35%; text-align: center;"><u>Invoice #</u></th> <th style="width: 35%; text-align: center;"><u>Amount</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> <tr> <td colspan="3"><b>Total Dollars Unpaid: \$</b> _____</td> </tr> </tbody> </table>			<u>Invoice #</u>	<u>Amount</u>	1.			2.			3.			4.			<b>Total Dollars Unpaid: \$</b> _____		
	<u>Invoice#</u>	<u>Amount</u>																																				
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	<u>Invoice #</u>	<u>Amount</u>																																				
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2.																																						
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)
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This form must be completed by  
MBE subcontractor

**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>		
List all payments received from Prime Contractor during reporting period indicated above.		List dates and amounts of any unpaid invoices over 30 days old.
<u>Invoice Amt</u>	<u>Date</u>	<u>Invoice Amt</u>
1.		1.
2.		2.
3.		3.
Total Dollars Paid: \$ _____		Total Dollars Unpaid: \$ _____
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)
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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 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 # #J00P7200002 OF MASTER CONTRACT # 060B2490023

This Task Order Agreement (“TO Agreement”) is made this **day** of **Month**, 200**X** by and between **MASTER CONTRACTOR** and the STATE OF MARYLAND, Maryland Motor Vehicle Administration.

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

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
  - a. “Agency” means the Maryland Motor Vehicle Administration, as identified in the CATS+ TORFP # #J00P7200002.
  - b. “CATS+ TORFP” means the Task Order Request for Proposals # #J00P7200002, dated **MONTH DAY, YEAR**, including any addenda.
  - c. “Master Contract” means the CATS+ Master Contract between the Maryland Department of Information Technology and **MASTER CONTRACTOR** dated \_\_\_\_\_.
  - 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 the Maryland Motor Vehicle Administration and **MASTER 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 Proposal - Technical” means the TO Contractor’s technical response to the CATS+ TORFP dated **date of TO Proposal – Technical**.
  - i. “TO Proposal – Financial” means the TO Contractor’s financial response to the CATS+ TORFP dated **date of TO Proposal - FINANCIAL**.
  - j. “TO Proposal” collectively refers to the TO Proposal – Technical and TO Proposal – Financial.
2. Scope of Work
  - 2.1. This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supercede the Master Contract.
  - 2.2. The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS+ TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
    - a. The TO Agreement,
    - b. Exhibit A – CATS+ TORFP
    - c. Exhibit B – TO Proposal-Technical
    - d. Exhibit C – TO Proposal-Financial

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

3. Time for Performance.

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS+ TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of [REDACTED], commencing on the date of Notice to Proceed and terminating on [MONTH DAY, YEAR].

4. Consideration and Payment

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

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

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

4.4 In addition to any other available remedies, if, in the opinion of the TO Procurement Officer, the TO Contractor fails to perform in a satisfactory and timely manner, the TO Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the TO Contractor to be reduced or withheld until such time as the TO Contractor meets performance standards as established by the TO Procurement Officer.

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

**TO CONTRACTOR NAME**

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

\_\_\_\_\_  
Date

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

STATE OF MARYLAND, **TO Requesting Agency**

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

\_\_\_\_\_  
Date

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

**ATTACHMENT 4 - Conflict Of Interest Affidavit And Disclosure**

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

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

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

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

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

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

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

SUBMIT AS A .PDF FILE WITH TECHNICAL RESPONSE

## ATTACHMENT 5 - Labor Classification 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 Technical proposal may be proposed under the CATS+ TORFP process.
3. For each person proposed in any of the labor categories, complete one Labor Category Personnel Resume Summary to document how the proposed person meets each of the minimum requirements. The 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.

