



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

VTAM / TELCOMM & NETWORK CABLING SUPPORT

CATS+ TORFP #J01B3400045

**Maryland Department of Transportation (MDOT)
Office of Transportation Technology Services (OTTS)**

ISSUE DATE: 06/19/2014

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KEY INFORMATION SUMMARY SHEET

This CATS+ TORFP J01B3400045 is issued to obtain the services necessary to satisfy the requirements defined in Section 2 - Scope of Work. All CATS+ Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. Master Contractors choosing not to submit a proposal must submit a Master Contractor Feedback form. The form is accessible via your CATS+ Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu. In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS+ RFP issued by the Maryland Department of Information Technology (DoIT) and subsequent Master Contract Project Number 060B2490023, including any amendments.

TORFP Name:	VTAM/TELCOMM AND NETWORK CABLING SUPPORT
Functional Area:	FA 6 – Systems/Facilities Management & Maintenance
Project Number:	J01B3400045
TORFP Issue Date:	06/19/2014
Question Due Date and Time	Friday June 27, 2014 at 2:00 p.m. Local Time
Closing Date and Time:	Friday July 11, 2014 at 2:00 p.m. Local Time
TORFP Issuing Office:	Maryland Department of Transportation (MDOT) Office of Transportation Technology Services (OTTS)
Questions and Proposals are to be sent to:	TO Procurement Officer – Joseph Palechek Email Address: jpalechek@mdot.state.md.us
TO Procurement Officer	Joseph Palechek Office Phone: 410-865-1129 Fax number: 410-865-1388
TO Manager:	Ron Ward – TELCOMM, VTAM and Network Cabling Email Address: rgward@mdot.state.md.us Office Phone: 410-768-7607
TO Type:	Time and Material
Period of Performance:	Not to exceed 5 years
MBE Goal:	37%
Small Business Reserve (SBR):	No
VSBE Goal:	0%
Primary Place of Performance:	One Orchard Road Glen Burnie, Maryland 21060
State Furnish Work Site and/or Access to Equipment, Facilities or Personnel:	Office Desk Space and networked PC with email and software applications for on-site staff.
TO Pre-Proposal Conference:	There will be no Pre-proposal meeting for this TORFP

SECTION 1- ADMINISTRATIVE INFORMATION

1.1 TORFP SUBJECT TO CATS+ MASTER CONTRACT

In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS+ RFP issued by the Maryland Department of Information Technology (DoIT) and subsequent Master Contract Project Number 060B2490023, including any amendments.

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

1.2 ROLES AND RESPONSIBILITIES

Personnel roles and responsibilities under the TO:

- **TO Procurement Officer** – The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement scope issues, and for authorizing any changes to the TO Agreement.
- **TO Manager** - The TO Manager has the primary responsibility for the management of the work performed under the TO Agreement; administrative functions, including issuing written directions; ensuring compliance with the terms and conditions of the CATS+ Master Contract.
- The TO Manager will assign tasks to the personnel provided under this TORFP and will track and monitor the work being performed through the monthly accounting of hours deliverable for work types; actual work produced will be reconciled with the hours reported.
- **TO Contractor** – The CATS+ Master Contractor awarded the TO Agreement. The TO Contractor shall provide human resources as necessary to perform the services described in this TORFP Scope of Work.
- **TO Contractor Manager** - TO Contractor Manager will serve as primary point of contact with the TO Manager to regularly discuss progress of tasks, upcoming tasking, historical performance, and resolve any issues that may arise pertaining to the TO contractor support personnel. The TO Contractor Manager will serve as liaison between the TO Manager and the senior TO Contractor management.
- The TO Contractor will provide invoices as specified under Section 2.16 Invoicing. The TO Contractor is responsible for making payments to the TO Contractor personnel.
- **TO Support Personnel** – Any resource provided by the TO Contractor in support of this TORFP over the course of the TORFP period of performance.
- **Proposed Personnel** – Any individual named in the TO Proposal by the Master Contractor to perform work under the scope of this TORFP. Proposed personnel shall start as of TO Agreement issuance unless specified otherwise.
- **MDOT Contract Management Office (CMO)** –The CMO is responsible for management of the TO contract after award.

1.3 TO AGREEMENT

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

1.4 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 eight (8) MB, as two (2) separate emails in MS Word 2007 or ADOBE PDF 8.0 or greater format. The "subject" line in the e-mail submission shall state the TORFP #J01B3400045. The first email will be the TO Technical Proposal for this TORFP and shall be titled, "CATS+ TORFP #J01B3400045 Technical." The second email will be the TO Financial Proposal for this CATS+ TORFP and shall be titled, "CATS+ TORFP #J01B3400045 Financial." The following proposal documents must be submitted with required signatures as .PDF files with signatures clearly visible: No forms shall be altered.

- Attachment 1 – Price Proposal
- Attachment 2 - MBE Forms D-1 and D-2
- Attachment 4 - Conflict of Interest Affidavit and Disclosure
- Attachment 5 – Labor Category Personnel Resume Summary
- Attachment 9 – Living Wage Affidavit of Agreement
- Attachment 14 – Certification Regarding Investments in Iran
- Certifications- (If applicable)

NOTE: There is a file size limitation on inbound emails. Email shall be no more than eight (8) megabytes and cannot contain any executable extensions. Breaking proposals into multiple emails, if multiple emails are clearly marked as such (i.e., 1 of 3, 2 of 3, 3 of 3), is acceptable.

1.5 INTERVIEWS

Interviews will be required for this solicitation. All interviews shall be conducted in person upon request of the TO Manager. The TO Manager may elect to use phone interviews in the interest of time, any such decision shall be communicated at the time of the scheduling of the interviews. There shall be a block of time for interviews to be held, this information shall be communicated prior to the beginning of the actual interviews. Only candidates who are scheduled for and present themselves at the interview on the date(s) provided shall be considered for award. Any one failing to schedule or appear at an interview in the time block provided shall be deemed non-compliant and not considered for award. The interviews shall be scheduled on a first come first serve basis. Master Contractor shall coordinate interview of their resources with MDOT. Master Contractors are not required to accompany their respective resources to the interview.

1.6 MINORITY BUSINESS ENTERPRISE (MBE)

A Master Contractor that responds to this TORFP shall complete, sign, and submit all required MBE documentation (Attachment 2 - Forms D-1 and D-2) 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.**

1.7 CONFLICT OF INTEREST

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

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

By submitting a Conflict of Interest Affidavit and Disclosure, the Master Contractor shall be construed as certifying all personnel and subcontractors are also without a conflict of interest as defined in COMAR 21.05.08.08A.

1.8 NON-DISCLOSURE AGREEMENT

Certain system documentation may be available for potential Offerors to review at a reading room at 7201 Corporate Center Drive, PO BOX 548, Hanover, Maryland 21076. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement (Offeror) in the form of Attachment 6. Please contact the TO Manager of this TORFP to schedule an appointment.

In addition, certain documentation may be required by the TO Contractor awarded the TO Agreement in order to fulfill the requirements of the TO Agreement. The TO Contractor, employees and agents who review such documents will be required to sign, including but not limited to, a Non-Disclosure Agreement (TO Contractor) in the form of Attachment 7.

1.9 LIMITATION OF LIABILITY CEILING

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

1.10 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES

DoIT is responsible for contract management oversight on the CATS+ Master Contract. As part of that oversight, DoIT has implemented a process for self-reporting contract management activities of CATS+ TOs. This process shall typically apply to active TOs for operations, maintenance, and support valued at \$1 million or greater, but all CATS+ TOs are subject to review.

Attachment 8 is the TO Contractor Self-Reporting Checklist. DoIT will send initial checklists out to applicable TO Contractors approximately three (3) 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 (6) month intervals from the due date on the initial checklist, the TO Contractor shall update and resend the checklist to DoIT.

1.11 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 14 of this TORFP.

1.12 LIVING WAGE

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

A proposal submitted by an Offeror shall be accompanied by a completed Living Wage Affidavit of Agreement. See Attachment 9 for a copy of the Living Wage Affidavit Agreement.

1.13 CHANGE ORDERS

If the TO Contractor is required to perform work beyond the scope of Section 2 of this TORFP, or there is a

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

1.14 QUESTIONS

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

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

1.15 VETERAN OWNED SMALL BUSINESS ENTERPRISE (VSBE)

VSBE is not applicable to this TORFP

1.16 TRAVEL REIMBURSEMENT

Expenses for travel performed in completing tasks for this TORFP shall be reimbursed in accordance with the CATS+ Master Contract.

1.17 TO PRE-PROPOSAL CONFERENCE

There will be no Pre-Proposal Conference for this TORFP.

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SECTION 2– SCOPE OF WORK

2.1 PURPOSE

The MDOT OTTS wishes to continue to provide an IT computing infrastructure management program that is consistent with the State of Maryland and well-known Information Technology (IT) best practices and standards. MDOT Office of Procurement (OOP) is issuing this CATS+ TORFP to acquire the services from a TO Contractor to provide four (4) support resources for the OTTS Data Center. All resources shall start at Notice to Proceed (NTP). The TO Contractor shall be accountable for effectively and efficiently maintaining high availability, reliability and integrity network and systems described throughout this TORFP. It is expected that the Master Contractors offering resources for consideration for this TORFP shall provide resources that have current experience in providing the service / skill set(s) required and that they are Senior Level technicians. The scope of the required services is not intended for junior level or trainee resources. The Master Contractor shall provide full-time resources to provide the areas of expertise in each discipline described in response to this TORFP. MDOT OTTS intends to award this task order to one (1) TO Contractor that proposes a team of individual resources that can satisfy the Task Order requirements. Therefore, only Master Contractors submitting a proposal with a team of resources that can satisfy all Task Order requirements will be accepted for evaluation.

2.2 REQUESTING AGENCY INFORMATION

MDOT OTTS provides enterprise-wide infrastructure support to the MDOT Transportation Business Units (TBUs) and to its external mainframe customers, including Public Safety, the Comptroller's Office, and the Court System, among others. OTTS provides mainframe systems software support, database management, service desk, production data services, computer operations, security, application development, finance and logistics and network support at the enterprise level. To accomplish this support, OTTS uses a blend of both FTE (Full Time Employees) and contractors. Contractors work in conjunction with the FTE's and under the direct management of the specific discipline that the contractor is assigned to.

