

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

**OPENTEXT LIVELINK ENTERPRISE CONTENT
MANAGEMENT SYSTEM AND SUPPORT SERVICES**

CATS+ TORFP #J01B5400010



MARYLAND DEPARTMENT OF TRANSPORTATION
(MDOT)
MARYLAND TRANSPORTATION AUTHORITY
(MDTA)

Issue Date: December 8, 2014

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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 shall respond to this TORFP with either a Task Order (TO) Proposal to this TORFP or a Master Contractor Feedback form (See Section 3).

TORFP Title:	OPENText LiveLink Enterprise Content Management System and Support Services
TO Project Number (TORFP #):	FA 10 – IT Management Consulting Services
Functional Area:	J01B5400010
TORFP Issue Date:	12/08/2014
Questions Due Date and Time:	12/22/2014 at 2:00 p.m. Local Time
Closing Date and Time:	01/12/2015 at 2:00 p.m. Local Time
TORFP Requesting Agency:	Maryland Department of Transportation (MDOT) Maryland Transportation Authority, Division of Information Technology (MDTA DoIT)
Send Questions and Proposals to:	Joseph Palechek Email Address: jpalechek@mdot.state.md.us
TO Procurement Officer:	Joseph Palechek Office Phone: 410-865-1129 Office Fax: 410-865-1388
TO Manager:	Delores Ragsdale Office Phone Number: 410-537-6734 Office FAX Number: 410-537-6750
TO Type:	Time and Material
Period of Performance:	5 years from NTP
MBE Goal:	25 %
VSBE Goal:	0%
Small Business Reserve (SBR):	No
Primary Place of Performance:	Selected TO Contractor’s Site. Meetings, interviews and any other work that must be performed on site will be at MDTA base location (<i>Point Breeze complex 2310 Broening Highway, Baltimore, Maryland 21224</i>) in the Central Maryland area, but may be at any other MDTA location. A workspace with computer & phone will be available when on site at MDTA
TO Pre-proposal Conference:	A TO Pre-Proposal Conference will be held on Wednesday December 17, 2014, at 2:00 p.m., at MDOT Headquarters, 7201 Corporate Drive, Hanover MD 21076 in the 4 th floor Board Room. See Attachment 6 for specific details.

SECTION 1 - ADMINISTRATIVE INFORMATION

1.1 TORFP SUBJECT TO CATS+ MASTER CONTRACT

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

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

1.2 ROLES AND RESPONSIBILITIES

Personnel roles and responsibilities under the TO:

- **TO Procurement Officer** – The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement scope issues, and for authorizing any changes to the TO Agreement.
- **TO Manager** - The TO Manager has the primary responsibility for the management of the work performed under the TO Agreement; administrative functions, including issuing written directions; ensuring compliance with the terms and conditions of the CATS+ Master Contract.

The TO Manager will assign tasks to the personnel provided under this TORFP and will track and monitor the work being performed through the monthly accounting of hours deliverable for work types; actual work produced will be reconciled with the hours reported.

- **TO Contractor** – The CATS+ Master Contractor awarded the TO Agreement. The TO Contractor shall provide human resources as necessary to perform the services described in this TORFP Scope of Work.
- **TO Contractor Manager** - TO Contractor Manager will serve as primary point of contact with the TO Manager to regularly discuss progress of tasks, upcoming tasking, historical performance and resolve any issues that may arise pertaining to the TO contractor support personnel. The TO Contractor Manager will serve as liaison between the TO Manager and the senior TO Contractor management. Additionally, the TO Contractor Manager will serve as the Program Manager to assist in ensuring administrative and technical systems support, user and project management support and training on OPENText LiveLink's features and functionality for MDTA's suite of ECM applications
 - a. Document Imaging & Archive
 - b. Executive Correspondence System (ECS)
 - c. Streamlined Hiring & Recruitment Application (SHARP)
 - d. New and Existing ECM Solutions

The TO Contractor will provide invoices as specified under Section 2.13 Invoicing. The TO Contractor is responsible for making payments to the TO Contractor personnel.

- **TO Contractor Personnel** – Any resource provided by the TO Contractor in support of this TORFP over the course of the TORFP period of performance.

- **Proposed Personnel** – Any individual named in the TO Proposal by the Master Contractor to perform work under the scope of this TORFP. Proposed personnel shall start as of TO Agreement issuance unless specified otherwise.
- **MDOT Contract Management Office (CMO)** –The CMO is responsible for management of the TO contract after award.

