



Consulting and Technical Services Plus (CATS+)

Task Order Request for Proposals (TORFP)

**HOSTED ENVIRONMENTAL
INFORMATION MANAGEMENT SYSTEM (EIMS) SERVICES**

CATS+ TORFP #
J01B4400007

**MARYLAND DEPARTMENT OF TRANSPORTATION (MDOT)
THE SECRETARY'S OFFICE (TSO)
OFFICE OF ENVIRONMENT (OE)**

ISSUE DATE: September 5, 2013

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KEY INFORMATION SUMMARY SHEET

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

TORFP Title:	Hosted Environmental Information Management System (EIMS)
Functional Area:	FA – 2 Web and Internet Systems
TORFP Issue Date:	09/05/2013
Closing Date and Time:	10/15/2013 by 2:00 PM Local Time
Questions Due Date and Time:	09/20/2013 by 12:00 PM Local Time
TORFP Issuing Agency:	Maryland Department of Transportation (MDOT) The Secretary’s Office (TSO) Office of Environment (OE)
Send Questions and Proposals to:	Trisha O’Neal toneal@mdot.state.md.us
TO Procurement Officer:	Trisha O’Neal Office Phone Number: 410-865-1386 Office FAX Number: 410-865-1388
TO Manager:	Dorothy Morrison 410-865-1397 410-865-1388 7201 Corporate Center Drive, Hanover, MD 21076
TO Project Number:	J01B4400007 Purchase Order Number (ADPICS PO #)
TO Type:	FIXED PRICE with Optional Time and Materials
Period of Performance:	January 1, 2014 – April 21, 2018
MBE Goal:	14 %
Small Business Reserve (SBR):	No
Primary Place of Performance:	Five MDOT Administrations: 1. MDOT Secretary’s Office- 7201 Corporate Center Drive, Hanover, MD 21076. 2. Maryland Transportation Authority- 1200 Frankfurst Avenue, Baltimore, MD 21226 3. Maryland Port Administration- 401 East Pratt Street, Baltimore, MD 21202 4. Motor Vehicle Administration- 6601 Ritchie Hwy NE, Glen Burnie, MD 21062 5. Maryland Transit Administration-1515 Washington Boulevard, Baltimore, MD 21062

SECTION 1 - ADMINISTRATIVE INFORMATION

1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT

The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement scope issues, and for authorizing any changes to the TO Agreement.

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

1.2 TO AGREEMENT

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

1.3 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the date and exact time stated in the Key Information Summary Sheet above. The date and time of submission is determined by the date and time of arrival in the TO Procurement Officer's e-mail box. The TO Proposal is to be submitted via e-mail, not to exceed 8 MB total, as two (2) attachments in MS Word format. **Please note that the MDOT e-mail system has an 8 MB limit on e-mail transmissions.** The "subject" line in the e-mail submission shall state the TORFP #ADPICS PO. The first file will be the TO Technical Proposal to this TORFP titled, "CATS+ TORFP #ADPICS PO Technical". The second file will be the TO Financial Proposal to this CATS+ TORFP titled, "CATS+ TORFP #ADPICS PO Financial". No forms shall be altered. The following proposal documents must be submitted with required signatures as .PDF files with signatures clearly visible:

- Attachment 1A – Price Proposal – Monthly Hosting
- Attachment 1B – Price Proposal – Base System Configuration
- Attachment 2 - MBE Forms D-1 and D-2 ONLY
- Attachment 4 - Conflict of Interest and Disclosure Affidavit
- Attachment 12 – Certification Regarding Investments in Iran
- TO Master Contractor's Data Security Plan and Standards
- Attachment 13 – Living Wage Affidavit of Agreement

1.4 TO PRE-PROPOSAL CONFERENCE

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

1.5 MINORITY BUSINESS ENTERPRISE (MBE)

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

1.6 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 by the State.

1.7 CONFLICT OF INTEREST

The TO Contractor awarded the TO Agreement shall provide IT technical and/or consulting services for the State agencies or component programs with those agencies, and shall do so impartially and without any conflicts of interest. Each Master Contractor shall complete and include with its TO Proposal, a Conflict of Interest Affidavit and Disclosure in form included as Attachment 4 of this TORFP. If the 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 21.05.08.08; the TO Procurement Officer may reject a Master Contractor's TO Proposal under COMAR 21.06.02.03B.

1.8 NON-DISCLOSURE AGREEMENT

Certain system documentation may be available for potential Offerors to review at a reading room at 7201 Corporate Center, Hanover, MD 21076. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement (Offeror) in the form of Attachment 8. 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 9.

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

Attachment 100 is a sample of the TO Contractor Self-Reporting Checklist. DoIT will send initial checklists out to applicable TO Contractors approximately three months after the award date for a TO. The TO Contractor shall complete and return the checklist as instructed. Subsequently, at six month intervals from the due date on the initial checklist, the TO Contractor shall update and resend it to DoIT.

1.11 IRANIAN NON-INVESTMENT

All Proposals shall be accompanied by a completed Certification Regarding Investments in Iran. A copy of this Certification is included as Attachment 12 of this TORFP.

1.12 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.

1.13 TRAVEL REIMBURSEMENT

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

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SECTION 2 - SCOPE OF WORK

2.1 PURPOSE

The MDOT Office of Procurement is currently seeking the services of a highly qualified Master Contractor with a broad range of technical expertise to replicate, customize and host an EIMS that is currently operational in two of MDOT's seven administrations. The TO Contractor will provide hosting services and application availability of the EIMS application to the five administrations that do not yet have the EIMS. The EIMS will serve as an information technology (IT) tool to support MDOT's department-wide comprehensive environmental program and will help manage MDOT administrations' compliance obligations, improve process efficiencies, and track environmental performance over time.

In the event of Legislative changes, additional work to be performed under this TORFP will follow the Work Order Process as outlined in Section 2.14. Time and Materials for such work will be billed according to labor categories and rates outlined in Price Proposal Attachment 1B. The legislative changes made will only be applicable and chargeable to the 5 Administrations that are being provided hosted services under this scope of work.

2.2 INTRODUCTION

MDOT is comprised of seven administrations— MDOT Headquarters (TSO), Maryland Aviation Administration(MAA), Maryland Transportation Authority (MDTA), Maryland Port Administration (MPA), Maryland Transit Administration (MTA), Motor Vehicle Administration (MVA), and State Highway Administration. The scope of work for this TORFP is applicable to five of the seven administrations, namely: TSO, MDTA, MPA, MVA, and MTA. These five administrations will be collectively referred to as MDOT for the purpose of this TORFP.

2.3 GLOSSARY OF TERMS

2.3.1 Environmental Management System (EMS)

EMS refers to the management of an organization's environmental programs in a comprehensive, systematic, planned and documented manner. It includes the organizational structure, planning and resources for developing, implementing and maintaining policy for environmental protection. The goals of EMS are to increase compliance and reduce waste.

2.3.2 Environmental Information Management System (EIMS)

EIMS is a tracking database that stores, manages, verifies, protects, retrieves, and archives environmental data. The EIMS stores data in a database and a Geographic Information System (GIS). The goal of all EIMS activities is to ensure the highest level of quality of these data and to provide timely access by its stakeholders. The EIMS supports the EMS.

2.4 REQUESTING AGENCY BACKGROUND

The requesting Agency for this TORFP is the MDOT TSO, TSO-OE was established in 2006 to provide the Secretary's Office and the Department's seven administrations appropriate leadership, guidance, coordination, oversight, and support for Environmental Management (EM), which specifically includes areas of environmental compliance, stewardship, and sustainable environmental practices; and pertains to all aspects of MDOT's activities, products, and services. TSO-OE is responsible for ensuring a department-wide comprehensive and integrated systems approach to EM and serves as the central oversight and coordinating unit for MDOT environmental programs and policies.