2.3 SYSTEM BACKGROUND AND DESCRIPTION

OTTS operates a twenty-four (24) hours a day, seven (7) days a week data center and is tasked with providing all IT services for all TBUs within the MDOT. This includes but is not limited to State Highway Administration (SHA), Maryland Port Administration (MPA), Motor Vehicle Administration (MVA), MDOT Secretary's Office (TSO) including the Financial Management Information System (FMIS), Human Resources (HR), and Employee Management Information System (EMIS) Payroll, and many others. OTTS is responsible for the delivery and technical support of various software and hardware platforms so it is critical to the mission of OTTS to have a staff who have expertise in a wide variety of hardware and software support disciplines to assure timely delivery of services to our customers. The MDOT customer base includes all MDOT TBUs but also consists of third party or outside entities such as the Maryland State Police, Maryland Emergency Management and other business entities that require access to MDOT Systems and data. OTTS implements MDOT's IT vision, standards, architecture, and planning processing, along with providing internal data, information, and communications services to our clients. The failure of OTTS to provide services has Public Safety and Financial implications so it is of paramount importance that the Key Personnel are able to respond to issue quickly using the tools in which MDOT has made a significant investment.

2.4 PROFESSIONAL DEVELOPMENT

Technology hardware platforms and software products continuously change. The TO Contractor shall ensure continuing education opportunities for the personnel provided. This education shall be associated with the technologies currently utilized by MDOT or anticipated to be implemented by MDOT in the near future. With MDOT's prior approval, the time allocated to these continuing education activities for staff deployed to

MDOT 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

At a minimum, the work to be accomplished by the TO Contractor Personnel under this TORFP shall consist of the following:

2.5.1 Virtual Telecommunications Access Method (VTAM) Support

The VTAM support resource reports to and takes assignments from the OTTS Wide Area Network (WAN) Manager. The table below lists some of the various duties of this resource and the frequency that the duties are performed. It should be noted that the nature of the functions performed by this resource is such that it shall require night time and weekend work periodically. The schedules shall be coordinated by the OTTS WAN Manager to assure, to the extent that it is possible, a regular 40 hour work week is maintained. OTTS is seeking one (1) VTAM Support resource for this TORFP. The VTAM Support resource shall perform in the following table, but is not limited to:

VTAM SUPPORT EXAMPLES OF WORK		FREQUENCY
2.5.1.1	Perform Bi-Weekly VTAM, TCP/IP, CA-SPOOL and NPF Configuration Changes on the MDOT mainframe in accordance with MDOT Data Center standards and procedures for documenting, reporting, and executing changes on the mainframe.	Bi-Weekly
2.5.1.2	Provide support to mainframe clients in troubleshooting problems that may be related to mainframe system and usage.	Daily
2.5.1.3	Provide monthly status reports to network manager of all activities related to VTAM & TCP/IP changes on the mainframe.	Monthly
2.5.1.4	Provide support of MDOT Mainframe Disaster Recovery planning.	Daily
2.5.1.5	Develop/update documentation, diagrams, and procedures relative to mainframe VTAM & TCP/IP operations, maintenance, performance, and connectivity.	Daily
2.5.1.6	Provide support of MDOT Mainframe Disaster Recovery testing at MDOT recovery site.	Annually
2.5.1.7	Monitor the performance of VTAM on the IBM mainframe using IBM Tivoli OMEGAMON and assist in troubleshooting / correcting any issues that the monitors might indicate.	Daily
2.5.1.8	Monitor mainframe FTP performance utilizing William Data Systems FTP Alert and assist in troubleshooting / correcting any issues that the monitors might indicate.	Daily
2.5.1.9	Respond to trouble tickets routed to the network group that relate to VTAM or other mainframe network products using the MDOT Service Request System – MAXIMO.	Daily
2.5.1.10	Provide engineering support by creating logical and physical diagrams and completing all documentation required to adhere to the MDOT Change Control Process that is built into the MDOT Change Management tool MAXIMO.	Daily
2.5.1.11	Use MDOT Network Monitoring tool ORION to monitor and troubleshoot network problems that may occur.	Daily

The following table reflects information about the products in use by MDOT OTTS that the VTAM support person shall use and the frequency of the usage. This information is provided to Offerors to assist them in recruiting potential personnel for this TORFP. Because MDOT OTTS has made a substantial investment in the acquisition and implementation of these toolsets, having resources with recent background in the use of these tools is going to be important to assure that MDOT OTTS does not have to spend time training TO Contractor resources who are supposed to be performing at a high level of expertise.

PRODUCT VERSION	FREQUENCY OF USE
MAXIMO Service Desk – V7	Daily
IBM ISPF V6.3	Daily
IBM Z/OS 1R11, TSO	Daily
IBM VTAM	Daily
IBM Tivoli OMEGAMON	Daily
William Data Systems FTP Alert	Daily
SolarWinds ORION	Daily

2.5.2 Telecommunications (TELCOMM) Support

The TELCOMM support resource reports to and takes assignments from the OTTS WAN Manager. The table below lists some of the various duties of this resource and the frequency that the duties are performed. It should be noted that the nature of the functions performed by this resource is such that it shall require night time and weekend work periodically. The schedules will be coordinated by the OTTS WAN Manager to assure, to the extent that it is possible, a regular 40 hour work week is maintained. OTTS is seeking one (1) TELCOMM Support resource for this TORFP. The Telecommunications Support resource shall perform the work in the following table, but is not limited to:

TELCOMM SUPPORT EXAMPLES OF WORK		FREQUENCY
2.5.2.1	Perform mainframe TCP/IP configurations as required by the WAN Manager on the IBM Z890 2086-A04 mainframe running Z/OS 1R11	Daily
2.5.2.2	Use mainframe tools (CA-SPOOL) and Network Print Facility (NPF) to perform the steps necessary to generate new print devices to the IBM mainframe on a bi-weekly basis.	Bi-Weekly
2.5.2.3	Provide UNISYS DEPCON Enterprise Output Manager support to the OTTS operations staff. The DEPCON print facility is a UNISYS software package that is used to direct and format print from the IBM mainframe to the UNISYS UHS-9190 high-speed laser printer that OTTS uses for batch production printing.	As needed – Usually 2 to 3 times per month, more if there are issues.
2.5.2.4	Use Network General SNIFFER, SNIFFER Pro, InfiniStream and Distributed SNIFFER to help troubleshoot and diagnose network problems before or after they occur.	Daily
2.5.2.5	Create and use MS Visual Basic and/or C++ to develop scripts to test mainframe stored procedures.	As needed – Usually a couple of times per month.
2.5.2.6	Respond to trouble tickets routed to the network group that relate to the enterprise network or mainframe network products using the MDOT Service Request System – MAXIMO.	Daily
2.5.2.7	Provide engineering support by attending engineering meetings, creating logical and physical diagrams, and completing all documentation required to adhere to the MDOT Change Control Process that is built into the MDOT Change Management tool MAXIMO.	Daily
2.5.2.8	Use MDOT Network Monitoring SolarWinds ORION tool to monitor and troubleshoot network problems that may occur.	Daily
2.5.2.9	Troubleshoot network problems encountered by clients using the various application software and hardware tools that OTTS utilized for troubleshooting.	Daily
2.5.2.10	Provide support of MDOT Mainframe Disaster Recovery planning.	Daily

The following table reflects information about the products in use by MDOT OTTS that the TELCOMM support person shall use and the frequency of the usage. This information is provided to Offerors to assist them in recruiting potential personnel for this TORFP. Because MDOT OTTS has made a substantial investment in the acquisition and implementation of these toolsets, having

resources with recent background in the use of these tools is going to be important to assure that MDOT OTTS does not have to spend time training TO Contractor resources who are supposed to be performing at a high level of expertise.

PRODUCT VERSION	FREQUENCY OF USE
MAXIMO Service Desk – V7	Daily
IBM Z/OS 1R11 , TSO / ESF	Daily
UNISYS DEPCON Enterprise Print v 9.0 +	As required
William Data Systems FTP Alert	Daily
Network General Enterprise SNIFFER	Daily
MS VISIO 2007 +	Daily for creating network diagrams
STAR SQL DRDA Client for DB2 and Oracle	As required
SolarWinds ORION	Daily

2.5.3 Network Cabling Support

The Network Cabling Support resources report to and take assignments from the OTTS WAN Supervisor who reports to the MDOT WAN Manager. The table below lists some of the various duties of this resource and the frequency that the duties are performed. It should be noted that the nature of the functions performed by these resources is such that it shall require night time and weekend work periodically. The schedules will be coordinated by the OTTS WAN Supervisor to assure, to the extent that it is possible, a regular 40 hour work week is maintained. OTTS is seeking two (2) Network Cabling Support resources for this TORFP.

Please Note: The Network Cabling Support Personnel shall be required to travel to various locations throughout the State of Maryland. The State cannot provide State vehicles or vans to accommodate this travel. Offerors shall factor transportation for the Network Cabling Support resources into their proposals.

The Network Cabling resource shall perform the work in the following table, but is not limited to:

NETWORK CABLING SUPPORT		FREQUENCY
2.5.3.1	Perform changes to the IT Infrastructure that may affect the service levels of any other service area.	As required.
2.5.3.2	Maintain a consistent level of service such as providing backup personnel in the event of illness, vacation, etc., and respond to “on demand” service issues immediately at central site and remote office locations statewide.	Daily
2.5.3.3	Perform site surveys and prepare materials projections if they are required.	As required
2.5.3.4	Use customer created floor plans and site building plans to install, terminate and certify CAT5e/CAT6 and Fiber cabling in various MDOT locations throughout the State.	Daily
2.5.3.5	Troubleshoot customer problems at remote locations throughout the State of Maryland.	Daily
2.5.3.6	Install and configure replacement network equipment for upgrade purposes.	As required
2.5.3.7	Use network test equipment test to diagnose and isolate faulty network cabling.	Daily
2.5.3.8	Engineer cable rack systems and wiring closets.	As required
2.5.3.9	Provide input to the IT finance and logistics team section as it relates to inventory of the equipment in the various locations that the Data Center Supports.	As required

2.5.4 All Personnel Support:

All TO Contractor’s personnel shall interface daily with OTTS Support staff and shall also work with the following:

- A. OTTS personnel (i.e., Operations, Network Support, Configuration Management, etc.) to:
 - a. Research and resolve production system problems.
 - b. Plan and document all changes to the production environment.

- B. Application programming and client personnel to:
 - a. Research and resolve problems in development or production applications.
 - b. Troubleshoot and support distributed applications when interfacing with mainframe.
 - c. Test and evaluate new system features.
 - d. Answer any system-related questions.

- C. Database Management personnel to:
 - a. Maintain and upgrade DB2 and ORACLE database software.
 - b. Troubleshoot database access issues.

- D. MDOT Management personnel to:
 - a. Answer technical inquiries.
 - b. Suggest better techniques or strategies to reach MDOT goals.
 - c. Assist in evaluation of new products or technologies, providing recommendations.
 - d. Make recommendations for system enhancements.
 - e. Respond to requests for special project involvement.
 - f. Attend and participate in meetings and discussions.
 - g. Produce status reports.
 - h. Provide 24 hour, 7 day a week technical support on a rotating basis.

- E. Service Desk personnel to:
 - a. Respond to Service Requests.
 - b. Provide follow up information.