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

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

<b>Proposed Individual's Name/Company:</b>	<b>How does the proposed individual meet each requirement?</b>
<b>LABOR CLASSIFICATION TITLE – (INSERT LABOR CATEGORY NAME)</b>	
Education: (Insert the education description from the CATS+ RFP from section 2.10 for the applicable labor category.)	
Experience: (Insert the experience description from the CATS+ RFP from section 2.10 for the applicable labor category.)	
Duties: (Insert the duties description from the CATS+ RFP from section 2.10 for the applicable labor category.)	

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

**TO Contractor's Contract Administrator:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Proposed Individual:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

SUBMIT WITH TO RESPONSE  
SIGNATURE REQUIRED AT THE TIME OF THE INTERVIEW

**ATTACHMENT 6 - Directions to the Pre-TO Proposal Conference**

Attachment intentionally left blank.

**ATTACHMENT 7 - NON-DISCLOSURE AGREEMENT (OFFEROR)**

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

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS+ TORFP ##J00P7200002 for **TORFP Title**. 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 referenced 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, the OFFEROR and such employees and agents of the 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. The OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.
8. The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

OFFEROR: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP



## ATTACHMENT 8 - NON-DISCLOSURE AGREEMENT (TO Contractor)

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

### RECITALS

**WHEREAS**, the TO Contractor has been awarded a Task Order Agreement (the "TO Agreement") for **TORFP Title** TORFP No. **J00P7200002** dated \_\_\_\_\_, (the "TORFP") issued under the Consulting and Technical Services Plus 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/TOContractor's Personnel:**

**TO Requesting Agency:**

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

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

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

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

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

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

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

## ATTACHMENT 9 – 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 TO Contractor is requested to complete and return this form by the **Checklist Due Date** below. TO 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 <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____	
C) Does each accepted substitution possess equivalent or better education, experience and qualifications than incumbent personnel? Yes <input type="checkbox"/> No <input type="checkbox"/> (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 ÷ 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 10 – 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 11 – MVA COBOL SYSTEMS**

Application	Category	Description	Language
ACD – AAMVANET Code Dictionary	Driver License Systems	AamvaNet connects all of the US Motor Vehicle Administrations, regardless of their name, various Government Agencies both State and Federal, private industry and the Canadian and Mexican Governments.	COBOL
ADJ – Adjudication	Driver License Systems	Updates the Soundex (sdx) database with hearing scheduled records, prints AJ-33 forms and updates header record as to when mailed.	COBOL
ALT – Alert System	Driver License Systems	The Alert System is used by MVA Hot Line Unit to record lost or stolen licenses reported, fraudulent license activity, and control the mail distribution of license ID cards.	COBOL
APD – Automated Purge Driver	Driver License Systems	Provides a means by which the Conviction Records of the SDX AUX database can be purged.	COBOL
APS - Administrative Per Se	Driver License Systems	Prints the license release cards, generate overnight printouts, post entries to APS conviction records.	COBOL
ASED - ASD Automotive Safety Enforcement Division	Vehicle System	ASD & SPO programs give the Automotive Safety Division of the Maryland State Police the ability to add, update, etc. the Safety Enforcement Repair Order Tickets.	COBOL
BCS – Bad Check System	Driver License Systems	Tracks bad checks by soundex number and case number. Notices are sent to the responsible parties. Flags are posted person / vehicle if payment not received in certain time frame.	COBOL
BSF – Be Safe System	Driver License Systems	Create listings or mailing labels for law enforcement units of drivers who are currently suspended and have multiple previous suspensions.	COBOL
CDLIS - Commercial Driver Licensing Information System	Driver License Systems	CDLIS is a system that communicates both on-line and batch with the other states to determine the eligibility of an individual to receive a Commercial Drivers License as well as to determine the status of any existing or new Commercial and non-commercial driver's license in other states.	COBOL
CER – Certified	Driver License Systems	Creates Certified copies of driver's records when requested	COBOL