Some examples of ongoing and proposed environmental management program elements include the development, implementation, and enhancement of:

- EMS at TSO and at MDOT administrations (both Environmental Protection Agency and International Standards Organization based models) and environmental performance monitoring of all MDOT administrations at the TSO level;
- MDOT EM Standards and Guidelines and Related Action Agendas;
- MDOT Sustainability Action Strategy;
- Coordination of MDOT-wide contributions to the Governor's Smart, Green, and Growing initiatives;
- EM coordination, oversight and resource assistance at TSO and MDOT administrations;
- Development of an oversight audit program strategy;
- Development and update to environmental management documents, plans and permits;
- Environmental communications, outreach and partnering strategy; and
- Facilitation of both general and technical environmental awareness training and related EM professional development for various levels of staff and management department-wide.

2.5 ROLES AND RESPONSIBILITIES

The roles and responsibilities of this TO are defined as follows:

- *TO Procurement Officer* – MDOT representative responsible for managing the TO solicitation and award process, change order process, and resolution of TO Agreement scope issues.
- *MDOT MBE Compliance Officer* – MDOT representative responsible for working with the TO Procurement Officer and the TO Manager to ensure MBE compliance of issued TOs and to gather payment data from both the Prime TO Contractor and MBE Sub-Contractor(s) for the reporting of MBE participation on MDOT procurements to MDOT and the Governor's Office of Minority Affairs (GOMA).
- *TO Manager* – MDOT representative responsible for managing the day-to-day activities of the TO including the direct management and supervision of the project tasks. The TO Manager will also be responsible for preparing the task assignments, reviewing and approving proposed change orders, reviewing and approving proposed substitution of personnel, reviewing and approving invoices, and monitoring and reporting task order performance.
- *TO Contractor Project Manager* – Representative of the TO Contractor who will serve as the Project Manager (PM) and will be the primary point of contact and liaison between MDOT and any sub-contractors involved in the project. The PM is responsible for overseeing the performance of the team assigned under this TO and assures the quality of services and products. The PM is responsible for keeping MDOT apprised of all progress on the project through progress reports and will be the point of contact for managing and correcting any disputes related to this TO. This representative will also be responsible for the preparation and submittal of invoices and MBE reports by the due date defined in this TO as well as any other correspondence relating to this TO and its activities.
- *MDOT Contract Management Office (CMO)* – The CMO is responsible for management of the TO contract after award.

2.6 PROJECT BACKGROUND

MDOT, as part of its overall EMS would like to deploy an MDOT-wide EIMS, which would serve the dual purpose of providing MDOT administrations with a tool to help them manage their environmental compliance programs and provide TSO, in its oversight role, a uniform and real-time system for receiving

compliance information from the administrations, and tracking progress of various programs overtime. The EIMS would be deployed in phases with the first being to bring the remaining MDOT administrations up on the existing EIMS system as it exists today with no additions or modifications. Any and all customization of the original source code will be performed on a time and materials basis with each request for customization resulting in a separate Work Order containing a scope of work (SOW) and an associated cost proposal.

MDOT would like additional instances of the system modeled after an existing EIMS, known as the Joint Environmental Tracking System (JETS) that has been implemented and is currently in use by the MAA. The JETS system is web-based, accessible remotely via an internet browser, and requires no additional software on the user's computer. It was developed and is currently hosted and maintained by a third party contractor.

The existing system was developed using non-proprietary, industry-standard technology that is consistent with MDOT standards.

2.7 USER AGENCY BACKGROUND

The requesting user agency, TSO, Office of Environment, background information is provided in Section 2.4. Background information for the remaining four user agency units are provided below:

Maryland Transportation Authority (MDTA)

The MDTA's Office of Environment, Safety & Risk Management (OESRM) is responsible for providing comprehensive environmental compliance and safety management services to all Offices and Divisions of the MDTA. As environmental and safety management duties are organized within the same functional group, OESRM is able to address many issues facing the MDTA, from both an environmental protection and worker safety standpoint, in an all-inclusive and streamlined approach. Environmental Compliance programs administered by the OESRM include:

- Waste Management
- Recycling
- Environmental Evaluations, Investigations and Assessments
- Fuel Oil Storage Tanks
- Employee Training
- Sustainability
- Environmental Management System

Employee safety and risk management programs administered by the OESRM include:

- Employee Injuries and Injury Reporting
- Vehicle Accidents and the Accident Review Board
- Workers Compensation
- Drivers Training
- Safety Evaluations, Investigations and Assessments
- Drug and Alcohol Testing

Maryland Port Administration (MPA)

The MPA believes that protection of the environment and stewardship of natural resources are essential elements of its mission. MPA is committed to environmental compliance; continuous improvement in environmental performance; pollution prevention; and effective interaction with its employees, other government agencies, and the community.

MPA uses an EMS to blend environmental stewardship into the daily tasks and long-term planning of port operations. In 2011, MPA won recognition for its EMS by receiving [ISO 14001-2004 certification](#), which signals that the MPA has met globally recognized standards for environmental management.

An EMS is a set of processes and procedures that allow the MPA to analyze, control, and improve the environmental impacts of its activities. An EMS provides a clear framework for complying with federal, state, and local regulations; it also helps to find and fix the root causes of potential environmental problems.

The system includes a permanent cycle of planning, implementation, evaluation, and continual improvement. Through regular audits, managers measure pollution prevention performance for targeted areas, known within the EMS as "Significant Aspects." Examples include:

- Air Emissions
- Storm Water management
- Spill prevention and response
- Trash reduction and waste management

The EMS has also provided MPA employees with an increased awareness of environmental issues and stewardship opportunities. All employees participate in basic environmental awareness training. As a result, they are more proactive in identifying and reporting potential environmental concerns. MPA staff is reaching out to other port users and stakeholders to encourage more practices like those in the EMS. This outreach has been particularly effective in the area of stormwater management.

Maryland Motor Vehicle Administration (MVA)

The MVA Office of Environmental Management (OEM) was established in 2007 to provide the MVA Branches and Vehicle Emission Inspection Program VEIPs appropriate leadership, guidance, coordination, oversight and support for the agency Compliance Focus Environmental Management System (CFEMS), which specifically includes areas of environmental compliance, stewardship, and sustainable environmental practices that pertain to all aspects of MVA's activities, products, and services. OEM is responsible for ensuring an administration-wide comprehensive and integrated systems approach to CFEMS and serves as the central oversight and coordinating unit for MVA environmental management.

The CFEMS Manual addresses all MVA facilities (Headquarters, Branch Offices, Express Offices, Customer Service Center, and Vehicle Emission Inspection Program [VEIP] facilities) and all activities and operations conducted under federal, state, and local environmental regulations performed or managed by MVA employees. The CFEMS Manual also addresses MVA's management of projects conducted by contractors or vendors. The CFEMS Manual focuses on activities under the control of MVA and includes VEIP operations, management of contractors and vendors for building and grounds maintenance projects, building renovation projects, and smaller renovation projects (less than one acre).

Maryland Transit Administration (MTA)

The MTA incorporated an Environmental group within the Office of Safety, Quality Assurance and Risk Management in 2007. The Environmental group addresses areas of environmental compliance, stewardship, and sustainable environmental practices which pertain to all aspects of MTA's activities, products, and services. Examples of ongoing and proposed environmental management program elements include the development, implementation, and enhancement of:

- EMS addressing MTA and facility/modal level EMS development. International Standards Organization (ISO 14001) guidance is used in the development of all MTA EMS programs.
- Sustainability Action Strategy;
- Implementation of the Governor's Smart, Green, and Growing initiatives;
- Development of an internal environmental audit program strategy;
- Development and update to environmental management documents, plans and permits;

- Environmental communications, outreach and partnering strategy in fulfillment of EMS and Storm Water Program initiatives.
- Facilitation of both general and technical environmental awareness training and related EM professional development for various levels of staff and management department-wide.