- F. General Responsibilities:

The following are general responsibilities, pursuant to other MDOT guidelines, for which the TO Contractor and TO Contractor's personnel shall be responsible:

 - a. Providing the services in conformance with the requirements of this TORFP.
 - b. Conforming to changes in laws, regulations, policies, and technology.
 - c. Reporting performance against prescribed service level requirements.
 - d. Coordinating all changes to the IT Infrastructure that may affect the service levels of any other service area.
 - e. Maintaining a consistent level of service such as providing backup personnel in the event of illness, vacation, etc., and responding to "on call" service issues immediately.

- G. Planning Support Responsibilities:

The TO Contractor shall provide planning, staff and supporting activities needed to successfully assist the current State staff in providing uninterrupted mainframe, network and distributed systems availability to MDOT Customers. The TO Contractor shall demonstrate the

understanding and ability to assume existing contract responsibilities without negative impact to current operations and capabilities.

At a minimum, the TO Contractor shall provide the following services:

- a. Commitment of qualified staff at the beginning of and throughout the life of the Task Order.
 - b. Coordinate and work with existing TO Contractor's personnel during the transition period, if necessary.
 - c. Acquire understanding of MDOT's business activities, application systems, and IT infrastructure.
- H. Acquire knowledge of the State's existing MDOT Enterprise software, tools, and supporting resources, and identify any additional software, tools, and supporting resources as needed.
- I. Software, Tools, and Supporting Resources:
The TO Contractor's personnel shall utilize available MDOT software, tools, and supporting resources to deliver services in support of MDOT.
- J. Configuration/Change Management:
- a. The TO Contractor's personnel shall conform to all MDOT policies, standards, and procedures relating to configuration and change management. This shall include participation in change management meetings, architecture and design reviews, representing MDOT's perspective in the identification and buy-in of all technical requirements, and collaborating in identification of system and environmental impacts including the identification and mitigation of all risks.
 - b. The TO Contractor's personnel shall fulfill any and all duties and responsibilities outlined in this TORFP in conformance with said policies and procedures. MDOT has made a substantial investment in the installation, configuration, and deployment of MAXIMO Service Desk for both ticket issuance and resolution but also for aiding MDOT in implementing a change management program that follows Information Technology Infrastructure Library (ITIL) best practices so resources with a working knowledge of the MAXIMO Tool and an understanding of ITIL best practices are highly desirable in this scope of work.

2.6 PREMISES AND OPERATIONAL SECURITY

- TO Contractor employees and subcontractors to be assigned to perform work under the resulting Contract shall be required to submit background check certification attachment 11 Criminal Background Check Affidavit to MDOT 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. MDOT reserves the right to disqualify any TO Contractor employees or subcontractors whose background checks suggest conduct, involvements, and/or associations that MDOT determines, in its sole discretion, may be inconsistent with the performance and/or security requirements set forth in this TORFP. MDOT 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 exit of 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 IT Security Policy and Standards throughout the term of the Contract.
- The State reserves the right to request that the TO Contractor submit proof of employment authorization of non-United States Citizens, prior to commencement of work under the resulting Contract.
- TO Contractor shall remove any employee from working on the resulting Contract where the State of Maryland provides evidence to the TO Contractor that said employee has not adhered to the security requirements specified herein.
- Resources proposed to perform services for Maryland Aviation Administration (MAA) must be capable of qualifying for and obtaining a BWI Airport Security badge to include US Customs Seal and Transportation Identifications. Resources proposed to perform services for MDOT Port Administration (MPA) must comply with all MPA security requirements.
- The cost of complying with all security requirements specified herein are the sole responsibilities and obligations 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.

2.7 WORK HOURS

Work hours are to be billed on actual time worked at the rates proposed:

- A. Business Hours Support: The TO Contractor’s personnel shall work closely with the OTTS staff to develop work plans to provide technical coverage in delivering all related technical system management services. The TO Contractor’s assigned personnel shall work an eight (8) hour day Monday through Friday, not including most State holidays and any State-imposed budgetary service reduction days or State closings. TO Contractor’s personnel may occasionally be required to work on some State holidays. Specific work hours will be established to provide daytime coverage between the hours of 7:00 a.m. until 4:30 p.m. A typical workday may also result in more than 8 hours; see “Emergency Support.”
- B. Non-Business Hours Support: Once assigned, and personnel have demonstrated an understanding of the System Software Support infrastructure, the TO Contractor’s personnel shall also be required to participate in a rotating emergency on-call schedule providing non-business hours support. Typically, personnel assigned to System Software Support are required to be on-call 24 hours a day for a 7-day period, one week out of every six to seven weeks.
- C. Scheduled Overtime Support: Services may also involve some evening and/or weekend hours performing planned system upgrades in addition to core business hour support. Some Sunday mornings between the hours of 6:00 a.m. and 10:00 a.m. shall be required workdays.
- D. Emergency Support: In emergencies where time is of the essence for system repair or restoration, TO Contractor’s personnel shall provide support as needed, within reason, until the emergency is resolved.
- E. State Mandated Service Reduction Days: In the event of a reduction in State revenues and a subsequent reduction in allocated budget, the Master Contractor personnel will be required to participate in the State mandated Service Reduction Days and Furlough Days. In this event, the TO Master Contractor will be notified in writing by the CMO of these details. In addition to the Service Reduction Days and Furlough Days, the Master Contractor may also be requested to restrict the number of hours the Master Contractor personnel can work within a given period of time that may result in less than an eight (8) hour day or less than a 40 hour work week.

**actual hours worked will be billed at the hourly rates proposed in Attachment 1.

2.8 PERFORMANCE EVALUATION

TO Contractor Personnel will be evaluated by the TO Manager on an annual basis for each assignment performed during that period. The established performance evaluation and standards are included as Attachment 10. Performance issues identified by the agency are subject to the mitigation process described in Section 2.9 below.

2.9 PERFORMANCE PROBLEM MITIGATION

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

- The TO Manager will notify the TO Contractor and MDOT Contract Management Office (CMO) in writing describing the problem and delineating remediation requirements;
- The TO Contractor shall have three (3) business days to respond with a written Remediation Plan;
- The Remediation Plan shall 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.

2.10 SUBSTITUTION OF PERSONNEL

PRIOR TO AWARD: Substitutions of proposed personnel during the evaluation period, prior to award, is prohibited. Substitutions of any kind post proposal due date, but prior to award is considered to be the equivalent of an alternate proposal and is prohibited.

AFTER AWARD: the Master Contract shall submit requests to the TO Manager and MDOT CMO. MDOT CMO and the TO Manager shall perform a concurrent review of the request 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 shall 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.

2.11 BACKUP / DISASTER RECOVERY

The TO Contractor personnel shall be required to participate in any Disaster recovery drill or table top exercise that may take place during the duration of this task. In the event of an actual disaster, TO Contractor personnel shall be expected to be available and ready to deploy to an alternative location should the need arise. The current alternative location for the MDOT Mainframe is Philadelphia PA.

2.12 DELIVERABLES AND ACCEPTANCE CRITERIA

For each written deliverable, draft, and final, the TO Contractor shall submit to the TO Manager one (1) hard copy and one (1) electronic copy compatible with Microsoft Office 2007, Microsoft Project, and/or Visio.

Drafts of all final deliverables are required no later than two (2) weeks in advance of when all final deliverables are due. Written deliverables defined as draft documents shall demonstrate due diligence to meet

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

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

Upon completion of a deliverable, the TO Contractor shall document each deliverable in final form to the TO Manager for acceptance. The TO Contractor shall memorialize such delivery in an Agency Receipt of Deliverable Form. The TO Manager shall countersign the Agency Receipt of Deliverable Form (Attachment 12) indicating receipt of the contents described therein.

Upon receipt of a final deliverable, the TO Manager shall commence a review of the deliverable as required to validate the completeness and quality in meeting requirements. Upon completion of validation, the TO Manager shall issue to the TO Contractor notice of acceptance or rejection of the deliverables in an Agency Acceptance of Deliverable Form (Attachment 13). In the event of rejection, the TO Contractor shall correct the identified deficiencies or non-conformities. Subsequent project tasks may not continue until deficiencies with a deliverable are rectified and accepted by the TO Manager or the TO Manager has specifically issued, in writing, a waiver for conditional continuance of project tasks. Once the State’s issues have been addressed and resolutions are accepted by the TO Manager, the TO Contractor will incorporate the resolutions into the deliverable and resubmit the deliverable for acceptance. Accepted deliverables shall be invoiced within 30 days in the applicable invoice format (Reference 2.16 Invoicing).

The State required deliverables are defined below. Within each task, the TO Contractor may suggest other subtasks or deliverables to improve the quality and success of the project.

Deliverables ID	Deliverables Description	Acceptance Criteria	Due Date / Frequency
2.12.1	Monthly Status Report per Resource	OTTS will provide a template. The TO Contractor personnel will provide to the TO Manager a monthly status/activity report of projects and tasks assigned, work completed, and outstanding assignments.	By the tenth calendar day of the following month.
2.12.2	Monthly Timesheet per Resource	Copies of the actual timesheet that the resource keeps for his or her company. This information will be cross checked against the status reports and invoices.	By the tenth calendar day of the following month.

2.13 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES

The TO Contractor shall comply with all applicable laws, regulations, policies, standards, and guidelines affecting information technology and 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 security and technology project execution.

The following policies, guidelines and methodologies can be found at the DoIT site (<http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx>). These may include, but are not limited to:

- The State of Maryland System Development Life Cycle (SDLC) methodology
- The State of Maryland Information Technology Security Policy and Standards
- The State of Maryland Information Technology Non-Visual Access Standards
- The TO Contractor shall follow project management methodologies consistent with the Project Management Institute's Project Management Body of Knowledge Guide.
- TO Contractor assigned personnel shall follow a consistent methodology for all TO activities.

2.14 TO CONTRACTOR PERSONNEL MINIMUM QUALIFICATIONS

The following minimum qualifications are mandatory. Any proposed resource not able to meet these minimum qualifications for the specific position will not be considered for award.

2.14.1 VTAM Support Resource

For the VTAM support, a candidate shall have:

- Bachelors degree in an IT or related science discipline.
- At least five (5) recent years (in the past six (6) years) work experience in supporting VTAM and TCP/IP on a large-scale IBM system.
- Have the ability to provide configuration, support and troubleshooting for TCP/IP, VTAM, SNA, NCP, NPF and CA-Spool software products.
- Monitor the performance of VTAM, TCP/IP, FTP on the mainframe using IBM Tivoli OMEGAMON and Williams FTP Alert and assist in troubleshooting / correcting issues that the monitors indicate.

2.14.2 Telecommunication Support Resource

For the Telecommunication Support, a candidate shall have:

- At least ten (10) years of practical hands on experience in Information Technology
- At least five (5) years within the past ten (10) years of practical hands on experience configuring CA-SPOOL to introduce new printers to the IBM mainframe
- At least five (5) years within the past ten (10) years of practical hands on experience making Mainframe TCP/IP configuration changes on the IBM MVS platform
- At least five (5) years within the past ten (10) years of experience in the support of DEPCON Enterprise Output manager
- Recent experience using all of: Network General SNIFFER, SNIFFER Pro, InfiniStream and Distributed Sniffer to troubleshoot network problems.