CSE - Child Support Enforcement	Driver License Systems	The purpose of the CSE system is to allow the Department of Human Resources to select child support cases where the obligor (absent parent) is 60 days or more out of compliance with the most recent child support court order, and refer those obligors to the MVA so that their Maryland driver's license, or privilege to drive, will be suspended.	COBOL
CSS – Customer Survey	Driver License Systems	Used by MVA to generate customer survey mailers. This survey is used as a management tool to measure public feedback of MVA branch operations and MVA policy.	COBOL
DAE – Driver Alcohol Education	Driver License Systems	Used by MVA Driver Improvement and Alcohol Education Programs to schedule people for the Driver Improvement Program, Alcohol Education Program to schedule conferences and interviews.	COBOL
DARS - Direct Access Records System	Driver License Systems	Produces monthly invoices for Direct Access System.	COBOL
DPA - Driver Protection Act	Driver License Systems	Updates / maintains data base with Driver privacy indicator.	COBOL
DPS – Disability Permit System	Vehicle Systems	Interacts with a Contractor, MST, MS Access system to track disability tags and placards.	COBOL
DRT - DRATS	Driver License Systems	The Driver Record System is one of the systems involved in maintaining the accuracy of a person's driving record. It is the system that receives the primary input from the court system and all states to post to a driving record.	COBOL
eCT – Electronic Citations	Driver License Systems	Distributes and maintains accountability and statuses of electronic citations assigned to officers in law enforcement agencies.	COBOL
FHS – Financial History	Vehicle Systems	This system maintains TARIS financial transactions generated by MVA branches, ERT Contractors, KIOSK, Telephone and WEB	COBOL
FLG - Flagging System	Vehicle System	This system of programs receives input from various other systems (e.g. ASED, Automotive Safety Enforcement Division, ACIS (Automated Compulsory Insurance System), PVF, Parking Violation Flags), etc) and updates the MVA database by either placing or removing title flags and possible vehicle flags.	COBOL
INS - Insurance	Vehicle Systems	The Insurance System provides a means by which vehicular insurance company and policy numbers are entered into function, unloaded to a Datacap file, and subsequently loaded into the MVA database on a daily basis.	COBOL

IRP – International Registration Program	Vehicle Systems	The International Registration Program tracks the registration fees owed to the State of Maryland by truck drivers (residents and non-residents) who regularly drive in Maryland.	COBOL
JUV - Juvenile System	Driver License Systems	Updates and maintains (adds,changes,deletes) to the MVA Juvenile data base and generates reports	COBOL
LMS – License Monitor System	Driver License Systems	License monitoring service for subscribing companies submitting driver license numbers (SDXs) via an FTP'd flat file	COBOL
MCS – Motorcycle Safety System	Driver License Systems	This system provides on-line services including student enrollment, course completion, and report processing for the MVA Motorcycle Safety Division.	COBOL
NIC	Driver & Vehicle System	This system gives the ability to access driver & vehicle record information to many agencies, businesses, etc. that have the need to access such information	COBOL
NML - No Mail	Driver License Systems	Enables Maryland residents to prohibit the Motor Vehicle Administration from furnishing certain personal information to organizations or individuals seeking to create commercial mailing lists.	COBOL
NVR – National Voter Registration	Driver License Systems	Compares data from MVA, DHR, DHMH, MSDE and SABEL to identify individuals who are eligible to vote during the previous year and where served by these agencies.	COBOL
PBJ – Probation Before Judgment	Driver License Systems	Provide information on individuals that receive a probation before judgment from the court for all charges	COBOL
PDPS - Problem Driver Points System	Driver License Systems	PDPS is a system that communicates on-line and batch with a Nationwide database to determine if a driver is eligible for a license or determine the status of their license. Other states may also request a driver's history of a driver that is deemed to be a Maryland driver.	COBOL
PIN - Pin management system	Driver License Systems	This system interfaces to the WEB. It stores and retrieves information from the MVA database about the customer's PIN number as well as their email address and phone number.	COBOL
PMT - Preventive Maintenance for Trucks Tracking System	Vehicle System	The Preventive Maintenance for Trucks Tracking System is used by the State Police CVED (Commercial Vehicle Enforcement Division) to monitor the general working condition of large vehicles registered in the State. The system is organized according to the following four types of activities: batch updates, report generation, online inquiry and online update.	COBOL