2.8 REQUIREMENTS

2.8.1 General Requirements

1. The TO Contractor shall be responsible for hosting a fully functional EIMS for Five MDOT Administrations. Namely, The Secretary's Office (MDOT), MDTA, MPA, MVA, and MTA.
2. The TO Contractor shall implement the proposed EIMS based on the existing platforms as outlined in Exhibit B. TO Contractor shall supply all hardware necessary to develop, test, and host all five EIMS systems.
3. With regards to system utility, the EIMS is expected to provide MDOT with:
 - a. A secure vehicle for regulatory retention;
 - b. Access to environmental data and documents expeditiously;
 - c. Updates to changing environmental regulations;
 - d. Notification e-mails to responsible staff about upcoming environmental requirements;
 - e. Ability to analyze environmental program costs;
 - f. Ability to track performance and trends;
 - g. A means for MDOT to receive uniform data reporting from modal administrations;
 - h. A system that interfaces with MDOT's other databases and work order systems already in place;
 - i. Greater efficiency in executing environmental program processes; and
 - j. Other information management benefits.
4. The TO Contractor shall provide the following services under the EIMS project. The services require from the TO Contractor are not to be limited to the following tasks:
 - a. Project management;
 - b. Initial assessment of functional requirements, based on five modal administrations' unique environmental aspects and data transfer needs;
 - c. System design and specification;
 - d. System deployment and testing ;
 - e. System operational support for a period of 12 months; and
 - f. Hosting - system performance and evaluation;

2.8.2 Project Management

1. The TO Contractor shall assign a PM to oversee the project through its duration and be responsible for keeping MDOT apprised of all progress on the project on a monthly basis.
2. The TO Contractor's PM shall serve as the primary point of contact and liaison between MDOT and any subcontractors involved in the project. All billing and progress reports shall come through the PM.

2.8.3 Initial Assessment of Functional Requirements at (5) MDOT Administrations.

1. The TO Contractor shall conduct a needs assessment at the five MDOT administrations. The purpose of the needs assessment is to gather and analyze requirements for deployment of EIMS at the remaining five MDOT administrations.
2. The TO Contractor shall conduct the needs assessment via on-site visits and interviews with MDOT personnel to include, environmental staff, IT staff, and other required stakeholders.

3. The TO Contractor shall gather information during each needs assessment, including: modal administrations business processes, departmental functions and responsibilities, protocols and procedures for data collection, existing environmental data, primary system components and architecture, and external system interface requirements, and full systems implementation cost.
4. Upon completion of the EIMS needs assessment, TO Contractor shall provide MDOT with detailed documentation of analysis (Detailed Needs Assessment Analysis Document) and Software Deployment Plan.
5. The TO Contractor shall not proceed with the customization of code until an approved work order is obtained from MDOT.

2.8.4 Design and Specifications

1. Upon approval to proceed, the TO Contractor shall provide a system that replicates the functionality of the MAA's JETS as outlined in Exhibit B, for use at MDOT Headquarters, MPA, MTA, MDTA, and MVA.
2. Additionally, the system shall allow for MDOT-TSO to have administrative rights to view the data of each of our modal administrations.

The TO Contractor shall configure all user accounts created that adhere to the MDOT Security Plan, for use in the system.

2.8.5 System Deployment and Testing

1. The TO Contractor shall prepare a detailed Software Deployment Plan and submitted to MDOT for approval.
2. The TO Contractor's Software Deployment Plan shall indicate all elements of the software development process and shall include, but not be limited to, the following:
 - a. Software Deployment Standards;
 - b. Software Deployment Schedules;
 - c. Assignments to Subcontractors;
 - d. Programming Languages;
 - e. Software Testing Plan;
 - f. Software Documentation Plan; and
 - g. Software Management Plan.
3. A complete program of software testing shall be defined as part of the Software Deployment Plan.
4. The TO Contractor's Test Plan shall include a summary of test procedures, dates and equipment to be used for each particular test.
5. The Software Deployment Plan shall include a description of documentation to be provided for application programs, as well as incorporating standards to be followed and sample documentation, where available.
6. The hosting environment shall include separate environments for the MDOT customer to perform development (DEV) and quality assurance (QA) testing prior to any new release of the EIMS being promoted to the Production (PROD) environment.

2.8.6 Application Hosting Requirements

The hosted application shall be accessible to the MDOT users via their web browsers using the URL provided by the application host.

- The application host will be responsible for all backups of all data residing on the hosted system. This includes any database backups, system backups and application backups. The host will

provide MDOT a backup strategy document that outlines the frequency and types of backups to be performed of the hosted system.

- The application host will provide MDOT with a database maintenance plan that outlines frequency of the backups and information relative to the patching of the database when it is required.
- The application host shall be required to provide for the monitoring of their system assure it meets the up time requirement of 98% availability Monday through Friday from 08:00 AM until 5:00 PM EST.
- Vendor shall provide a backup strategy document that outlines how backups will be performed, at what time and frequency and also the process for requesting restoration of a file or files if needed.
- All hardware and software to support the MDOT EIMS system shall be hosted at site of the application host.
- All hardware and software upgrades to the hosted system and infrastructure are the sole responsibility of the application host. MDOT shall require at least five (5) working days notice of any potential hardware/software upgrade activity except in cases of emergency where upgrades need to take place to correct an application or security error.
- The TO Contractor shall assist in identifying and troubleshooting problems through tracking and evaluation of metrics measurable by the EIMS, such as the difference between transaction event time, time to enter the transaction in the host and the time of posting in the EIMS database
- The TO Contractor shall include for each application a period for system performance evaluation to be accomplished by MDOT during a 90-consecutive day period of uninterrupted access to the hosted application, with any outages being scheduled by both the hosting vendor and MDOT.

2.8.7 Resource / Task Order Estimates

1. Resource/TO Estimates shall be provided by the TO Contractor, as requested by MDOT, through a Work Order Process for any additional system required legislative changes, or need capacity enhancements, which may become necessary during the life of the lease or service contract.

2.8.8 Training

1. TO Contractor shall provide training of approximately 30 MDOT staff, or other designees on any aspect of the system required by MDOT.
2. Training courses shall consist of Basic End-User; Administrative User; and System Administrator.
3. All Training materials for all training courses, such as handouts and power point presentations shall be included as part of the training and provided to MDOT to use for “train the trainer” purposes.

2.8.9 Maintenance Records

1. The TO Contractor shall maintain current and accurate records for all system hardware and software maintenance work. The records shall be organized and managed by a computerized data and information management system.
2. The TO Contractor shall maintain records in an electronic form easily retrievable and transferable to MDOT. All records are the property of MDOT and as such, MDOT has the right to review and retrieve data records at any time via electronic or hard copy.