2.15 TO CONTRACTOR AND PERSONNEL OTHER REQUIREMENTS

The TO Contractor Personnel shall demonstrate a level of expertise in a variety of technical services, including but not limited to:

2.15.1 VTAM Support

Familiarity or current hands on experience with the following software tools or languages will be

considered a plus:

- MAXIMO Service Desk – V7
- William Data Systems FTP Alert
- SolarWinds ORION

2.15.2 Telecommunication Support

Familiarity or current hands on experience with the following software tools or languages will be considered a plus:

- Visual Basic
- Visual C++
- Star Quest STAR SQL v3.1 and higher
- SOLARWINDS ORION network monitoring tools
- HP Openview

2.15.3 Network Cabling Support

CAT5/CAT6 and Fiber cable certification is desired for at least one of the Network Hardware support personnel

- At least one Five (5) years of experience using cable tools such as punch-down tools, cable testers, Fluke DSP-4300, Fluke DTX-1800 and OTDR fiber testing equipment. Experience in performing Site Surveys for new locations or equipment installations.
- At least Five (5) years of experience in providing support for Mobile Locations such as the MDOT MVA Mobile unit.
- At least five (5) years of experience on installation and de-installation of Peripheral Network equipment such as Cable Racks, Cable Wiring Systems, Patch Panels, Network Printers, (e.g. HP, IBM, Ricoh and UNISYS).

Contractor resources demonstrating a working knowledge of the tools and having the experience listed above will be considered to be higher in overall technical ranking during the evaluation process.

2.15.4 TO Contractor

The Master 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 Master 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.

2.16 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 Operations & Maintenance work should be submitted within the first five (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+ 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. Payment of invoices will be withheld if any required documentation is not submitted including without limitation Agency Acceptance of Delivery Form – Attachment 13.

2.16.1 INVOICE FORMAT

- A. A proper invoice shall identify The Maryland Department of Transportation, name of resource and labor category, associated TO Agreement number, date of invoice, and total hours for the 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 electronically in email, and by US Mail for payment to The Maryland Department of Transportation at the following address:

Bill Bryant, IT Financial Services
Linwood Floyd
MDOT/OTTS
One Orchard Road
Glen Burnie, Maryland 21060
Phone: 410-768-7425
Fax: 410-768-3057
Email: bbryant@mdot.state.md.us

MDOT may change the IT Financial Services contact person at any time by written notice to the TO Contractor.

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

2.17 MBE PARTICIPATION REPORTS

OTTS will monitor both the TO Contractor’s efforts to achieve the MBE participation goal and compliance with reporting requirements.

- A. Monthly reporting of MBE participation is required in accordance with the terms and conditions of the CATS+ Master Contract by the 15th day of each month.
- B. The TO Contractor shall provide a completed MBE Prime Contractor Paid/Unpaid MBE Invoice Report (Attachment 2, Form D-5) to OTTS at the same time the invoice copy is sent.
- C. The TO Contractor shall ensure that each MBE Subcontractor provides a completed Subcontractor Paid/Unpaid MBE Invoice Report (Attachment 2, Form D-6).
- D. Subcontractor reporting shall be sent directly from the subcontractor to the OTTS. The TO Contractor shall email all completed forms, copies of invoices and checks paid to the MBE directly to the TO Manager.

SECTION 3 - TO PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1 REQUIRED RESPONSE

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

3.2 FORMAT

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

3.2.1 TO TECHNICAL PROPOSAL:

A. Proposed Services

1. Requirements: A detailed discussion of the Master Contractor's understanding of the work and the Master Contractor's capabilities, approach and solution to address the requirements outlined in Section 2. The discussion shall be presented in the same order as the requirements in section 2.
2. Assumptions: A description of any assumptions formed by the Master Contractor in developing the TO Technical Proposal.

B. Proposed Personnel

1. Documentation certifying that all proposed key personnel meets minimum requirements in this TORFP and the selected labor category from the CATS+ Master Contract, also demonstrating how they meet additional expertise required as documented in this TORFP.
2. Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under this TO Agreement.
3. Complete and provide with the proposal submission, Attachment 5 – Labor Category Personnel Resume Summary for each proposed resource.

C. MBE Participation

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

D. Subcontractors

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

E. Master Contractor and Subcontractor Personnel Experience and Capabilities

1. Provide three (3) examples of work assignments that Master Contractor has completed that were similar in scope to the one defined in this TORFP. Each of the three (3) examples must include a reference complete with the following:
 - a. Name of organization.

- b. Name, title, and telephone number of point-of-contact for the reference (Point of contact must be accessible and knowledgeable about the services rendered under the contract).
 - 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.
 - f. Start and end dates for each example project or contract (Include: MM/YY – MM/YY; Example: 06/11 – 08/12).
2. State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five (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, include start and end dates for each example project or contract (Include: MM/YY – MM/YY; Example: 06/11 – 08/12).
 - 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.

Note: State of Maryland experience can be included as part of Section 3.2.1.E.2 above as project or contract experience. State of Maryland experience is neither required nor gives more weight in proposal evaluations.

F. State Assistance

Provide an estimate of expectation concerning participation by State personnel.

G. Confidentiality

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

3.2.2 TO FINANCIAL PROPOSAL:

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

- B. Completed TO Financial Proposal - Attachment 1 including but not limited to the following:
The Master Contractor should indicate on Attachment 1 the appropriate CATS+ Labor Category name being proposed, and the Fixed Hourly Labor Category Rate. Proposed rates are fully loaded hourly rates and not to exceed the rates defined in the Master Contract. Pricing is valid for 120 days and the form shall not be altered.

SECTION 4 - PROCEDURE FOR AWARDING A TO AGREEMENT

4.1 EVALUATION CRITERIA

A single TO Contractor shall be selected from among all eligible Master Contractors within the appropriate functional area responding to the CATS+ TORFP. In making the TO Agreement award determination, MDOT will consider all information submitted in accordance with Section 3. The State will award the TO Agreement to the TO Contractor offering the most advantageous offer considering both technical and financial submissions.

4.2 TECHNICAL CRITERIA

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

- The Master Contractor's proposed solution and understanding of the TORFP Scope of Work based on the required response in Section 3.2.1.
- Personnel experience required in Sections 2.5, 2.14, 2.15 and 3.2.1.

4.3 SELECTION PROCEDURES

- TO Proposals will be assessed throughout the evaluation process for compliance with the personnel qualifications in Section 2.14, 2.15 and the associated CATS+ Master Contract labor category minimum requirements 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.
- TO Proposals deemed technically qualified will have their TO Financial Proposals considered. All others will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.
- The State will conduct interviews of the personnel proposed in each TO Proposal that meets minimum qualifications.
- Qualified TO Financial Proposals will be reviewed and ranked from lowest to highest price proposed.
- The most advantageous TO Proposal offer considering both 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 Manager.

ATTACHMENT 1 - PRICE PROPOSAL

**PRICE PROPOSAL FOR CATS+ TORFP #J01B3400045
LABOR CATEGORIES**

Labor Categories	Fully Loaded Hourly Rate	Total Class Hours Annually	Total Proposed CATS+ TORFP Price
Year 1			
VTAM Support Resource (<i>Master Contractor inserts CATS+ Labor Category here</i>)	\$	2040	\$
Telecommunications Support Resource (<i>Master Contractor inserts CATS+ Labor Category here</i>)	\$	2040	\$
Network Cabling Support Resource # 1 (<i>Master Contractor inserts CATS+ Labor Category here</i>)	\$	2040	\$
Network Cabling Support Resource # 2 (<i>Master Contractor inserts CATS+ Labor Category inside here</i>)	\$	2040	\$
TOTAL Year 1			\$
Year 2			
VTAM Support Resource (<i>Master Contractor inserts CATS+ Labor Category here</i>)	\$	2040	\$
Telecommunications Support Resource (<i>Master Contractor inserts CATS+ Labor Category here</i>)	\$	2040	\$
Network Cabling Support Resource # 1 (<i>Master Contractor inserts CATS+ Labor Category here</i>)	\$	2040	\$
Network Cabling Support Resource # 2 (<i>Master Contractor inserts CATS+ Labor Category here</i>)	\$	2040	\$
TOTAL Year 2			\$
Year 3			
VTAM Support Resource (<i>Master Contractor inserts CATS+ Labor Category here</i>)	\$	2040	\$
Telecommunications Support Resource (<i>Master Contractor inserts CATS+ Labor Category here</i>)	\$	2040	\$
Network Cabling Support Resource # 1 (<i>Master Contractor inserts CATS+ Labor Category here</i>)	\$	2040	\$
Network Cabling Support Resource # 2 (<i>Master Contractor inserts CATS+ Labor Category here</i>)	\$	2040	\$
TOTAL Year 3			\$
Year 4			
VTAM Support Resource (<i>Master Contractor inserts CATS+ Labor Category here</i>)	\$	2040	\$
Telecommunications Support Resource (<i>Master Contractor inserts CATS+ Labor Category here</i>)	\$	2040	\$
Network Cabling Support Resource # 1 (<i>Master Contractor inserts CATS+ Labor Category here</i>)	\$	2040	\$

Network Cabling Support Resource # 2 (<i>Master Contractor inserts CATS+ Labor Category here</i>)	\$	2040	\$
TOTAL Year 4			\$
Year 5			
VTAM Support Resource (<i>Master Contractor inserts CATS+ Labor Category here</i>)	\$	2040	\$
Telecommunications Support Resource (<i>Master Contractor inserts CATS+ Labor Category here</i>)	\$	2040	\$
Network Cabling Support Resource # 1 (<i>Master Contractor inserts CATS+ Labor Category here</i>)	\$	2040	\$
Network Cabling Support Resource # 2 (<i>Master Contractor inserts CATS+ Labor Category here</i>)	\$	2040	\$
TOTAL Year 5			\$
TOTAL EVALUATED PRICE (5 YEARS)			\$

The Hourly Labor Rate is the actual rate the State will pay for services and shall be recorded in dollars and cents, and are valid for 120 days. The Hourly Labor Rate cannot exceed the Master Contract Rate, but may be lower. Hourly Labor Rate shall be assumed to be fully loaded rates which shall include all direct and indirect costs including all travel costs and profit for the Master Contractor to perform under the TO Agreement. The total hours listed above are to be considered as estimated only and not to be construed as guaranteed billable hours. Actual hours will be compensated at the total number of hours performed. This form shall not be altered. A year for this task order shall be calculated as one calendar year from NTP

Authorized Individual Name	Company Name
Title	Company Tax ID #
Signature	Date

MUST SUBMIT WITH THE TO FINANCIAL PROPOSAL

**ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS
TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING
REQUIREMENTS
CATS+ TORFP #J01B3400045**

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 15th of the month following the month that is being reported. For example, the report for January's activity is due no later than the 15th 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 15th of each month, regardless of whether there was any MBE payment activity for the reporting month. Actual payment data is verified and entered into the State's financial management tracking system from the subcontractor's D-6 report only. Therefore, if the subcontractor(s) do not submit their D-6 payment reports, the TO Contractor cannot and will not be given credit for subcontractor payments, regardless of the TO Contractor's proper submission of Form D-5. The TO Manager will contact the TO Contractor if reports are not received each month from either the prime contractor or any of the identified subcontractors. The TO Contractor must promptly notify the TO Manager if, during the course of the contract, a new MBE subcontractor is utilized. Failure to comply with the MBE contract provisions and reporting requirements may result in sanctions, as provided by COMAR 21.11.03.13.