PTG - Personalized Tag System	Vehicle System	This system is used during the process of issuing and ordering Personalized tags. The Dirty Word table is also maintained and checked when personalized plates are ordered for objectionable content.	COBOL
PTS – Points System	Driver License Systems	Records from District Court and various other systems are processed through the point system to add records with points and to calculate total points for an individual. Appropriate action is then taken.	COBOL
Public Safety	MVA	Driver License, Driver Reports, Vehicles and Title, Imaging, Disability Placard.	COBOL
REG – Registration Correction	Vehicle Systems	This system allows customer agents to perform corrections on vehicle records.	COBOL
RNW – Reg Renewal Pull	Vehicle Systems	This system is the monthly mechanism for producing vehicle renewal notices and vehicle flag notices.	COBOL
RPC – County Pride	Vehicle Systems	Allows customers to obtain a sticker which they can display with pride for the county in which they reside.	COBOL
RRF – Refund System	Vehicle Systems	This system allows MVA customer agents to issue refunds to deserving customers. ERT Contractors also submit transactions for refunds.	COBOL
RFR – Renewal of Fleet Registrations	Vehicle Systems	Allows for the processing of renewing registrations of companies with a “fleet” indication.	COBOL
ROV – Repeat Offender Violations	Driver License Systems	Suspend the Driver’s License of an individual with two or more subsequent offenses of driving while under the influence of alcohol within a five year period of time. It generates Suspension Notice and Ignition Interlock letters on a given schedule.	COBOL
SAM – Statewide Access Manual	Driver License Systems	Loads the statewide access manual to DB2 tables and then transactions can be used to access the manual using key words of paragraph and section identifiers. The manual should be accessible to anyone on the IBM system.	COBOL
SSN – Social Security	Driver License Systems	Allow users either to view or to update Social Security information in the database. The Social Security System interacts only with the MVA database.	COBOL
STA – Statistics	Driver License Systems	Provides miscellaneous statistical reporting capabilities as specified by the MVA client.	COBOL
STP - Stored Procedures	Driver License System & Vehicle System	This is a group of programs that are used to get data from the MVA database for various reasons and pass back the info to outside users (e.g. state police, DARS onWeb users, central tag users, ERT Contractors, web users, etc.)	COBOL

SUM – Summons Accounting & eCT	Driver License Systems	These systems keep an accounting of the ticket books and electronic citation numbers issued to various law enforcement agencies, what agency and who was assigned a ticket book and the disposition of each ticket	COBOL
STL – Stolen Vehicles	Vehicles Systems	The main function of the Stolen Cars System is to update the registration, serial and title areas of the MVA database for those vehicles that have been noted as stolen. This process ensures that no individual attempting to register a stolen vehicle goes undetected.	COBOL
TARIS - Title and Registration Issuance System	Vehicle System	TARIS, the MVA's Titling and Registration Information System, is primarily a batch-oriented collection of tools used by the MVA to support the processing of titling and registration requests for all vehicles registered in the state of Maryland. A significant amount of that processing involves the periodic renewal of vehicle registrations. TARIS is comprised of multiple subsystems to process all titling and registration transaction. The subsystems are (1) TWI - Taris Walk-in, (2) TBU - Taris Batch Update, (3) TRR - Taris Revenue Reporting, (4) TSR - Taris Statistical Reporting System	COBOL
TAX - Tax Distribution System	Vehicle System	The TAX and PLK programs are used to determine the number of vehicles that are registered in each county. As part of this system a file of addresses is created to be verified by the Melissa address software and the county is computed based on the address. Once all the necessary gyrations are completed a file or disc is created for each county and information is passed to DOT for further processing.	COBOL
UNI – Unified Network Interface	Driver License Systems	The interface connects the MVA with a central site that also connects to other states that provides information from other states. It is currently used by the CDL and PDP Systems.	COBOL
VEP – Vehicle Emissions Information Processing	Vehicle System	This mainframe system determines which cars are to be inspected for vehicle emissions and creates a file to send to the Contractor for mailing. The system also keeps track of which cars have been inspected and whether the inspection was done in a timely manner and assesses fines and flags vehicles for non-compliance. The Contractor sends VEP a file of those cars that have been tested.	COBOL