2.8.10 Security

- A. The provided system shall provide a secure login connection as it is a browser based application to assure encrypted transport of information and data between MDOT and the hosting location.
- B. The systems shall adhere to the State Data Security Policy V3.1 found at: <http://doit.maryland.gov/Publications/DoITSecurityPolicy.pdf>
- C. The MDOT Security plan has the following password requirements that shall be adhered to:
- D. Passwords and User IDs are unique to each authorized user.
- E. Passwords for users-consist of a minimum of 8 alphanumeric characters (no common names or phrases). There shall be computer-controlled lists of prescribed password rules. Periodic testing to identify any password weaknesses (e.g., letter and number sequences, character repetition, initials, common words, and standard names) must be performed at least on a yearly basis where applicable.
- F. The root or administrator account has a minimum password length of 11 characters.
- G. Passwords are not the same as the User ID.
- H. Passwords must not consist of all numbers, all special characters, or all alphabetic characters.
- I. Users, Root and Administrators have at least one non-letter character in their password.
- J. Passwords are changed every 45 days for users and every 30 days for system administrators. Most systems can enforce password change with an automatic expiration and prevent repeated or reused passwords.
- K. Password history does not allow users to reuse any password in his/her last 10 attempts.
- L. User accounts disabled after 4 consecutive failed login attempts.
- M. Sessions suspended or locked by means such as a password-protected screensaver after 15 minutes of inactivity and require the password to be reentered to resume the session.
- N. User accounts are disabled after 60 days of inactivity and deleted after 90 days of inactivity unless exempted by the TBU COTR or a manager of the TBU COTR.
- O. User accounts are removed or disabled within 72 hours after notice to the TBU COTR that there has been termination of employment of the user.
- P. Where applicable, successful logons should display the date and time of the last logon and logoff.
- Q. Users not allowed to use common passwords and passwords must not be based on personal information, i.e. username, social security number, children's names, pets' names, hobbies, anniversary dates, etc.
- R. When an employee has a change in job duties and no longer needs access to a system, the account will be removed immediately.

2.9 SERVICE LEVEL AGREEMENT

1. The awarded TO Contractor shall provide a Service Desk Phone number to place calls for assistance because MDOT is seeking a hosted solution.
2. The TO Contractor shall provide a service desk number that is toll-free number.

3. The TO Contractor shall ensure the MDOT EIMS is available to the MDOT/administrations user community during the prime period of performance (PPP) which is Monday through Friday from 08:00 AM until 5:00 PM EST. During the PPP, the following Service Level Agreement (SLA) shall be invoked.

SLA for Prime Period of Performance

Service Levels	Category Description	Phone Response	Restoration of Service	Response Availability
5	Urgent / System down	15 minutes	1 hour	5 days/week, Mon-Fri, 8AM-5PM
4	High	1 hour	4 hours	5 days/week, Mon-Fri, 8AM-5PM
3	Moderate	1 hour	1 work day	5 days/week, Mon-Fri, 8AM-5PM
2	Normal	1 hour	7 work days	5 days/week, Mon-Fri, 8AM-5PM
1	Low	1 Hour	30 days or less	5 days/week, Mon-Fri, 8AM-5PM
0	Planning	1 Hour	30 days or more	5 days/week, Mon-Fri, 8AM-5PM

Table 2: Service Level Agreement for Prime Period of Performance

4. During non-PPP, the TO Contractor’s SLA shall be that the problem is resolved or service is restored by the next business day.
5. The non-PPP period shall be Monday through Thursday from 5:01 PM until 07:59:00 AM EST and Friday 5:01 PM until Monday 07:59 AM EST.

2.10 BACKUP / DISASTER RECOVERY

1. The TO Contractor shall perform backups of the web, application, and database servers on a regular basis.
2. The TO Contractor’s backup process shall include daily incremental backups and full weekly backups of all volumes of servers. Daily backups shall be retained by the TO Contractor for one month, and weekly backups shall be retained for two years. The methodology by which these backups are conducted shall be mutually agreed upon.
3. The TO Contractor shall ensure that copies of all of the backups are stored off site and are maintained until MDOT approves disposal.
4. The application host shall be responsible for performing at least one Disaster Recovery (DR) application recovery per year with documented results being provided MDOT in an annual DR Report. The report shall indicate that the recovery was inclusive of all 5 Administrations that are part of this scope of work. Disaster recovery exercises shall be coordinated with MDOT TO Manager

2.11 PREMISES AND OPERATIONAL SECURITY

- Within sixty (60) days of Notice to Proceed, Contractor employees and subcontractors to be assigned to perform work under the resulting Contract shall be required to submit background check certification (see Attachment 14) to MDOT from recognized Law Enforcement Agencies, including the FBI.

Contractor shall be responsible for ensuring that its employees' and subcontractors' background check certifications are renewed annually, and at the sole expense to the Contractor.

- MDOT reserves the right to disqualify any 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 Contractor and subcontractor employees.
- Further, Contractor employees may be subject to random security checks during entry and leaving State secured areas. The State reserves the right to require Contractor employees to be accompanied while in secured premises.
- Contractor employees shall, while on State premises, display their State issued identification cards without exception.
- Contractor shall require its employees to follow the State of Maryland and Maryland Transportation Information Technology Security Policy and Standards throughout the term of the Contract.
- The State reserves the right to request that the Contractor submit proof of employment authorization of non-United States Citizens, prior to commencement of work under the resulting Contract.
- Contractor shall remove any employee from working on the resulting Contract where the State of Maryland provides evidence to the Contractor that said employee has not adhered to the security requirements specified herein.
- Resources proposed to perform services for 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 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 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.

2.12 HARDWARE, SOFTWARE, AND MATERIALS

1. Should third-party software be required in support of these applications, it shall be pre-approved by MDOT.
2. All licensing shall be transferable or licensed on behalf of MDOT.
3. All development work shall occur at the TO Contractor facilities with the use of their own hardware and software.

2.13 DELIVERABLES

2.13.1 Deliverables Submission Process

For each deliverable, the TO Contractor shall submit the deliverable to the TO Manager with format, content, and due date/timeframe as specified in Section 2.13.2. For each written deliverable, draft and final, the TO Contractor shall submit to the TO Manager one hard copy and one electronic copy in compliance with Acceptance Criteria column in Section 2.13.2.

Drafts of all final deliverables shall be delivered at least two (2) weeks in advance of when each final deliverable is due. Written deliverables defined as draft documents shall demonstrate due diligence in meeting the scope, requirements, and associated acceptance criteria of the deliverable.

A draft written deliverable may contain limited structural errors such as poor grammar, misspellings or incorrect punctuation, but shall:

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

Upon completion of a deliverable, the TO Contractor shall document each deliverable in final form to the TO Manager for acceptance. 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 (See Attachment 7 - Agency Acceptance Form). In the event of rejection, the TO Contractor shall correct the identified deficiencies or non-conformities and resubmit the deliverable to the Agency TO Manager. Subsequent project tasks may not continue until deficiencies with a pending 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 deficiencies have been addressed and the resolution(s) are accepted by the TO Manager, the TO Contractor shall incorporate the resolutions into the deliverable and resubmit the deliverable for acceptance.

A written deliverable defined as a final document shall satisfy the scope, requirements, and acceptance criteria for that deliverable. Final written deliverables shall be complete and shall not contain structural errors such as poor grammar, misspellings or incorrect punctuation.

- Be presented in a format appropriate for the subject matter and depth of discussion.
- Be organized in a manner that presents a logical flow of the deliverable’s content.
- Represent factual information reasonably expected to have been known at the time of submittal.
- Present information that is relevant to the Section of the deliverable being discussed.
- Be complete and address all State comments provided on the final draft deliverable.

The Agency required deliverables are defined in Section 2.13.2. Within the scope of this TORFP, the TO Contractor may suggest other subtasks or deliverables to improve the quality and success of the project.

2.13.2 Deliverables Chart

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.