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

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

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

1. MBE Participation (PLEASE CHECK ONLY ONE)

I have met the overall certified Minority Business Enterprise (MBE) participation goal of _____ percent (_____ %) and the following 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 D-2 (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 D-2 (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 ten (10) business days of receiving such notice:

- (a) Outreach Efforts Compliance Statement (MDOT MBE Form D-3 - State-Funded Contracts);
- (b) Subcontractor Project Participation Statement (MDOT MBE Form D-2 - State-Funded Contracts);
- (c) MBE Waiver Request documentation per COMAR 21.11.03.11 (if waiver was requested); and
- (d) Any other documentation required by the Procurement Officer to ascertain bidder's responsibility/ Offerors 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.

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

3. Information Provided to MBE firms

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

4. Products and Services Provided by MBE firms

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

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

Company Name

Signature of Representative

Address

Printed Name and Title

City, State and Zip Code

Date

ATTACHMENT 2 - MDOT MBE FORM D-2
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 3

***** 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 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. 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.
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.

ATTACHMENT 2 - MDOT MBE FORM D-2
STATE-FUNDED CONTRACTS
MBE PARTICIPATION SCHEDULE

PART 1 – INSTRUCTIONS FOR MBE PARTICIPATION SCHEDULE

PAGE 2 OF 3

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.
 - 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.

ATTACHMENT 2 - MDOT MBE FORM D-2
STATE-FUNDED CONTRACTS
MBE PARTICIPATION SCHEDULE

PART 1 – INSTRUCTIONS FOR MBE PARTICIPATION SCHEDULE

PAGE 3 OF 3

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/offeree is unable to achieve the MBE participation goal and/or any subgoals (if applicable), then the bidder/offeree 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.	

ATTACHMENT 2 - MDOT MBE FORM D-2
STATE-FUNDED CONTRACTS
MBE PARTICIPATION SCHEDULE

PART 2 – MBE PARTICIPATION SCHEDULE

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

PAGE ___ OF ___

Prime Contractor	Project Description	Solicitation Number

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

COLUMN 1	COLUMN 2	COLUMN 3
		Unless the bidder/offeror requested a waiver in MDOT MBE Form D-1 – 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 D-1.
NAME OF MBE SUBCONTRACTOR AND TIER	CERTIFICATION NO. AND MBE CLASSIFICATION	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	Certification Number: <hr/> (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 <hr/>	3.1. <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> <hr/> % (Percentage for purposes of calculating achievement of MBE Participation goal and subgoals, if any) 3.2 <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> _____ % Total percentage of Supplies/Products x 60% (60% Rule) <hr/> % (Percentage for purposes of calculating achievement of MBE Participation goal and subgoals, if any)

Please check if Continuation Sheets are attached.

ATTACHMENT 2 - MDOT MBE FORM D-2
STATE-FUNDED CONTRACTS
MBE PARTICIPATION SCHEDULE
CONTINUATION SHEET

PAGE ___ OF ___

Prime Contractor	Project Description	Solicitation Number

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

COLUMN 1	COLUMN 2	COLUMN 3
		Unless the bidder/offeror requested a waiver in MDOT MBE Form D-1 – 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 D-1.
NAME OF MBE SUBCONTRACTOR AND TIER	CERTIFICATION NO. AND MBE CLASSIFICATION	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	Certification Number: <hr style="border: 0.5px solid black;"/> (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 <hr style="border: 0.5px solid black;"/>	<p>3.1. <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></p> <p style="text-align: center;">_____ % (Percentage for purposes of calculating achievement of MBE Participation goal and subgoals, if any)</p> <p>3.2 <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></p> <p style="text-align: center;">_____ % Total percentage of Supplies/Products</p> <p style="text-align: center;">x _____ 60% (60% Rule)</p> <p style="text-align: center;">_____ % (Percentage for purposes of calculating achievement of MBE Participation goal and subgoals, if any)</p>

Please check if Continuation Sheets are attached.

ATTACHMENT 2 - MDOT MBE FORM D-2
STATE-FUNDED CONTRACTS
MBE PARTICIPATION SCHEDULE

PART 3 – CERTIFICATION FOR MBE PARTICIPATION SCHEDULE

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

I hereby affirm that I have reviewed the Products and Services Description (specific product that a firm is certified to provide or areas of work that a firm is certified to perform) set forth in the MDOT MBE Directory for each of the MBE firms listed in Part 2 of this MBE Form D-2 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 D-2.

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 D-2 are true to the best of my knowledge, information and belief.

Company Name

Signature of Representative

Address

Printed Name and Title

City, State and Zip Code

Date

**ATTACHMENT 2 - MDOT MBE FORM D-3
STATE-FUNDED CONTRACTS
OUTREACH EFFORTS COMPLIANCE STATEMENT**

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

1. Bidder/Offeror took the following efforts to identify subcontracting opportunities in these specific work categories:

2. Attached to this form are copies of written solicitations (with bidding/proposal instructions) used to solicit certified MBE firms for these subcontract opportunities.

3. Bidder/Offeror made the following attempts to personally contact the solicited MBE firms:

4. Please Check One:

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

5. Please Check One:

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

Company Name

Signature of Representative

Address

Printed Name and Title

City, State and Zip Code

Date

**ATTACHMENT 2 - MDOT MBE FORM D-4
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.

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

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

This form is to be completed monthly by the prime contractor.

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

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

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

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

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

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

This form 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:
Report is due by the 10th of the month following the month the services were performed.	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:	
Subcontractor Services Provided:		
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)
--	--

Signature: _____ Date: _____
(Required)

ATTACHMENT 2 - MDOT MBE/DBE FORM E GOOD FAITH EFFORTS GUIDANCE AND DOCUMENTATION

Part 1 – Guidance for Demonstrating Good Faith Efforts to Meet MBE/DBE Participation Goals

In order to show that it has made good faith efforts to meet the Minority Business Enterprise (MBE)/Disadvantaged Business Enterprise (DBE) participation goal (including any MBE subgoals) on a contract, the bidder/offeror must either (1) meet the MBE/DBE Goal(s) and document its commitments for participation of MBE/DBE Firms, or (2) when it does not meet the MBE/DBE Goal(s), document its Good Faith Efforts to meet the goal(s).

I. Definitions

MBE/DBE Goal(s) – “MBE/DBE Goal(s)” refers to the MBE participation goal and MBE participation subgoal(s) on a State-funded procurement and the DBE participation goal on a federally-funded procurement.

Good Faith Efforts – The “Good Faith Efforts” requirement means that when requesting a waiver, the bidder/offeror must demonstrate that it took all necessary and reasonable steps to achieve the MBE/DBE Goal(s), which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient MBE/DBE participation, even if those steps were not fully successful. Whether a bidder/offeror that requests a waiver made adequate good faith efforts will be determined by considering the quality, quantity, and intensity of the different kinds of efforts that the bidder/offeror has made. The efforts employed by the bidder/offeror should be those that one could reasonably expect a bidder/offeror to take if the bidder/offeror were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere *pro forma* efforts are not good faith efforts to meet the DBE contract requirements. The determination concerning the sufficiency of the bidder's/offeror's good faith efforts is a judgment call; meeting quantitative formulas is not required.

Identified Firms – “Identified Firms” means a list of the DBEs identified by the procuring agency during the goal setting process and listed in the federally-funded procurement as available to perform the Identified Items of Work. It also may include additional DBEs identified by the bidder/offeror as available to perform the Identified Items of Work, such as DBEs certified or granted an expansion of services after the procurement was issued. If the procurement does not include a list of Identified Firms or is a State-funded procurement, this term refers to all of the MBE Firms (if State-funded) or DBE Firms (if federally-funded) the bidder/offeror identified as available to perform the Identified Items of Work and should include all appropriately certified firms that are reasonably identifiable.

Identified Items of Work – “Identified Items of Work” means the bid items identified by the procuring agency during the goal setting process and listed in the procurement as possible items of work for performance by MBE/DBE Firms. It also may include additional portions of items of work the bidder/offeror identified for performance by MBE/DBE Firms to increase the likelihood that the MBE/DBE Goal(s) will be achieved. If the procurement does not include a list of Identified Items of Work, this term refers to all of the items of work the bidder/offeror identified as possible items of work for performance by MBE/DBE Firms and should include all reasonably identifiable work opportunities.

MBE/DBE Firms – For State-funded contracts, “MBE/DBE Firms” refers to certified **MBE** Firms. Certified MBE Firms can participate in the State's MBE Program. For federally-funded contracts, “MBE/DBE Firms” refers to certified **DBE** Firms. Certified DBE Firms can participate in the federal DBE Program.

II. Types of Actions MDOT will Consider

The bidder/offeror is responsible for making relevant portions of the work available to MBE/DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available MBE/DBE subcontractors and suppliers, so as to facilitate MBE/DBE participation. The following is a list of types of actions MDOT will consider as part of the bidder's/offeror's Good Faith Efforts when the bidder/offeror fails to meet the

MBE/DBE Goal(s). This list is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

A. Identify Bid Items as Work for MBE/DBE Firms

1. Identified Items of Work in Procurements

(a) Certain procurements will include a list of bid items identified during the goal setting process as possible work for performance by MBE/DBE Firms. If the procurement provides a list of Identified Items of Work, the bidder/offeror shall make all reasonable efforts to solicit quotes from MBE Firms or DBE Firms, whichever is appropriate, to perform that work.

(b) Bidders/Offerors may, and are encouraged to, select additional items of work to be performed by MBE/DBE Firms to increase the likelihood that the MBEDBE Goal(s) will be achieved.

2. Identified Items of Work by Bidders/Offerors

(a) When the procurement does not include a list of Identified Items of Work, bidders/offerors should reasonably identify sufficient items of work to be performed by MBE/DBE Firms.

(b) Where appropriate, bidders/offerors should break out contract work items into economically feasible units to facilitate MBE/DBE participation, rather than perform these work items with their own forces. The ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder/offeror of the responsibility to make Good Faith Efforts.