1.3 TO AGREEMENT

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

1.4 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the date and exact time stated in the Key Information Summary Sheet above. The date and time of submission is determined by the date and time of arrival of all required files in the TO Procurement Officer's e-mail inbox.

1.5 ORAL PRESENTATIONS/INTERVIEWS

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

Interviews, which are a type of oral presentation, will be performed in person by all Offerors meeting minimum qualifications. All Offerors shall be interviewed in substantially the same manner.

1.6 QUESTIONS

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

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

1.7 TO PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference will be held on **Wednesday, December 17, 2014** beginning at 2:00 p.m. (Local Time) at **MDOT HQ, 7201 Corporate Centre Drive, Hanover, Maryland 21076 in the 4th floor Board Room**. Attendance at the Conference is not mandatory, but all interested TO Contractors are encouraged to attend in order to facilitate better preparation of their responses. Please see Attachment 6 for specific details on attendance. Confirmation of attendance is required by 2:00 p.m. Local Time on Monday, December 15, 2014.

As promptly as is feasible to the Conference, a summary of the Conference and all questions and answers will be distributed, free of charge, to all Master Contractors along with a listing of all Conference attendees.

In order to assure adequate seating and other accommodations at the pre-proposal conference, please e-mail the TO Procurement Officer indicating your planned attendance no later than three (3) business days prior to the pre-proposal conference. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, please contact the TO Procurement Officer no later than five (5) business days prior to the pre-proposal conference. The TO Requesting Agency will make reasonable efforts to provide such special accommodation.

1.8 CONFLICT OF INTEREST

The TO Contractor awarded the TO Agreement shall provide IT technical and/or consulting services for State agencies or component programs with those agencies, and 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 the form included as Attachment 4 of this TORFP. If the TO Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of COMAR 21.05.08.08A, the TO Procurement Officer may reject a Master Contractor's TO Proposal under COMAR 21.06.02.03B.

Master Contractors should be aware that the State Ethics Law, General Provisions Article, Title 5, might limit the selected Master Contractor's ability to participate in future related procurements, depending upon specific circumstances.

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

1.9 LIMITATION OF LIABILITY

The TO Contractor's liability is limited in accordance with Section 27 of the CATS+ Master Contract. TO Contractor's liability for this TORFP shall not exceed the total TO Agreement amount.

1.10 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 is required. 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 MDOT Contract Management Office.

1.11 TRAVEL REIMBURSEMENT

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

1.12 MINORITY BUSINESS ENTERPRISE (MBE)

This TORFP has MBE goals and sub-goals as stated in the Key Information Summary Sheet above.

In 2014, Maryland adopted new regulations as part of its Minority Business Enterprise (MBE) program concerning MBE primes. Those new regulations, which became effective June 9, 2014 and are being applied to this task order, provide that when a certified MBE firm participates as a prime contractor on a contract, an agency may count the distinct, clearly defined portion of the work of the contract that the

certified MBE firm performs with its own forces toward fulfilling up to fifty-percent (50%) of the MBE participation goal (overall) and up to one hundred percent (100%) of not more than one of the MBE participation subgoals, if any, established for the contract. Please see the attached MBE forms and instructions.

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 Minority Business Enterprise Forms and Section 3 Task Order Proposal Format and Submission Requirements). **Failure of the Master Contractor to indicate how they will satisfy MBE goals, complete, sign, and submit all required MBE documentation at the time of TO Proposal submission will result in the State's rejection of the Master Contractor's TO Proposal.**

1.12.1 MBE PARTICIPATION REPORTS

The MDTA will monitor both the TO Contractor's efforts to achieve the MBE participation goal and compliance with reporting requirements.

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

1.13 NON-DISCLOSURE AGREEMENT

1.13.1 NON-DISCLOSURE AGREEMENT (OFFEROR)

A reading room is currently not anticipated for this TORFP.

1.13.2 NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

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

1.14 LIVING WAGE

The Master Contractor shall abide by the Living Wage requirements under Title 18, State Finance and Procurement Article, Annotated Code of Maryland and the regulations proposed by the Commissioner of Labor and Industry.

All TO Proposals shall be accompanied by a completed Living Wage Affidavit of Agreement, Attachment 13 of this TORFP.

1.15 IRANIAN NON-INVESTMENT

All TO Proposals shall be accompanied by a completed Certification Regarding Investments in Iran, Attachment 16 of this TORFP.