ID #	Deliverable Description	Acceptance Criteria	Expected Delivery Date / Frequency
2.13.2.1	Progress Reports	Monthly progress reports shall be presented to the TO Manager in Microsoft Word format 2007 or later on the first Friday of every month. Progress report shall contain at a minimum the work accomplished during the monthly period, progress made on the deliverables, problems/issues, and planned activities for next month.	First Friday of every month.
2.13.2.2	Detailed Needs Assessment Analysis Document	The TO Contractor shall deliver a detailed analysis document upon completion of a needs assessment at the five MDOT administrations. This document shall be presented in Word format 2007 or later and shall include, but not be limited to:	NTP + 60 Calendar Days

		<ul style="list-style-type: none"> • Modal administrations business processes • Departmental functions and responsibilities • Protocols and procedures for data collection • Existing environmental data • Primary system components and architecture • External system interface requirements • Full systems implementation cost estimate 	
2.13.2.3	Software Deployment Plan	<p>Upon completion of the EIMS needs assessment, the TO Contractor shall provide MDOT with a deployment plan containing the schedule and associated costs for full system deployment and training schedule at each MDOT administration. Document must include any 3rd party licenses required for implementation. The TO Contractor shall not proceed to other phases of product development until a work order is obtained from MDOT.</p> <p>The Software Deployment Plan shall contain:</p> <ol style="list-style-type: none"> a. Software Deployment Standards; b. Software Deployment Schedules; c. Assignments to Subcontractors; d. Programming Languages; e. Software Testing Plan; f. Software Documentation Plan; and g. Software Management Plan. <p>A complete program of software testing shall be defined in the plan, to include: a summary of test procedures, dates and equipment to be used for each particular test. The Software Deployment Plan shall include a description of documentation to be provided for application programs, as well as incorporating standards to be followed and sample documentation, where available.</p>	10 working days from receipt of Needs Assessment Analysis Document
2.13.2.4	DEV, QA and PROD environments set up	For each environment, TO Contractor shall provide a URL with user ID and password for testing of availability.	NTP
2.13.2.5	Database Maintenance Plan	The TO Contractor shall deliver a Database Maintenance Plan that describes in detail all maintenance required weekly, monthly, quarterly and annually.	10 working days from receipt of Needs Assessment
2.13.2.6	Fully functioning EIMS systems for each MDOT Administration	The TO Contractor shall deliver a system to each MDOT administration, with all appropriate users and security set-up, database transactions functional, and appropriate backups being performed. .	Commences at a NTP for each MDOT administration Delivery 180 calendar days after delivery of Deployment Plan.

Disaster Recovery Report		Annually as scheduled with TO Manager
Project Schedule	Between 8-80 hours, includes all resources including State personnel needed. MS Project 2007 or later format.	NTP + 10 working days, updated weekly.
System Performance Reports	In Excel 2007 or later or Word 2007 or later format, deliver a report to the TO Manager showing system outages, average time to repair.....Report to indicate each application.	Monthly
Service Desk Reports	In Excel 2007 or later or Word 2007 or later format, deliver a report to the TO Manager showing the number of service desk calls, average time to resolve, number of open calls, number of closed calls in the last period. Report to be broken down by application.	Monthly
Transition-Out Plan		90 days prior to Contract expiration

2.14 WORK ORDER PROCESS

The TO Manager shall, on an as needed basis for needs capacity, and legislative mandates, issue work to the TO Contractor using this Work Order Process and completion of a Work Order form (Attachment 11). Proposed resource labor category(ies) shall be listed on Price Proposal 1A. The Work Order process is applicable on all tasks under this TORFP. The process for a Work Order request is as follows:

- 1) The TO Manager shall email a Work Order request to the TO Contractor via the Work Order. The request may include:
 - a. Technical requirements and description of the services needed;
 - b. Performance objectives and/or deliverables, as may be applicable;
 - c. Due date and time for submitting a response to the request;
 - d. Performance testing period; and
 - e. Other specific information as requested from the TO Contractor.

- 2) The TO Contractor shall respond by email to the TO Manager to the Work Order. The TO Contractor shall e-mail a response to the TO Manager within the specified time and include at a minimum:
 - a. A response that details the TO Contractor's understanding of the requirement/work.
 - b. A description of the proposed work plan in narrative format including time schedules, and if required a WBS chart. This description shall include a schedule of resources including proposed subcontractors and related tasks, including an explanation of how tasks shall be completed.
 - c. Identification of those activities or phases that can be completed independently or simultaneously versus those that must be completed before another activity or phase can commence.
 - d. The personnel resources, including those of MDOT and subcontractors, and estimated hours to complete the task.

- 3) The TO Manager will review the response and will either approve the work or contact the TO Contractor to obtain additional information, clarification or revision to the work.

- 4) Once satisfied, the TO Manager will send an e-mail to the TO Contractor with approval to proceed.

2.15 REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES

The TO Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting information technology projects, which may be created or changed periodically. The TO Contractor shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards and guidelines affecting project execution. The following policies, guidelines and methodologies can be found at <http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx> under “Policies and Guidance.” These may include, but are not limited to:

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

2.16 TO CONTRACTOR MINIMUM QUALIFICATIONS

The following are the minimum qualifications for Master Contractor eligibility to respond to this TORFP.

The Master Contractor firm shall have:

- At least three (3) years of experience hosting IT services

2.17 TO CONTRACTOR REQUIRED EXPERTISE

The TO Contractor shall be capable of furnishing all necessary services required to successfully complete all tasks and work requirements and produce high quality deliverables described herein. The Master Contractor shall have knowledge of Federal, State, and local regulatory compliance requirements; and environmental sustainability programs.

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. Project experience with the transportation sector is a plus.

- Demonstrate prior experience in the development and application of an EMS
 - The EMS experience shall be both U.S. Environmental Protection Agency and International Standards Organization based.
 - A minimum of eight (8) years of experience in a lead role of developing, implementing and evaluating IT solutions

2.18 INVOICING

Payment will only be made upon completion and acceptance of the deliverables defined in Section 2.13. Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS+ Master Contract. A proper invoice for payment shall contain the TO Contractor's Federal Tax Identification

Number, as well as the information described below, and must be submitted to the TO Manager for payment approval. Payment of invoices will be withheld if a signed Acceptance of Deliverable form – Attachment 7, is not submitted.

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

2.19 INVOICE SUBMISSION PROCEDURE

This procedure consists of the following requirements and steps:

- A) The invoice shall identify the respective MDOT agency for which work is being performed as the TO Requesting Agency, deliverable description, associated TOA number, date of invoice, period of performance covered by the invoice, and a TO Contractor point of contact with telephone number.
- B) The TO Contractor shall send the original of each invoice and supporting documentation (itemized billing reference for employees and any subcontractor and signed Acceptance of Deliverable form – Attachment 7, for each deliverable being invoiced) submitted for payment to the respective Agencies at the following address:

MDOT, The Secretary's Office

Dorothy Morrison
410-865-1397
410-865-1388 (fax)
7201 Corporate Center Drive, Hanover, MD 21076

Maryland Transportation Authority

Paul J Truntich Jr.
410-537-8373
410-537-1304 (fax)
1200 Frankfurst Avenue, Baltimore, MD 21226

Maryland Port Administration

Bill Richardson
P 410-633-1145, F 410-285-0921
401 East Pratt Street, Baltimore, MD 21202

Maryland Transit Administration

Robert Frazier
410-454-7317
410-454-7309 (fax)
1515 Washington Boulevard, Baltimore, MD 21230
MTA (same address)
Washington Boulevard Bus Division

Maryland Motor Vehicle Administration

Eric Asugha
410-762-5124
410-768-7266 (fax)
6601 Ritchie Hwy NE, Glen Burnie, MD 21062

- C) Invoices for final payment shall be clearly marked as “FINAL” and submitted when all work

requirements have been completed and no further charges are to be incurred under the TOA. In no event shall any invoice be submitted later than 60 calendar days from the TOA termination date.