OAW – Outstanding Arrest Warrants	Driver License Systems & Enterprise Technology Systems	Outstanding Arrest Warrants is a dual platform system. The data is gathered from various Law Enforcement Agencies through an interface in the Client Server environment and then passes on to the mainframe to update a person's record	COBOL C# and ASP.net
DAS - DARS Accounting System	Driver License Systems	This system has two parts. One is PC based and the second is IBM Mainframe. The two systems pass files back and forth to support billing for use of DARS (Direct Access Records System) and NIC	COBOL & MS Access

**ATTACHMENT 12 – SAMPLE WORK ORDER**

WORK ORDER	Work Order #	Contract #

This Work Order is issued under the provisions of CATS+ Contract, J00B3400076 TORFP. The services authorized are within the scope of services set forth in the *Purpose* of the work order.

Purpose

Statement of Work

Requirements:

Deliverable(s), Acceptance Criteria and Due Date(s):

**Deliverables are subject to review and approval by AGENCY prior to payment.**  
*(Attach additional sheets if necessary)*

<u>Start Date</u>		<u>End Date</u>	
-------------------	--	-----------------	--

Cost				
Description for Task / Deliverables	Quantity (if applicable)	Labor Hours (Hrs.)	Labor Rate	Estimate Total
1.			\$	\$
2.			\$	\$
*Include WBS, schedule and response to requirements.		AGENCY shall pay an amount not to exceed		\$

**TO Contractor**

---

(Signature) TO Contractor Authorized Representative (Date)

---

POC (Print Name)

---

Telephone No.

---

Email:

**AGENCY Approval**

---

(Signature) AGENCY TO Manager (Date)

---

TO Manager (Print Name)

---

Telephone No.

---

Email:

**ATTACHMENT 13 – CRIMINAL BACKGROUND CHECK AFFIDAVIT**

**AUTHORIZED REPRESENTATIVE**

I HEREBY AFFIRM THAT:

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

- A. I hereby affirm that \_\_\_\_\_ ( Contractor) \_\_\_\_\_ has complied with **Section 2.12**, Security Requirements of Contract Number **J00B9200021**.
  
- B. I hereby affirm that the \_\_\_\_\_ (Contractor) \_\_\_\_\_ has provided \_\_\_\_\_ (Agency) \_\_\_\_\_ with a summary of the security clearance results for all of the candidates that will be working on contract **J00B9200021** \_\_\_\_\_ (Title and Number) \_\_\_\_\_ and all of these candidates have successfully passed all of the background checks required under **Section 2.12** of Contract Number **J00B9200021**. Contractor 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 contract.

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## ATTACHMENT 14 – PRIVACY PROTECTION POLICY AFFIDAVIT

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

1. \_\_\_\_\_ 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. \_\_\_\_\_ 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, \_\_\_\_\_ 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 limit access to personal information from public records in Maryland. Further, \_\_\_\_\_, 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. \_\_\_\_\_ agrees to keep a record for five (5) years of all persons to whom information is redisclosed 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. \_\_\_\_\_ 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. \_\_\_\_\_ 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 \_\_\_\_\_ 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 these presents to be executed.