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

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

1.17 MERCURY AND PRODUCTS THAT CONTAIN MERCURY

This section is not applicable.

1.18 PURCHASING AND RECYCLING ELECTRONIC PRODUCTS

This section is not applicable.

1.19 VETERAN OWNED SMALL BUSINESS ENTERPRISE (VSBE)

This TORFP has a VSBE goal as stated in the Key Information Summary Sheet above, representing the percentage of total fees paid for services under this Task Order.

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SECTION 2 - SCOPE OF WORK

2.1 PURPOSE

The Maryland Department of Transportation (MDOT) Office of Procurement (also referenced as the Authority) is issuing the CATS+ TORFP on behalf of the Maryland Transportation Authority's Division of Information Technology (MDTA DoIT), to obtain consulting services, technical project management and operation and maintenance support for the OPENText LiveLink Enterprise Content Management Systems.

The TO Contractor shall recommend, evaluate, develop, enhance, maintain and support the enterprise collaboration and document management system. The TO Contractor shall also support the integration of other client/server and web-based systems with OPENText's Enterprise Content Management collaboration and document management system as needed.

The purpose of this task order is to establish a contract with a qualified Master Contractor who can provide consulting services, technical project management and operation and maintenance support starting immediately upon Notice to Proceed (NTP). For any new expansion or implementation projects the MDTA and the TO Contractor will jointly plan the project approach, resources needed, schedule, etc. Work to be performed under these expansion or implementation projects will be defined through the sub-task order process defined in Section 2.14.

The Master Contractor shall include as part of its proposal the number of resources and labor categories required to meet the needs described in this TORFP. Our intent is to make a single award for the services described in this TORFP and evaluate only the Master Contractor's staffing plan, the proposed approach to meeting the requirements of the scope of this TORFP and the TO Financial Proposal. Master Contractors are to provide NO resumes of personnel as part of this proposal.

2.2 REQUESTING AGENCY BACKGROUND

The MDTA is an independent State agency established in 1971 to finance, construct, manage, operate and improve the State's toll facilities, as well as to finance new revenue-producing transportation projects for the Maryland Department of Transportation. The MDTA has eight toll facilities – two turnpikes, two tunnels and four bridges to help keep traffic moving in Maryland. The MDTA's governing board has established the position of Executive Secretary to act as the chief executive officer of MDTA, administering the day-to-day business of the MDTA and its 1,800 employees, including a 600-unit police force.

MDTA is a non-budgeted agency that relies solely on revenues generated from its transportation facilities. Disposition of these revenues is governed by a Trust Agreement between MDTA and its bondholders.

MDTA enhances the State's financial ability to expand its transportation system with state-of-the art toll facilities that link the major transportation arteries of the East Coast, as well as throughout the state of Maryland. Tolls are the most precise mechanism to fund transportation facilities. They directly link costs with revenues and user benefits with user fees. Toll financing provides dedicated revenues to ensure adequate operation and maintenance of toll facilities.

MDTA's projects and services are funded through tolls paid by the customers who use the MDTA's facilities, other user revenues and the proceeds from toll revenue bonds issued by MDTA. The State enjoys a unique benefit by having all of Maryland's toll facilities operated by one agency. Toll revenues are pooled to cover financing, construction, operating, maintenance and law-enforcement costs, thus providing the strongest possible security for financing transportation-improvement projects. In addition to its own toll facilities, MDTA provides conduit financing for revenue producing transportation capital projects such as parking garages and the new rental car facility at BWI Thurgood Marshall Airport. (Please see MDTA's website at <http://www.mdtastate.md.us>)

2.3 SYSTEM AND TECHNICAL BACKGROUND

2.3.1 System Background

The MDTA currently owns 225 OPENText LiveLink Licenses. The MDTA has successfully implemented OPENText LiveLink for the Division of Communications (DOC), Human Resources (OHRWAD), and the Finance divisions. MDTA has relied on a CATS II contract to maintain, upgrade and enhance its enterprise content management software and provide user support and or training for Live Link's features and functionality. MDTA has grown in recent years and its technological capabilities and responsibilities have increased. With those additional responsibilities, the need for efficient and effective project management and O&M (*Operation and Maintenance*) processes and technical tools has also increased. In addition to supporting Systems Administration and Operations and Maintenance (O&M) of OPENText LiveLink, new development and upgrade projects have fueled the need for an additional level of support that requires the utilization of key project management methodologies that support full life cycle application development.