2.20 MBE PARTICIPATION REPORTS

Monthly reporting of MBE participation is required in accordance with the terms and conditions of the CATS+ Master Contract by the 10th day of each month. The TO Contractor shall provide a completed MBE Participation form (Attachment 2, Form D-5) to MDOT at the same time the invoice copy is sent. The TO Contractor shall ensure that each MBE Subcontractor provides a completed MBE Participation Form (Attachment 2, Form D-6). Subcontractor reporting shall be sent directly from the subcontractor to MDOT. MDOT will monitor both the TO Contractor's efforts to achieve the MBE participation goal and compliance with reporting requirements. The TO Contractor shall email all completed forms, copies of invoices and checks paid to the MBE directly to the TO Manager.

SECTION 3 – TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1 REQUIRED RESPONSE

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

3.2 FORMAT

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

3.3 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, solution and schedule to address the requirements outlined in Section 2. All requirements shall be addressed in the order presented in this TORFP with cross-reference to the TORFP numbers.
- 2) Assumptions: A description of any assumptions formed by the Master Contractor in developing the Technical Proposal. Master Contractors should avoid assumptions that counter or constitute exceptions to TORFP terms and conditions.
- 3) Proposed Tools: A description of any tools, for example: hardware and/or software applications that will be used to facilitate the work.

B) MBE Participation

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

C) Subcontractors

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

D) Master Contractor and Subcontractor Experience and Capabilities

- 1) Provide (3) three examples of projects or contracts the Master Contractor has completed that were similar to Section 2 - Scope of Work and that demonstrates how the Master Contractor meets the minimum qualifications stated in Section 2.16. Master Contractor's examples can also include work performed as a sub-contractor. Each example must include contact information for the client organization complete with the following:
 - a) Name of organization
 - b) Point of contact name, title, email and telephone number (point of contact shall be accessible and knowledgeable regarding experience)
 - c) Services provided as they relate to Section 2 - Scope of Work.
 - d) Start and end dates (in mm/yy format) for each example project or contract. If the Master Contractor is no longer providing the services, explain why not.

- 2) State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any entity of the State of Maryland. For each identified contract, the Master Contractor shall provide:
 - a) Name of organization.
 - b) Point of contact name, title, and telephone number
 - c) Services provided as they relate to Section 2 - Scope of Work.
 - d) Start and end dates for each example project or contract. If the Master Contractor is no longer providing the services, explain why not.
 - e) Dollar value of the contract.
 - f) Whether the contract was terminated before the original expiration date.
 - g) Whether any renewal options were not exercised.

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

E) Proposed Facility

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

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.

3.4 TO FINANCIAL PROPOSAL

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

SECTION 4 – TASK ORDER AWARD PROCESS

4.1 OVERVIEW

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

4.2 TECHNICAL PROPOSAL EVALUATION CRITERIA

The following are technical criteria for evaluating a TO Proposal in descending order of importance. Failure to meet the minimum TO Contractor qualifications shall disqualify a proposal:

- The Master Contractor's proposed solution and understanding of the TORFP Scope of Work based on the required response in Section 2.
- Master Contractor and Subcontractor Experience and Capabilities as specified in Section 3.3.

4.3 SELECTION PROCEDURES

- A) TO Proposals will be assessed throughout the evaluation process for compliance with the minimum Master Contractor qualifications in Section 2.16 and quality of responses to Section 3.3 of the TORFP. TO Proposals deemed technically qualified will have their TO financial proposal considered. All others will be deemed not reasonably susceptible to award and will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.
- B) Qualified TO Financial Proposal responses will be reviewed and ranked from lowest to highest price proposed.
- C) The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment. In making this selections, the Technical Proposal will have greater weight than the Financial Proposal.
- D) All Master Contractors who proposed shall receive written notice from the TO Procurement Officer identifying the awardee.

4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT

Commencement of work in response to a TO Agreement shall be initiated only upon issuance of a fully executed TO Agreement, Completion of Attachment 14 – Criminal Background Check Affidavit, a Non-Disclosure Agreement (TO Contractor), a Purchase Order, and by a Notice to Proceed authorized by the TO Manager. See Attachment 5 – Notice to Proceed (sample).

**ATTACHMENT 1 – PRICE PROPOSAL – MONTHLY HOSTING
FOR CATS+ TORFP # J01B4400007**

Provide fixed monthly cost for the EIMS Hosting Services to be inclusive of all Master Contactor key and other personnel to be assigned to perform work under the TO through April 21, 2018.

EIMS HOSTING SERVICES FIXED-PRICE MONTHLY RECURRING COSTS			
<ul style="list-style-type: none"> • Record the fixed-price Monthly Recurring Price for EIMS Hosting Services. • Then multiply the Monthly Recurring Price in Column A by the number of months in Column B • Provide the total in Column C. • Add Column C and record the Total Evaluated Price. 			
	Column A	Column B	Column C
Contract Term	Monthly Hosting Services Price	Number of Months	Annual Total
January 1, 2014 – April 21, 2014 (Year 1 Master Contract rates apply here)		3 months and 21 days	\$
April 22, 2014 – April 21, 2015 (Year 2 Master Contract rates apply here)		12 Months	\$
April 22, 2015 – April 21, 2016 (Year 3 Master Contract rates apply here)		12 Months	\$
April 22, 2016 – April 21, 2017 (Year 4 Master Contract Rates apply here)		12 Months	\$
April 22, 2017 – April 21, 2018 (Year 5 Master Contract Rates apply here)		12 Months	\$
Hosting Services Fixed-price Years 1 – 5 Total			\$

ATTACHMENT 1A –LABOR CATEGORY PRICE PROPOSAL

FOR CATS + TORFP # J01B4400007

LABOR CATEGORIES for services authorized under Work Orders.

Prices are to be valid for 120 days

Rates listed shall be fully loaded rates. THIS FORM SHALL NOT BE ALTERED

Labor Categories <i>(Master Contractor to determine the CATS+ Labor Category and number of Resources needed to accomplish the maximum of 192 hours Annually.)</i>	A	B	C
	Fully Loaded Hourly Labor Rate	Total Hours Annually Shall not exceed 192 hours per Contract Year	Total Proposed CATS+ TORFP Price
Year 1 January 1, 2014 – April 21, 2014 (Year 1 Master Contract rates apply here)			
<i>Insert CATS+ Labor Category</i>	\$		\$
<i>Insert CATS+ Labor Category</i>	\$		\$
	Total Hours	192	
Total Cost Year #1			
Year 2 April 22, 2014 – April 21, 2015 (Year 2 Master Contract rates apply here)			
<i>Insert CATS+ Labor Category</i>	\$		\$
<i>Insert CATS+ Labor Category</i>	\$		\$
	Total Hours	192	
Total Cost Year #2			
Year 3 April 22, 2015 – April 21, 2016 (Year 3 Master Contract rates apply here)			
<i>Insert CATS+ Labor Category</i>	\$		\$
<i>Insert CATS+ Labor Category</i>	\$		\$
	Total Hours	192	
Total Cost Year #3			
Year 4 April 22, 2016 – April 21, 2017 (Year 4 Master Contract Rates apply here)			
<i>Insert CATS+ Labor Category</i>	\$		\$
<i>Insert CATS+ Labor Category</i>	\$		\$
	Total Hours	192	
Total Cost Year #4			
Year 5 April 22, 2017 – April 21, 2018 (Year 5 Master Contract Rates apply here)			
<i>Insert CATS+ Labor Category</i>	\$		\$
<i>Insert CATS+ Labor Category</i>	\$		\$
	Total Hours	192	
Total Cost Year #5			
Total Evaluated Price (Years 1-5)			\$

Authorized Individual Name

Company Name

Title

Company Tax ID #

The Hourly Labor Rate is the actual rate the State will pay for services and shall be recorded in dollars and cents. The Hourly Labor Rate cannot exceed the Master Contract Rate, but may be lower, and shall include all direct and indirect costs and profit for the Master Contractor to perform under the TO Agreement . Hourly Labor Rate shall be assumed to be fully loaded rates which shall include any travel expenses, etc. The total hours listed above are to be considered as estimated only and not to be construed as a guaranteed billable hours. Actual hours will be compensated at the total number of hours performed.