B. Identify MBE Firms or DBE Firms to Solicit

1. DBE Firms Identified in Procurements

(a) Certain procurements will include a list of the DBE Firms identified during the goal setting process as available to perform the items of work. If the procurement provides a list of Identified DBE Firms, the bidder/offeror shall make all reasonable efforts to solicit those DBE firms.

(b) Bidders/offerors may, and are encouraged to, search the MBE/DBE Directory to identify additional DBEs who may be available to perform the items of work, such as DBEs certified or granted an expansion of services after the solicitation was issued.

2. MBE/DBE Firms Identified by Bidders/Offerors

(a) When the procurement does not include a list of Identified MBE/DBE Firms, bidders/offerors should reasonably identify the MBE Firms or DBE Firms, whichever is appropriate, that are available to perform the Identified Items of Work.

(b) Any MBE/DBE Firms identified as available by the bidder/offeror should be certified in the appropriate program (MBE for State-funded procurements or DBE for federally-funded procurements)

(c) Any MBE/DBE Firms identified as available by the bidder/offeror should be certified to perform the Identified Items of Work.

C. Solicit MBE/DBEs

1. Solicit all Identified Firms for all Identified Items of Work by providing written notice. The bidder/offeror should:

(a) provide the written solicitation at least 10 days prior to bid opening to allow sufficient time for the MBE/DBE Firms to respond;

(b) send the written solicitation by first-class mail, facsimile, or email using contact information in the MBE/DBE Directory, unless the bidder/offeror has a valid basis for using different contact information; and

(c) provide adequate information about the plans, specifications, anticipated time schedule for portions of the work to be performed by the MBE/DBE, and other requirements of the contract to assist MBE/DBE Firms in responding. (This information may be provided by including hard copies in the written solicitation or by electronic means as described in C.3 below.)

2. “All” Identified Firms includes the DBEs listed in the procurement and any MBE/DBE Firms you identify as potentially available to perform the Identified Items of Work, but it does not include MBE/DBE Firms who are no longer certified to perform the work as of the date the bidder/offeror provides written solicitations.

3. “Electronic Means” includes, for example, information provided *via* a website or file transfer protocol (FTP) site containing the plans, specifications, and other requirements of the contract. If an interested MBE/DBE cannot access the information provided by electronic means, the bidder/offeror must make the information available in a manner that is accessible by the interested MBE/DBE.

4. Follow up on initial written solicitations by contacting DBEs to determine if they are interested. The follow up contact may be made:

(a) by telephone using the contact information in the MBE/DBE Directory, unless the bidder/offeror has a valid basis for using different contact information; or

(b) in writing *via* a method that differs from the method used for the initial written solicitation.

5. In addition to the written solicitation set forth in C.1 and the follow up required in C.4, use all other reasonable and available means to solicit the interest of MBE/DBE Firms certified to perform the work of the contract. Examples of other means include:

(a) attending any pre-bid meetings at which MBE/DBE Firms could be informed of contracting and subcontracting opportunities;

(b) if recommended by the procurement, advertising with or effectively using the services of at least two minority focused entities or media, including trade associations, minority/women community organizations, minority/women contractors' groups, and local, state, and federal minority/women business assistance offices listed on the MDOT Office of Minority Business Enterprise website; and

(c) effectively using the services of other organizations, as allowed on a case-by-case basis and authorized in the procurement, to provide assistance in the recruitment and placement of MBE/DBE Firms.

D. Negotiate With Interested MBE/DBE Firms

Bidders/Offerors must negotiate in good faith with interested MBE/DBE Firms.

1. Evidence of negotiation includes, without limitation, the following:

(a) the names, addresses, and telephone numbers of MBE/DBE Firms that were considered;

(b) a description of the information provided regarding the plans and specifications for the work selected for subcontracting and the means used to provide that information; and

(c) evidence as to why additional agreements could not be reached for MBE/DBE Firms to perform the work.

2. A bidder/offeror using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration.

3. The fact that there may be some additional costs involved in finding and using MBE/DBE Firms is not in itself sufficient reason for a bidder's/offeror's failure to meet the contract DBE goal, as long as such costs are reasonable. Factors to take into consideration when determining whether a MBE/DBE Firm's quote is excessive or unreasonable include, without limitation, the following:

(a) the dollar difference between the MBE/DBE subcontractor's quote and the average of the other subcontractors' quotes received by the bidder/offeror;

(b) the percentage difference between the MBE/DBE subcontractor's quote and the average of the other subcontractors' quotes received by the bidder/offeror;

(c) the percentage that the DBE subcontractor's quote represents of the overall contract amount;

(d) the number of MBE/DBE firms that the bidder/offeror solicited for that portion of the work;

(e) whether the work described in the MBE/DBE and Non-MBE/DBE subcontractor quotes (or portions thereof) submitted for review is the same or comparable; and

(f) the number of quotes received by the bidder/offeror for that portion of the work.

4. The above factors are not intended to be mandatory, exclusive, or exhaustive, and other evidence of an excessive or unreasonable price may be relevant.

5. The bidder/offeror may not use its price for self-performing work as a basis for rejecting a MBE/DBE Firm's quote as excessive or unreasonable.

6. The "average of the other subcontractors' quotes received by the" bidder/offeror refers to the average of the quotes received from all subcontractors, except that there should be quotes from at least three subcontractors, and there must be at least one quote from a MBE/DBE and one quote from a Non-MBE/DBE.

7. A bidder/offeror shall not reject a MBE/DBE Firm as unqualified without sound reasons based on a thorough investigation of the firm's capabilities. For each certified MBE/DBE that is rejected as unqualified or that placed a subcontract quotation or offer that the bidder/offeror concludes is not acceptable, the bidder/offeror must provide a written detailed statement listing the reasons for this conclusion. The bidder/offeror also must document the steps taken to verify the capabilities of the MBE/DBE and Non-MBE/DBE Firms quoting similar work.

(a) The factors to take into consideration when assessing the capabilities of a MBE/DBE Firm, include, but are not limited to the following: financial capability, physical capacity to perform, available personnel and equipment, existing workload, experience performing the type of work, conduct and performance in previous contracts, and ability to meet reasonable contract requirements.

(b) The MBE/DBE Firm's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the efforts to meet the project goal.

E. Assisting Interested MBE/DBE Firms

When appropriate under the circumstances, the decision-maker will consider whether the bidder/offeror:

1. made reasonable efforts to assist interested MBE/DBE Firms in obtaining the bonding, lines of credit, or insurance required by MDOT or the bidder/offeror; and

2. made reasonable efforts to assist interested MBE/DBE Firms in obtaining necessary equipment, supplies, materials, or related assistance or services.

III. Other Considerations

In making a determination of Good Faith Efforts the decision-maker may consider engineering estimates, catalogue prices, general market availability and availability of certified MBE/DBE Firms 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/DBE and Non-MBE/DBE costs of participation, and their impact on the overall cost of the contract to the State and any other relevant factors.

The decision-maker may take into account whether a bidder/offeror decided to self-perform subcontract work with its own forces, especially where the self-performed work is Identified Items of Work in the procurement. The decision-maker also may take into account the performance of other bidders/offerors in meeting the contract. For example, when the apparent successful bidder/offeror fails to meet the contract goal, but others meet it, this reasonably raises the question of whether, with additional reasonable efforts, the apparent successful bidder/offeror could have met the goal. If the apparent successful bidder/offeror fails to meet the goal, but meets or exceeds the average MBE/DBE participation obtained by other bidders/offerors, this, when viewed in conjunction with other factors, could be evidence of the apparent successful bidder/offeror having made Good Faith Efforts.

IV. Documenting Good Faith Efforts

At a minimum, a bidder/offeror seeking a waiver of the MBE/DBE Goal(s) or a portion thereof must provide written documentation of its Good Faith Efforts, in accordance with COMAR 21.11.03.11, within 10 business days after receiving notice that it is the apparent awardee. The written documentation shall include the following:

A. Items of Work (Complete Good Faith Efforts Documentation Form E, Part 2)

A detailed statement of the efforts made to select portions of the work proposed to be performed by certified MBE/DBE Firms in order to increase the likelihood of achieving the stated MBE/DBE Goal(s).

B. Outreach/Solicitation/Negotiation

1. The record of the bidder's/offeror's compliance with the outreach efforts prescribed by COMAR 21.11.03.09C (2)(a) through (e) and 49 C.F.R. Part 26, Appendix A. (**Complete Outreach Efforts Compliance Statement**)

2. A detailed statement of the efforts made to contact and negotiate with MBE/DBE Firms including:

(a) the names, addresses, and telephone numbers of the MBE/DBE Firms who were contacted, with the dates and manner of contacts (letter, fax, email, telephone, etc.) (**Complete Good Faith Efforts Form E, Part 3, and submit letters, fax cover sheets, emails, etc. documenting solicitations**); and

(b) a description of the information provided to MBE/DBE Firms regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed and the means used to provide that information.

C. Rejected MBE/DBE Firms (Complete Good Faith Efforts Form E, Part 4)

1. For each MBE/DBE Firm that the bidder/offeror concludes is not acceptable or qualified, a detailed statement of the reasons for the bidder's/offeror's conclusion, including the steps taken to verify the capabilities of the MBE/DBE and Non-MBE/DBE Firms quoting similar work.

2. For each certified MBE/DBE Firm that the bidder/offeror concludes has provided an excessive or unreasonable price, a detailed statement of the reasons for the bidder's/offeror's conclusion, including the quotes received from all MBE/DBE and Non-MBE/DBE firms bidding on the same or comparable work. **(Include copies of all quotes received.)**

3. A list of MBE/DBE Firms contacted but found to be unavailable. This list should be accompanied by a Minority Contractor Unavailability Certificate signed by the MBE/DBE contractor or a statement from the bidder/offeror that the MBE/DBE contractor refused to sign the Minority Contractor Unavailability Certificate.

D. Other Documentation

1. Submit any other documentation requested by the Procurement Officer to ascertain the bidder's/offeror's Good Faith Efforts.

2. Submit any other documentation the bidder/offeror believes will help the Procurement Officer ascertain its Good Faith Efforts.

**ATTACHMENT 2 - MDOT MBE/DBE FORM E
GOOD FAITH EFFORTS GUIDANCE AND DOCUMENTATION**

Part 2 – Certification Regarding Good Faith Efforts and Documentation

PAGE __ OF __

Prime Contractor	Project Description	Solicitation Number

PARTS 3, 4, AND 5 MUST BE INCLUDED WITH THIS CERTIFICATE ALONG WITH ALL DOCUMENTS SUPPORTING YOUR WAIVER REQUEST.