MDTA is committed to adhering to phase centric life cycle project management processes in compliance with the State of Maryland's Systems Development Lifecycle (SDLC) as appropriate to ensure accountability, earned value and best results in product and service quality in systems maintenance, upgrades to systems infrastructure and enhancements in application development that require planning, design, construction, testing, integration and deployment into the existing MDTA environment. OPENText LiveLink is currently in use in the following areas and the applications in use are:

- a. **Executive Correspondence System (ECS)** in use by the Executive Offices and the Division of Communication (DOC)

ECS is used primarily by the DOC and supports several other MDTA business entities. ECS handles a significant amount of correspondence and their related responses. The primary job of the **DOC** is to present and manage the MDTA's public image. The DOC serves as an official voice of the MDTA for employees, news, traffic reporters, motorists, elected officials, business and community leaders and the general public. The DOC's responsibility areas include media and customer relations, public affairs, marketing and communications, all of which require close coordination between **DOC** staff and the MDTA's other divisions and offices. In addition, the DOC manages the content for MDTA web sites; produces a biweekly e-newsletter for MDTA employees; and provide photography, video, printing, mailroom and graphic-design services. Correspondence from a variety of sources is centrally captured, stored and tracked

electronically in virtual work packages. The work packages are distributed enterprise wide using automated predefined and ad-hoc workflows that comply with existing eGov and eCommerce standards. The ECS system handles all correspondence addressed to the MDTA and any other correspondence not directly addressed to the MDTA that may need to be reviewed and responded to by the MDTA. This would include correspondence for the:

1. **Executive Offices** – Within this office ECS handles correspondence addressed to high level approving Authority and other correspondence for which the approving authority may need to review and or respond
 2. **Legislative Offices-** Within this office ECS handles legislative related correspondence
 3. **E-Z Pass Offices** – Within this office ECS handles correspondence for the E-Z Pass system
 4. **Capital Planning-** Within this office ECS handles correspondence related to capital planning efforts
 5. **Division of Operations-** Within this office ECS handles correspondence which is used to respond to certain internal correspondences.
- b. **Streamlined Hiring and Recruitment Process (SHARP)** for use by the Office of Human Resources and Workforce Development (OHRAWD).

The **SHARP** application manages the recruitment process more efficiently and effectively to meet the goal of decreasing time to recruit and place new hires for the MDTA. SHARP is a web based application used to automate the recruitment and examination business processes within HR that attract, identify and select the most qualified candidates in a competitive and timely manner. The SHARP application is used by the Recruitment and Classification division within the OHRAWD to conduct recruitment, examinations and selection processes and procedures in accordance with direction provided in the Transportation Services Human Resource Systems (TSHRS) Personnel Policies and Procedures. The primary functions performed in OHRAWD for Recruitment and Examinations that involve OPENText LiveLink are:

- Creating and processing a recruitment to fill a vacancy
- Establish and maintain electronic eligible lists of prequalified applicants
- Document repository that store and manage recruitment documentation and comments
- Workflow assignment, notification and approval process that tracks the recruitment through the recruitment and examination process
- Minimizes time spent in communication between different approving divisions
- Email notifications and alerts
- Process user/group assignments as appropriate via real-time history and status of workflow information
- Paperless routing and approval
- Consistent document management and tracking

- c. **Document Imaging & Archive** in use by the Division of Finance (Finance)

The Division of Finance is using OPENText LiveLink Enterprise Content Management (ECM) document imaging and archiving. Finance is responsible both for the overall

financial management of MDTA's operations as well as MDTA's services as a financing conduit for other Maryland transportation agencies. A Special Projects Coordinator is tasked with archiving the division's financial files and performs the necessary quality control checks. New laws and regulations have been passed that dictate what must be kept and for how long as well as what information must be destroyed and how. OPENText Document Imaging and Archive has streamlined this responsibility and the strict and laborious manual procedures used to support this process have been eliminated. The MDTA is confident that it has an electronic document imaging and archival program in place that satisfies the needs of the Finance department while meeting legal compliance standards.