SUBMIT WITH THE TO FINANCIAL PROPOSAL

**ATTACHMENT 1B – PRICE PROPOSAL – FIXED PRICE NON-RECURRING COSTS
FOR CATS+ TORFP # J01B4400007**

EIMS FIXED PRICE COMPONENTS

Record the one-time fixed price for each listed service. Pricing shall be inclusive of all Master Contactor key and other personnel to be assigned to perform work under the Task Order. This is a one-time cost item during the first term of the Contract.

Description	Fixed Price
Needs Assessment	\$
System Set-up	\$
Training (courses for: Basic End-User, Administration, and System Administrator)	\$
Total Costs for Year 1 Fixed Price Components	\$

PRICE PROPOSAL SUMMARY

Hosting Services Fixed-price (Years 1 – 5 Total) ATTACHMENT 1	\$
Time & Materials (Years 1 – 5 Total) ATTACHMENT 1A	\$
Total Fixed Price Components (Year 1 only) ATTACHMENT 1B	\$
GRAND TOTAL	\$

SUBMIT WITH THE TO FINANCIAL PROPOSAL

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

**TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING
REQUIREMENTS**

CATS+ TORFP # J01B4400007

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.

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 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/ offeror's susceptibility of being selected for award in connection with the certified MBE participation goal and subgoals, if any.

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

MDOT MBE FORM 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

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.

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.

**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/offeror is unable to achieve the MBE participation goal and/or any subgoals (if applicable), then the bidder/offeror must request a waiver in Form A or the bid will be deemed not responsive, or the proposal not susceptible of being selected for award. You may wish to use the Goal/Subgoal Worksheet shown below to assist you in calculating the percentages and confirming that you have met the applicable MBE participation goal and subgoals (if any).

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

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/>	<p>3.1. <u>TOTAL PERCENTAGE TO BE PAID TO THE SUBCONTRACTOR</u> (STATE THIS PERCENTAGE AS A PERCENTAGE OF THE TOTAL CONTRACT VALUE- EXCLUDING PRODUCTS/SERVICES FROM SUPPLIERS, WHOLESALERS OR REGULAR DEALERS).</p> <p>_____ % (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</u> (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).</p> <p>_____ % Total percentage of Supplies/Products</p> <p>x _____ 60% (60% Rule)</p> <p>_____ % (Percentage for purposes of calculating achievement of MBE Participation goal and subgoals, if any)</p>

Please check if Continuation Sheets are attached.

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
		<p>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.</p>
<p>NAME OF MBE SUBCONTRACTOR AND TIER</p>	<p>CERTIFICATION NO. AND MBE CLASSIFICATION</p>	<p>FOR PURPOSES OF ACHIEVING THE MBE PARTICIPATION GOAL AND SUBGOALS, refer to Sections 6 and 7 in Part 1 - Instructions. State the percentage amount of the products/services in Line 3.1, except for those products or services where the MBE firm is being used as a wholesaler, supplier, or regular dealer. For items of work where the MBE firm is being used as a supplier, wholesaler and/or regular dealer, complete Line 3.2 using the 60% Rule.</p>
<p><input type="checkbox"/> Please check if MBE firm is a third-tier contractor (if applicable). Please submit written documents in accordance with Section 5 of Part 1 - Instructions</p>	<p>Certification Number:</p> <hr style="border: 0.5px solid black;"/> <p>(If dually certified, check only one box.)</p> <p><input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification</p> <hr style="border: 0.5px solid black;"/>	<p>3.1. TOTAL PERCENTAGE TO BE PAID TO THE SUBCONTRACTOR (STATE THIS PERCENTAGE AS A PERCENTAGE OF THE TOTAL CONTRACT VALUE- EXCLUDING PRODUCTS/SERVICES FROM SUPPLIERS, WHOLESALERS OR REGULAR DEALERS).</p> <p>_____ % (Percentage for purposes of calculating achievement of MBE Participation goal and subgoals, if any)</p> <p>3.2 TOTAL PERCENTAGE TO BE PAID TO THE SUBCONTRACTOR FOR ITEMS OF WORK WHERE THE MBE FIRM IS BEING USED AS A SUPPLIER, WHOLESALER AND/OR REGULAR DEALER) (STATE THE PERCENTAGE AS A PERCENTAGE OF THE TOTAL CONTRACT VALUE AND THEN APPLY THE 60% RULE PER SECTION 6(E) IN PART 1 - INSTRUCTIONS).</p> <p>_____ % Total percentage of Supplies/Products</p> <p>x 60% (60% Rule)</p> <p>_____ % (Percentage for purposes of calculating achievement of MBE Participation goal and subgoals, if any)</p>

Please check if Continuation Sheets are attached.

**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

**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

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.

MBE PRIME CONTRACTOR PAID/UNPAID MBE INVOICE REPORT

Maryland Department of Information Technology

Minority Business Enterprise Participation

Prime Contractor Paid/Unpaid MBE Invoice Report

Report #: _____ Reporting Period (Month/Year): _____ Report is due to the MBE Officer by the 10th of the month following the month the services were provided. Note: Please number reports in sequence	Contract #: _____ Contracting Unit: _____ Contract Amount: _____ MBE Subcontract Amt: _____ Project Begin Date: _____ Project End Date: _____ 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: <table border="1"> <thead> <tr> <th></th> <th>Invoice#</th> <th>Amount</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>Total Dollars Paid:</td> <td></td> <td></td> </tr> <tr> <td>\$ _____</td> <td></td> <td></td> </tr> </tbody> </table>			Invoice#	Amount	1.			2.			3.			4.			Total Dollars Paid:			\$ _____			List dates and amounts of any outstanding invoices: <table border="1"> <thead> <tr> <th></th> <th>Invoice #</th> <th>Amount</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>Total Dollars Unpaid:</td> <td></td> <td></td> </tr> <tr> <td>\$ _____</td> <td></td> <td></td> </tr> </tbody> </table>		Invoice #	Amount	1.			2.			3.			4.			Total Dollars Unpaid:			\$ _____		
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****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)	(AGENCY MBE LIASION OR APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS)
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SUBMIT AS INSTRUCTED IN TORFP.

MDOT MBE FORM D-6

SUBCONTRACTOR PAID/UNPAID MBE INVOICE REPORT

Minority Business Enterprise Participation

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:	State:	ZIP:
Phone:	FAX:	

Subcontractor Services Provided:

<p>List all payments received from Prime Contractor during reporting period indicated above.</p> <table border="0"> <tr> <td align="center">Invoice Amount</td> <td align="center">Date</td> </tr> <tr> <td>1.</td> <td></td> </tr> <tr> <td>2.</td> <td></td> </tr> <tr> <td>3.</td> <td></td> </tr> <tr> <td>4.</td> <td></td> </tr> </table> <p>Total Dollars Paid: \$ _____</p>	Invoice Amount	Date	1.		2.		3.		4.		<p>List dates and amounts of any unpaid invoices over 30 days old.</p> <table border="0"> <tr> <td align="center">Invoice Amount</td> <td align="center">Date</td> </tr> <tr> <td>1.</td> <td></td> </tr> <tr> <td>2.</td> <td></td> </tr> <tr> <td>3.</td> <td></td> </tr> <tr> <td>4.</td> <td></td> </tr> </table> <p>Total Dollars Unpaid: \$ _____</p>	Invoice Amount	Date	1.		2.		3.		4.	
Invoice Amount	Date																				
1.																					
2.																					
3.																					
4.																					
Invoice Amount	Date																				
1.																					
2.																					
3.																					
4.																					