I hereby request a waiver of (1) the Minority Business Enterprise (MBE) participation goal and/or subgoal(s), (2) the Disadvantaged Business Enterprise (DBE) participation goal, or (3) a portion of the pertinent MBE/DBE participation goal and/or MBE subgoal(s) for this procurement.¹ I affirm that I have reviewed the Good Faith Efforts Guidance MBE/DBE Form E. I further affirm under penalties of perjury that the contents of Parts 3, 4, and 5 of MDOT MBE/DBE Form E are true to the best of my knowledge, information and belief.

Company Name Signature of Representative

Address Printed Name and Title

City, State and Zip Code Date

¹ MBE participation goals and subgoals apply to State-funded procurements. DBE participation goals apply to federally-funded procurements. Federally-funded contracts do not have subgoals.

MDOT MBE/DBE FORM E GOOD FAITH EFFORTS GUIDANCE AND DOCUMENTATION

Part 3 – Identified Items of Work Bidder/Offeror Made Available to MBE/dBE Firms

PAGE __ OF __

Prime Contractor	Project Description	Solicitation Number

Identify those items of work that the bidder/offeror made available to MBE/DBE Firms. This includes, where appropriate, those items the bidder/offeror identified and determined to subdivide into economically feasible units to facilitate the MBE/DBE participation. For each item listed, show the anticipated percentage of the total contract amount. It is the bidder's/offeror's responsibility to demonstrate that sufficient work to meet the goal was made available to MBE/DBE Firms, and the total percentage of the items of work identified for MBE/DBE participation equals or exceeds the percentage MBE/DBE goal set for the procurement. Note: If the procurement includes a list of bid items identified during the goal setting process as possible items of work for performance by MBE/DBE Firms, the bidder/offeror should make all of those items of work available to MBE/DBE Firms or explain why that item was not made available. If the bidder/offeror selects additional items of work to make available to MBE/DBE Firms, those additional items should also be included below.

Identified Items of Work	Was this work listed in the procurement?	Does bidder/offeror normally self-perform this work?	Was this work made available to MBE/DBE Firms? If no, explain why?
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

Please check if Additional Sheets are attached.

MDOT MBE/DBE FORM E

GOOD FAITH EFFORTS GUIDANCE AND DOCUMENTATION

Part 4 – Identified MBE/DBE Firms and Record of Solicitations

PAGE ___ OF ___

Prime Contractor	Project Description	Solicitation Number

Identify the MBE/DBE Firms solicited to provide quotes for the Identified Items of Work made available for MBE/DBE participation. Include the name of the MBE/DBE Firm solicited, items of work for which bids/quotes were solicited, date and manner of initial and follow-up solicitations, whether the MBE/DBE provided a quote, and whether the MBE/DBE is being used to meet the MBE/DBE participation goal. MBE/DBE Firms used to meet the participation goal must be included on the MBE/DBE Participation Schedule, Form B. Note: If the procurement includes a list of the MBE/DBE Firms identified during the goal setting process as potentially available to perform the items of work, the bidder/offeror should solicit all of those MBE/DBE Firms or explain why a specific MBE/DBE was not solicited. If the bidder/offeror identifies additional MBE/DBE Firms who may be available to perform Identified Items of Work, those additional MBE/DBE Firms should also be included below. Copies of all written solicitations and documentation of follow-up calls to MBE/DBE Firms must be attached to this form. If the bidder/offeror used a Non-MBE/DBE or is self-performing the identified items of work, Part 4 must be completed.

Name of Identified MBE/DBE Firm & MBE Classification	Describe Item of Work Solicited	Initial Solicitation Date & Method	Follow-up Solicitation Date & Method	Details for Follow-up Calls	Quote Rec'd	Quote Used	Reason Quote Rejected
Firm Name: <hr/> MBE Classification (Check only if requesting waiver of MBE subgoal.) <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		Date: <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Email	Date: <input type="checkbox"/> Phone <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Email	Time of Call: Spoke With: <input type="checkbox"/> Left Message	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Used Other MBE/DBE <input type="checkbox"/> Used Non-MBE/DBE <input type="checkbox"/> Self-performing
Firm Name: <hr/> MBE Classification (Check only if requesting waiver of MBE subgoal.) <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		Date: <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Email	Date: <input type="checkbox"/> Phone <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Email	Time of Call: Spoke With: <input type="checkbox"/> Left Message	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Used Other MBE/DBE <input type="checkbox"/> Used Non-MBE/DBE <input type="checkbox"/> Self-performing

Please check if Additional Sheets are attached.

MDOT MBE/DBE FORM E GOOD FAITH EFFORTS GUIDANCE AND DOCUMENTATION

Part 5 – Additional Information Regarding Rejected MBE/DBE Quotes

PAGE ___ OF ___

Prime Contractor	Project Description	Solicitation Number

This form must be completed if Part 3 indicates that a MBE/DBE quote was rejected because the bidder/offeror is using a Non-MBE/DBE or is self-performing the Identified Items of Work. Provide the Identified Items Work, indicate whether the work will be self-performed or performed by a Non-MBE/DBE, and if applicable, state the name of the Non-MBE/DBE. Also include the names of all MBE/DBE and Non-MBE/DBE Firms that provided a quote and the amount of each quote.

Describe Identified Items of Work Not Being Performed by MBE/DBE (Include spec/section number from bid)	Self-performing or Using Non-MBE/DBE (Provide name)	Amount of Non-MBE/DBE Quote	Name of Other Firms who Provided Quotes & Whether MBE/DBE or Non-MBE/DBE	Amount Quoted	Indicate Reason Why MBE/DBE Quote Rejected & Briefly Explain
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE/DBE _____	\$ _____	_____ <input type="checkbox"/> MBE/DBE <input type="checkbox"/> Non-MBE/DBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE/DBE _____	\$ _____	_____ <input type="checkbox"/> MBE/DBE <input type="checkbox"/> Non-MBE/DBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE/DBE _____	\$ _____	_____ <input type="checkbox"/> MBE/DBE <input type="checkbox"/> Non-MBE/DBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE/DBE _____	\$ _____	_____ <input type="checkbox"/> MBE/DBE <input type="checkbox"/> Non-MBE/DBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE/DBE _____	\$ _____	_____ <input type="checkbox"/> MBE/DBE <input type="checkbox"/> Non-MBE/DBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE/DBE _____	\$ _____	_____ <input type="checkbox"/> MBE/DBE <input type="checkbox"/> Non-MBE/DBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other

Please check if Additional Sheets are attached.

ATTACHMENT 3 - TASK ORDER AGREEMENT

CATS+ TORFP #J01B3400045 OF MASTER CONTRACT #060B2490023

This Task Order Agreement (“TO Agreement”) is made this ____ of _____, 20____ by and between **MASTER TO Contractor** and the STATE OF MARYLAND, Maryland Department of Transportation, Office of Transportation Technology Services (MDOT/OTTS).

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 MDOT/OTTS, as identified in the CATS+ TORFP #J01B3400045.
 - b. “CATS+ TORFP” means the Task Order Request for Proposals #J01B3400045, dated **MONTH DAY, YEAR**, including any addenda.
 - c. “Master Contract” means the CATS+ Master Contract between the Maryland Department of Information Technology and **MASTER TO Contractor** dated April 22, 2013.
 - d. “TO Procurement Officer” means Bryan Walker. 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 MDOT/OTTS and **MASTER TO Contractor**.
 - f. “TO Contractor” means the CATS+ Master Contractor awarded this TO Agreement, whose principal business address is _____.
 - g. “TO Manager” means Clifton A. Johnson of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
 - h. “TO Technical Proposal” means the TO Contractor’s technical response to the CATS+ TORFP dated **date of TO Technical Proposal**.
 - i. “TO Financial Proposal” means the TO Contractor’s financial response to the CATS+ TORFP dated **date of TO Financial Proposal**.
 - j. “TO Proposal” collectively refers to the TO Technical Proposal and TO Financial Proposal.
2. Scope of Work
 - 2.1. This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend conflict with or supersede the Master Contract.
 - 2.2. The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS+ 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. CATS+ TORFP
 - c. TO Proposal-Technical
 - d. 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 five (5) years, commencing at Notice to Proceed and terminating five (5) years from Notice to Proceed.

4. Consideration and Payment

4.1 The consideration to be paid to the TO Contractor shall be done so in accordance with the CATS+ TORFP and shall not exceed the \$_____. 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 _____. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices must be submitted to the Agency TO Manager unless otherwise specified herein.

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

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

TO Contractor NAME

By: Type or Print TO Contractor POC

Date

Witness: _____

STATE OF MARYLAND, Maryland Department of Transportation, Office of
Transportation Technology Services

By: Thomas P. Hickey,
Director of Procurement, MDOT

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 SIGNED AS A .PDF FILE WITH TECHNICAL RESPONSE

ATTACHMENT 5 - LABOR CATEGORY PERSONNEL RESUME SUMMARY

INSTRUCTIONS:

1. Master Contractors must comply with all personnel requirements under the Master Contract RFP 060B2490023.
2. Only labor categories proposed in the Master Contractor's 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 (3) months experience, you must provide the dates from and to (Include: MM/YY – MM/YY; Example: 06/11 – 08/12) 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 Category Personnel Resume Summary
 (Continued)

Proposed Individual's Name/Company:	How does the proposed individual meet each requirement?
LABOR CATEGORY TITLE – (INSERT CATS+ LABOR CATEGORY ONLY)	
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.) (Include: MM/YY – MM/YY; Example: 06/11 – 08/12)	
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 TECHNICAL PROPOSAL
 SIGNATURE REQUIRED AT THE TIME OF THE INTERVIEW

ATTACHMENT 6 - NON-DISCLOSURE AGREEMENT (OFFEROR)

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

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS+ TORFP #J01B3400045 for OTTS VTAM / TELCOMM & NETWORK CABLING SUPPORT. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to this project. 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, 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 it's 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 Dave Devlin, Maryland Department of Transportation on or before the due date for Proposals.
4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR's failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.
5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
6. This Agreement shall be governed by the laws of the State of Maryland.
7. OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than \$20,000 and/or imprisonment not exceeding five (5) years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.
8. The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

OFFEROR: _____ BY: _____
 NAME: _____ TITLE: _____
 ADDRESS: _____

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

ATTACHMENT 7 - NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made as of this ___ day of _____, 20___, by and between the State of Maryland (“the State”), acting by and through its Maryland Department of Transportation, Office of Transportation Technology Services (MDOT/OTTS) (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 OTTS VTAM / TELCOMM & NETWORK CABLING SUPPORT TORFP No. J01B3400045 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 this project (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.

Contractor/Contractor's Personnel:

MDOT/OTTS:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

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

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

ATTACHMENT 8 – 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 (TOs) awarded under the CATS+ master contract. Requirements for TO management can be found in the CATS+ master contract RFP and at the TORFP level. The Master Contractor is requested to complete and return this form by the **Checklist Due Date** below. Master Contractors may attach supporting documentation as needed. Please send the completed checklist and direct any related questions to contractoversight@doit.state.md.us with the TO number in the subject line.