Maryland Department of Transportation

Motor Vehicle Administration

Witness:

\_\_\_\_\_

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

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

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

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

Witness:

\_\_\_\_\_

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

TO Contractor

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

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

Approved as to form and legal sufficiency:

\_\_\_\_\_

Assistant Attorney General

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

**ATTACHMENT 15 – TECHNICAL STANDARDS EXEMPTIONS**

**MARYLAND DEPARTMENT OF TRANSPORTATION  
STANDARDS AND PROCEDURES MANUAL**

Section 11: Project Management

Unit 2: Project Development

Topic 5: Technical Standards Exemptions

**Description**

This topic addresses technical standards that may require an exemption during development of Information Technology (IT) projects.

**Purpose**

The purpose of this standard is to document what Office of Information Resources (OIR) expects when adherence to a technical standard is questionable.

**Standard**

Technical standards must be adhered to by all OIR project participants/teams. Information Technology (IT) projects must adhere to the OIR standards that are current at the time of development. Technical standards that are considered inappropriate for the project must be exempted by a Standards Committee recommendation and subsequently approved by the OIR Directors/Managers.

**Procedures**

<b>Responsibility</b>	<b>Step</b>	<b>Action</b>	<b>Output</b>
Project Team/Project Manager	1	Determines that compliance to a specific standard is inappropriate.	
	2	Prepares justification documentation.	Technical Standard Exemption Proposal.
	3	Submits proposal to Quality Management (QM).	Standards Committee Agenda Item.
QM	4	Includes item on the next scheduled Standards Committee meeting agenda.	
Standards Committee	5	Reviews exemption request and determines impact.	Impact Conclusion.
	6	Makes appropriate recommendation to OIR Directors/Managers.	Accepted/Rejected Exemption.
QM	7	Meets with OIR Directors/Managers and determines approval status.	Approved/Disapproved Technical Standard Exemption.
	8a	DISAPPROVED – Notifies Project Team/Project Manager of exemption rejection and to comply with standard.	Technical Standard Exemption Rejection.
	8b	APPROVED – Notifies Project Team/Project Manager to proceed with exemption to the technical standard.	Technical Standard Exemption.



**Guidelines**

1. The Standards Committee generally meets on the third Friday monthly. If a particular situation dictates, a special meeting will be called accordingly.
2. See Standards 11.1.2 and 11.2.3 for project impact and approval categories.

**Considerations**

None.

**Change History**

<b>Adopted</b>	<b>Brief Description</b>
1995/10/24	Adopted by the Quality Review Board (QRB).
1995/12/21	Corrected Volume Title and grammar in Standard Section.
2000/08/18	Revised and updated (approved by the Standards Committee).
2005/08/15	Under 'Standard' section, added verbiage about adherence of IT projects.
2005/08/19	Approved by the Standards Committee.
2005/09/08	Approved by the OIR/OTTS IT Directors/Managers and MVA/OIR Associate Administrator.
2007/09/06	Organizational changes were made; removed references to OTTS.

**Additional Information**

None.

**ATTACHMENT 16 – PERFORMANCE EVALUATION**

**CATS Task Order #/Description:** \_\_\_\_\_

**Name of Contractor being evaluated:** \_\_\_\_\_

<b>DEPENDABILITY</b>		Far Exceeds	Exceeds	Meets	Below	Far Below	Raw Score
Lateness, Punctuality		5		3	2	1	+
Compliance with TO Manager's Requirements for Pre-Approval of Leave		5		3	2	1	+
Total Raw Score							=
Total Raw Score	10		6 - 5	4 - 3			2
<b>Rating for Dependability</b>	Far Exceeds	Exceeds	Meets	Below	Far Below		
<b>INITIATIVE</b>		Far Exceeds	Exceeds	Meets	Below	Far Below	Raw Score
Contribution		5	4	3	2	1	+
Advancement in the field		5	4	3	2	1	+
Total Raw Score							=
Total Raw Score	10 - 9	8 - 7	6 - 5	4 - 3			2
<b>Rating for Initiative</b>	Far Exceeds	Exceeds	Meets	Below	Far Below		
<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	Meets	Below	Far	Raw