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):**

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

Signature: _____ Date: _____
 (Required)

SUBMIT AS INSTRUCTED IN TORFP.

ATTACHMENT 3 – TASK ORDER AGREEMENT

CATS+ TORFP# J01B4400007OF MASTER CONTRACT #060B2490023

This Task Order Agreement (“TO Agreement”) is made this day of Month, 20__ by and between Task Order Contractor (TO Contractor) and the STATE OF MARYLAND, THE MARYLAND DEPARTMENT OF TRANSPORTATION.

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

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
 - a. “Agency” means the TO Requesting Agency, as identified in the CATS+ TORFP # J01B4400007.
 - b. “CATS+ TORFP” means the Task Order Request for Proposals # J01B4400007, dated September 5, 2013, including any addenda.
 - c. “Master Contract” means the CATS+ Master Contract between the Maryland Department of Information Technology and TO Contractor dated April 22, 2013.
 - d. “TO Procurement Officer” means TO Procurement Officer. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
 - e. “TO Agreement” means this signed TO Agreement between TO Requesting Agency and TO Contractor.
 - f. “TO Contractor” means the CATS+ Master Contractor awarded this TO Agreement, whose principal business address is _____.
 - g. “TO Manager” means TO Manager of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
 - h. “TO Technical Proposal” means the TO Contractor’s technical response to the CATS+ TORFP dated date of TO Technical Proposal.
 - i. “TO 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 TO Financial Proposal.

Scope of Work

- 1.1 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.
- 1.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS+ TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
 - a. The TO Agreement,
 - b. Exhibit A – CATS+ TORFP
 - c. Exhibit B – TO Technical Proposal

d. Exhibit C – TO Financial Proposal

1.3 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.

Time for Performance

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

Consideration and Payment

- 1.4 The consideration to be paid the TO Contractor shall be done so in accordance with the CATS+ TORFP and shall not exceed the total amount of the task order. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.
- 1.5 Payments to the TO Contractor shall be made as outlined in 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.
- 1.6 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**.
- 1.7 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

By: Thomas P. Hickey, Director of Procurement

Date

Witness: _____

ATTACHMENT 4 – CONFLICT OF INTEREST AND DISCLOSURE AFFIDAVIT

"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.

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

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.

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):

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

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

Date: _____

By: _____

(Authorized Representative and Affiant)

SUBMIT AS A .PDF FILE WITH TO TECHNICAL PROPOSAL

ATTACHMENT 5 – NOTICE TO PROCEED

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS+ Task Order Agreement # J01B4400007

Dear **TO Contractor Contact**:

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

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

Sincerely,

TO Procurement Officer

Task Order Procurement Officer

Enclosures (2)

cc: **TO Manager**

Procurement Liaison Office, Department of Information Technology

Project Management Office, Department of Information Technology

ATTACHMENT 6 – AGENCY RECEIPT OF DELIVERABLE FORM

I acknowledge receipt of the following:

TORFP Title: Hosted Environmental Information Management System (EIMS) Services

TO Agreement Number: # J01B4400007

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 7 – AGENCY ACCEPTANCE OF DELIVERABLE FORM

Agency Name: Maryland Department of Transportation

TORFP Title: Hosted Environmental Information Management System (EIMS) Services

TO Manager: **TO Manager and Phone Number**

To:

The following deliverable, as required by TO Agreement #J01B440007, has been received and reviewed in accordance with the TORFP.

Title of deliverable: _____

TORFP Contract Reference Number: Section # _____

Deliverable Reference ID # _____

This deliverable:

Is accepted as delivered.

Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

TO Manager Signature

Date Signed

ISSUED BY THE TO MANAGER AS REQUIRED IN THE TORFP.

ATTACHMENT 8 – NON-DISCLOSURE AGREEMENT (OFFEROR)

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

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS+ TORFP # J01B440007for **TORFP Project Name**. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to _____. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information described above, the OFFEROR agrees as follows:

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

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

SUBMIT AS REQUIRED IN THE TORFP

ATTACHMENT 9 – NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

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

RECITALS

WHEREAS, the TO Contractor has been awarded a Task Order Agreement (the “TO Agreement”) for **TORFP Title** TORFP No. J01B440007 dated _____, (the “TORFP”) issued under the Consulting and Technical Services procurement issued by the Department, Project Number 060B2490023; and

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

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

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

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

TO Contractor/TO Contractor's Personnel:

TO Requesting Agency:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SUBMIT AS REQUIRED IN THE TORFP

ATTACHMENT 10 – TO CONTRACTOR SELF-REPORTING CHECKLIST

The purpose of this checklist is for CATS+ Master Contractors to self-report on adherence to procedures for TO awarded under the CATS+ master contract. Requirements for TO management can be found in the CATS+ master contract RFP and at the TORFP level. The Master Contractor is requested to complete and return this form by the **Checklist Due Date** below. Master Contractors may attach supporting documentation as needed. Please send the completed checklist and direct any related questions to contractoversight@doit.state.md.us 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 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 No (If no, explain why) _____

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

Yes No (If no, explain why) _____

Section 4 – MBE Participation

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

%

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

Yes No (If no, explain why) _____

C) What is the actual MBE percentage to date? (divide the dollar amount paid to date to the MBE by the total amount paid to date on the TO)

%

(Example - \$3,000 was paid to date to the MBE sub-contractor; \$10,000 was paid to date on the TO; the MBE percentage is 30% ($3,000 \div 10,000 = 0.30$))

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

Yes No (If no, explain why) _____

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

Yes No

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

Section 5 – TO Change Management

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

Yes No (If no, explain why) _____

B) Does the change management procedure include the following?

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

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

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

C) Have any change orders been executed?

Yes No

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

D) Is the change management procedure being followed?

Yes No (If no, explain why) _____

ATTACHMENT 11 – SAMPLE WORK ORDER

WORK ORDER	Work Order #	Contract #		
<p>This Work Order is issued under the provisions of a XXX contract. The services authorized are within the scope of services set forth in the Purpose of the work order.</p>				
<p>Purpose</p>				
<p>Statement of Work Requirements:</p> <p>Deliverable(s), Acceptance Criteria and Due Date(s):</p> <p>Deliverables are subject to review and approval by AGENCY prior to payment. (Attach additional sheets if necessary)</p>				
Start Date		End Date		
Cost				
Description for Task / Deliverables	Quantity (if applicable)	Labor Hours (Hrs.)	Labor Rate	Estimate Total
1.			\$	\$
2.			\$	\$
*Include WBS, schedule and response to requirements.		AGENCY shall pay an amount not to exceed		\$
TO Contractor		AGENCY Approval		
(Signature) TO Contractor Authorized Representative (Date)		(Signature) AGENCY TO Manager (Date)		
POC	(Print Name)	TO Manager	(Print Name)	
Telephone No.		Telephone No.		
Email:		Email:		

ATTACHMENT 12 - 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 13 - 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 14 – CRIMINAL BACKGROUND CHECK AFFIDAVIT

AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

- A. I hereby affirm that _____ (TO Contractor) _____ has complied with Section 2.21 – Premises and Operational Security of CATS + TORFP # J01B440007

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

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

Master Contractor

Typed Name

Signature

Date

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

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

**EXHIBIT B – MAA JOINT ENVIRONMENTAL TRACKING SYSTEM (JETS) FUNCTIONAL
REQUIREMENTS (MAA)**

(See Attached)