Master Contractor:	
Master Contractor Contact / Phone:	
Procuring State Agency Name:	
TO Title:	
TO Number:	
TO Type (Fixed Price, T&M, or Both):	
Checklist Issue Date:	
Checklist Due Date:	
Section 1 – Task Orders with Invoices Linked to Deliverables	
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) _____	
Section 2 – Task Orders with Invoices Linked to Time, Labor Rates and Materials	
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) _____	
Section 3 – Substitution of Personnel	
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% ($3,000 \div 10,000 = 0.30$))

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

Yes No (If no, explain why) _____

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

Yes No

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

Section 5 – TO Change Management

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

Yes No (If no, explain why) _____

B) Does the change management procedure include the following?

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

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

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

C) Have any change orders been executed?

Yes No

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

D) Is the change management procedure being followed?

Yes No (If no, explain why) _____

ATTACHMENT 9 – 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 10 – PERFORMANCE EVALUATION

CATS Task Order #/Description: _____

Name of Contractor being evaluated: _____

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

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

JOB KNOWLEDGE	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	
Rating for Job Knowledge	Far Exceeds	Exceeds	Meets	Below	Far Below	

JOB QUALITY	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	
Rating for Job Quality	Far Exceeds	Exceeds	Meets	Below	Far Below	

JOB QUANTITY	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	
Rating for Job Quantity	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> lateness's have impact upon operations	Frequently not punctual, <u>or</u> lateness's 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

JOB QUANTITY	Evaluation				
	Far Exceeds Standards	Exceeds Standards	Meets Standards	Below Standards	Far Below Standards
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

Signature of TO Contractor

Date

Signature of Evaluator

Date

ATTACHMENT 11 – CRIMINAL BACKGROUND CHECK AFFIDAVIT

AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

- A. I hereby affirm that _____ (Master Contractor) _____ has complied with Section 2.7 – Premises and Operational Security of this CATS+ TORFP.
- B. I hereby affirm that the _____ (Master Contractor) _____ has provided _____ (Agency) _____ with a summary of the security clearance results for all of the candidates that will be working on Task Order _____ (Title and Number) _____ and all of these candidates have successfully passed all of the background checks required under Section 2.7 of this TORFP. Master Contractors hereby agrees to provide security clearance results for any additional candidates at least seven (7) days prior to the date the candidate commences work on this Task Order.

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

Master Contractor

Typed Name

Signature

Date

THIS COMPLETED AFFIDAVIT IS DUE WITHIN 60 DAYS OF NOTICE TO PROCEED

ATTACHMENT 12 – AGENCY RECEIPT OF DELIVERABLE FORM

I acknowledge receipt of the following:

TORFP Title: VTAM / TELCOMM & Network Cabling Support

TO Agreement Number: #J01B3400045

Title of Deliverable: _____

TORFP Reference Section # _____

Deliverable Reference ID # _____

Name of TO Manager: **TO Manager**

TO Manager Signature

Date Signed

Name of TO Contractor's Project Manager: _____

TO Contractor's Project Manager Signature

Date Signed

SUBMIT AS REQUIRED IN THE TORFP

ATTACHMENT 13 – AGENCY ACCEPTANCE OF DELIVERABLE FORM

Agency Name: Maryland Department of Transportation, Office of Transportation Technology Services
TORFP Title: OTTS VTAM / TELCOMM & NETWORK CABLING SUPPORT
TO Manager: Clifton A. Johnson, 410-768-7503

To:

The following deliverable, as required by TO Agreement #J01B3400045, has been received and reviewed in accordance with the TORFP.

Title of deliverable: _____

TORFP Contract Reference Number: Section # _____

Deliverable Reference ID # _____

This deliverable:

Is accepted as delivered.

Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

TO Manager Signature

Date Signed

ATTACHMENT 14 - CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

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

The Investment Activities in Iran list is located at: www.bpw.state.md.us

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

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

CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

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

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____ Title: _____

Witness Name (Typed or Printed): _____

Witness Signature and Date: _____

**ATTACHMENT 15 –VETERAN SMALL BUSINESS ENTERPRISE PARTICIPATION
(VSBE) (IF APPLICABLE)**

Exhibit 15-1

VSBE Utilization Affidavit and Subcontractor Participation Schedule

(submit with Bid/Proposal)

This document **MUST BE** included with the Bid/Proposal. If the Bidder/Offeror fails to complete and submit this form with the Bid/Proposal, the procurement officer may determine that the Bid is non-responsive or that the Proposal is not reasonably susceptible of being selected for award.

In conjunction with the Bid/Proposal submitted in response to Solicitation No. MDOT-MBE-15-001, I affirm the following:

1. I acknowledge and intend to meet the overall verified VSBE participation goal of ___%. Therefore, I will not be seeking a waiver.

OR

- I conclude that I am unable to achieve the VSBE participation goal. I hereby request a waiver, in whole or in part, of the overall goal. Within 10 business days of receiving notice that our firm is the apparent awardee, I will submit all required waiver documentation in accordance with COMAR 21.11.13.07. If this request is for a partial waiver, I have identified the portion of the VSBE goal that I intend to meet.
2. I understand that if I am notified that I am the apparent awardee, I must submit the following additional documentation within 10 days of receiving notice of the apparent award or from the date of conditional award (per COMAR 21.11.13.06), whichever is earlier.
 - (a) Subcontractor Project Participation Statement (**Exhibit 11-2**); and
 - (b) Any other documentation, including waiver documentation, if applicable, required by the Procurement Officer to ascertain Bidder/Offeror responsibility in connection with the VSBE participation goal.

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

3. In the solicitation of subcontract quotations or offers, VSBE subcontractors were provided not less than the same information and amount of time to respond as were non-VSBE subcontractors.
4. Set forth below are the (i) verified VSBEs I intend to use and (ii) the percentage of the total contract amount allocated to each VSBE for this project. I hereby affirm that the VSBE firms are only providing those products and services for which they are verified.

Rev. 3/11/2013

VSBE Subcontractor Participation Schedule

Prime Contractor (Firm Name, Address, Phone):	Project Description:
Project Number: - _____	

List Information For Each Verified VSBE Subcontractor On This Project

Name of Veteran-Owned Firm: Percentage of Total Contract:	DUNS Number:
	Description of work to be performed:
Name of Veteran-Owned Firm: Percentage of Total Contract:	DUNS Number:
	Description of work to be performed:
Name of Veteran-Owned Firm: Percentage of Total Contract:	DUNS Number:
	Description of work to be performed:
Name of Veteran-Owned Firm: Percentage of Total Contract:	DUNS Number:
	Description of work to be performed:

Continue on a separate page, if needed.

SUMMARY

TOTAL VSBE Participation: _____%

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

Bidder/Offeror Name
(PLEASE PRINT OR TYPE)

Signature of Affiant

Name: _____
Title: _____
Date: _____

VSBE SUBCONTRACTOR PARTICIPATION STATEMENT

Please complete and submit one form for each verified VSBE listed on Exhibit 11-1 within 10 working days of notification of apparent award

_____ (prime contractor) has entered into a contract with _____ (subcontractor) to provide services in connection with the Solicitation described below.

Prime Contractor (Firm Name, Address, Phone):	Project Description:
Project Number: _____	Total Contract Amount: \$
Name of Veteran-Owned Firm:	DUNS Number:
Work to Be Performed:	
Percentage of Total Contract:	Total Subcontract Amount: \$

The undersigned Prime Contractor and Subcontractor hereby certify and agree that they have fully complied with the State Veteran-Owned Small Business Enterprise law, State Finance and Procurement Article, Title 14, Subtitle 6, Annotated Code of Maryland.

PRIME CONTRACTOR SIGNATURE

SUBCONTRACTOR SIGNATURE

By: _____

 Name, Title
 Date

By: _____

 Name, Title
 Date

**Maryland Department of Transportation
Veterans Small Business Enterprise (VSBE) Participation
Prime Contractor Paid/Unpaid VSBE Invoice Report**

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

Prime Contractor:		Contact Person:																																					
Address:																																							
City:		State:	ZIP:																																				
Phone:	Fax:	E-mail:																																					
Subcontractor Name:		Contact Person:																																					
Phone:	Fax:																																						
Subcontractor Services Provided:																																							
List all payments made to VSBE subcontractor named above during this reporting period: <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:5%;"></th> <th style="width:30%; text-align: center;"><u>Invoice#</u></th> <th style="width:30%; 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="2">Total Dollars Paid: \$</td> <td>_____</td> </tr> </tbody> </table>			<u>Invoice#</u>	<u>Amount</u>	1.			2.			3.			4.			Total Dollars Paid: \$		_____	List dates and amounts of any outstanding invoices: <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:5%;"></th> <th style="width:30%; text-align: center;"><u>Invoice #</u></th> <th style="width:30%; 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="2">Total Dollars Unpaid: \$</td> <td>_____</td> </tr> </tbody> </table>			<u>Invoice #</u>	<u>Amount</u>	1.			2.			3.			4.			Total Dollars Unpaid: \$		_____
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Total Dollars Unpaid: \$		_____																																					

**If more than one VSBE subcontractor is used for this contract, you must use separate M-3 forms for each subcontractor.

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

_____ Contract Monitor _____ Maryland Department of Transportation _____ _____	_____ Contracting Unit
---	------------------------

Signature: _____ Date: _____

This form must be completed monthly
by all VSBE subcontractors.

EXHIBIT 15-4

**Veterans Small Business Enterprise Participation
Subcontractor Paid/Unpaid VSBE Invoice Report**

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

VSBE Subcontractor Name:		
Department of Veterans Affairs Certification #:		
Contact Person:	E-mail:	
Address:		
City:	State:	ZIP:
Phone:	Fax:	

Subcontractor Services Provided:																																	
List all payments received from Prime Contractor during reporting period indicated above. <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:5%;"></th> <th style="width:40%; text-align: center;"><u>Invoice Amt</u></th> <th style="width:15%; text-align: center;"><u>Date</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 colspan="2">Total Dollars Paid: \$ _____</td> <td></td> </tr> </tbody> </table>			<u>Invoice Amt</u>	<u>Date</u>	1.			2.			3.			Total Dollars Paid: \$ _____			List dates and amounts of any unpaid invoices over 30 days old. <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:5%;"></th> <th style="width:40%; text-align: center;"><u>Invoice Amt</u></th> <th style="width:15%; text-align: center;"><u>Date</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 colspan="2">Total Dollars Unpaid: \$ _____</td> <td></td> </tr> </tbody> </table>			<u>Invoice Amt</u>	<u>Date</u>	1.			2.			3.			Total Dollars Unpaid: \$ _____		
	<u>Invoice Amt</u>	<u>Date</u>																															
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1.																																	
2.																																	
3.																																	
Total Dollars Unpaid: \$ _____																																	

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

_____ Contract Monitor _____ Contracting Unit Maryland Department of Transportation _____ _____

Signature: _____ Date: _____
(Required)