	Exceeds				Below	Score
Meeting Target & Timetables	5	4	3	2	1	+
Communication with TO Manager	5	4	3	2	1	+
Use of Time	5	4	3	2	1	+
Organization of Work Environment	5		3	2	1	+
Total Raw Score						=
Total Raw Score	20 - 18	17 - 14	13 - 10	9 - 6	5 - 4	
<b>Rating for Work Habits</b>	Far Exceeds	Exceeds	Meets	Below	Far Below	

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

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

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

INTERPERSONAL RELATIONSHIPS	Evaluation				
	Far Exceeds Standards	Exceeds Standards	Meets Standards	Below Standards	Far Below Standards
Customer Service	Consistently goes beyond the requirements to ensure that customer needs are met; consistently anticipates service needs of customers; consistently provides additional information or aid without request	Frequently goes beyond the requirements to ensure that customer needs are met; frequently anticipates service needs of customers; frequently provides additional information or aid without request	Always courteous and congenial with external and internal customers; provides requested assistance and information to others in a prompt and courteous manner	Marginally courteous; provides requested assistance and information to others in a less than prompt <u>or</u> courteous manner	Occasionally discourteous; occasionally does not provide assistance and information to others in a prompt <u>or</u> courteous manner
Communication	Facilitates clear and effective communication among involved parties; accurately interprets and transmits communications	Communicates clearly and concisely with a high degree of accuracy	Communicates openly; participates in team discussions	Rarely communicates openly; rarely participates in team discussion	Communicates ineffectively and unclearly
Cooperation			Actively cooperates with others to achieve goals of the organization; readily accepts direction from supervisors; supports team leader; develops and maintains cooperative working relationships with team and with others inside and outside the work unit	Reluctantly cooperates with others to achieve goals of the organization; reluctantly accepts direction from supervisors; minimally supports team leader; rarely develops and maintains cooperative working relationships with team <u>or</u> with others inside and outside the work unit	Uncooperative with others to achieve goals of the organization; resistant to direction from supervisors; rarely supports team leader; seldom develops and maintains cooperative working relationships with team <u>or</u> with others inside and outside the work unit

INTERPERSONAL RELATIONSHIPS (Continued)	Evaluation				
	Far Exceeds Standards	Exceeds Standards	Meets Standards	Below Standards	Far Below Standards
Tact			Consistently polite, respectful of others; considers the viewpoints of others; has a positive effect on people	Marginally polite and respectful; reluctantly considers the viewpoint of others	Rude and disrespectful; infrequently considers viewpoint of others; has a negative effect on people
Adaptability To Change	Presents positive out-look on changes and adjustments to work assignments or procedures; always includes suggestions or solutions as part of constructive criticism; motivation and productivity unaffected by unanticipated changes	Readily accepts change and adjustments to work assignments or procedures; usually makes suggestions or solutions as part of constructive criticism; motivation and productivity minimally affected by unanticipated changes	Accepts changes and adjustments to work assignments or procedures; criticizes constructively; cooperative in dealing with unanticipated changes	Does not easily accept changes and adjustments to work assignments or procedures; criticism not always constructive; not generally cooperative in dealing with unanticipated changes	Resistant to changes and adjustments to work; criticisms are not warranted; uncooperative in dealing with unanticipated changes

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



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

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

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

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**Signature of Contractor**

**Date**

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**Signature of Evaluator**

**Date**

**ATTACHMENT 17 – CERTIFICATION REGARDING INVESTMENTS IN IRAN**

**CERTIFICATION REGARDING INVESTMENTS IN IRAN**

1. 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.
  
2. The undersigned is unable to make the above certification regarding its investment activities in Iran due to the following activities:

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

**EXHIBIT A**

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

**Printed Name and Address  
of Employee or Agent**

**Signature**

**Date**

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