The functions performed in Finance that involve OPENText LiveLink include the utilization of document imaging and archiving for the following business functions and automate, scan, organize, store and archive:

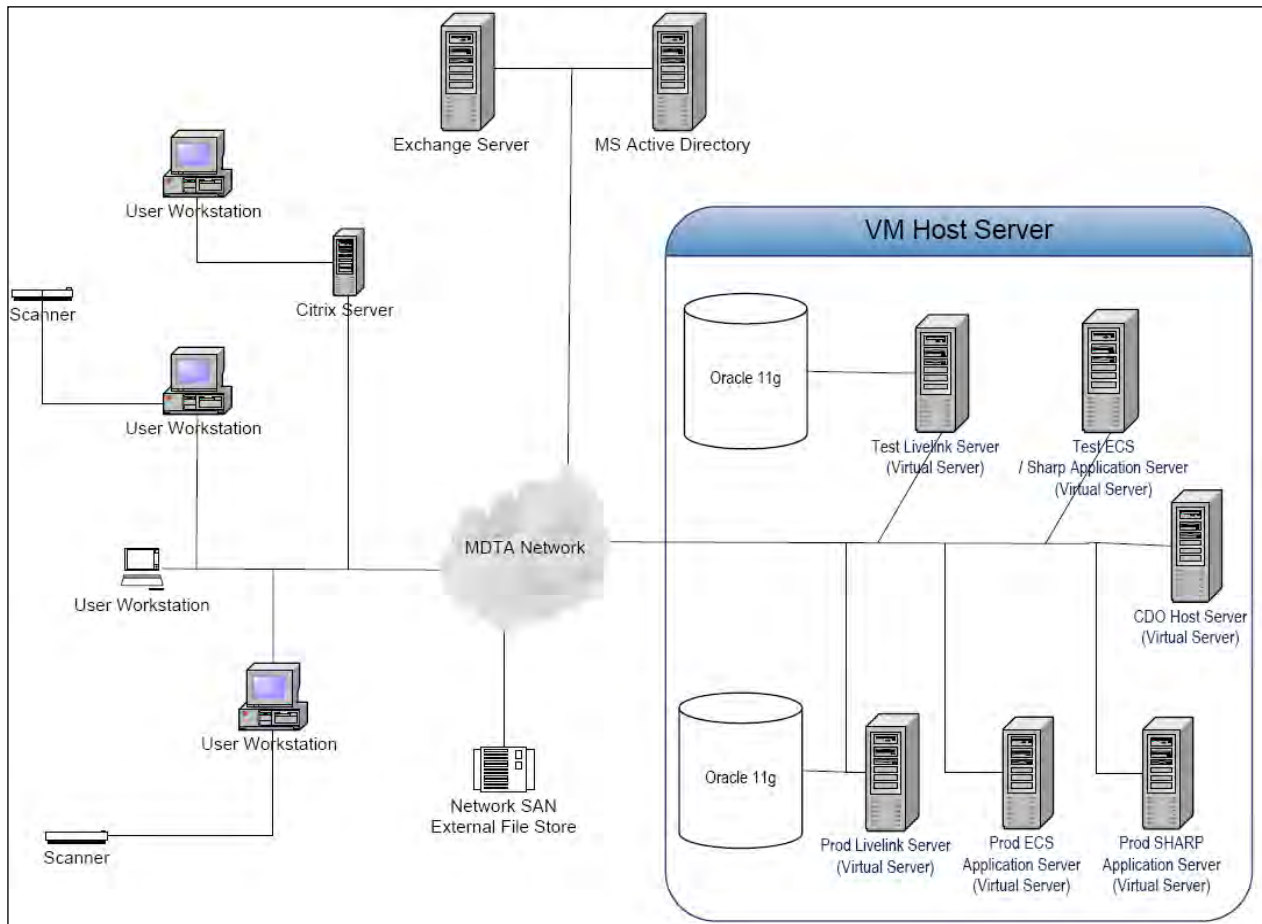
1. Accounting services, including activities related to the processing and management of accounts payable as well as payroll accounting
2. Corporate Purchasing Cards and supporting documentation
3. Accounts Receivable Documents (Billings and Receipts)
4. Journal Entries, and W-9s

2.4 TECHNICAL ENVIRONMENT

The diagram below provides an overview of the MDTA's current OPENText LiveLink Platform. In an effort to protect the MDTA's current investment, all future LiveLink solutions should reside within the constraints of the MDTA's current OPENText LiveLink Platform. The MDTA's technical environment includes a Microsoft network running on HP blade servers supporting primarily Windows-based server operating systems (Windows 2003/2008 Server) within a VMware virtual environment.

The MDTA's desktop computers are primarily Windows XP Professional and Windows 7 Professional with the following standard software packages:

- Adobe Acrobat Reader 8.0
- Google Earth Enterprise Client 6.1
- Internet Explorer 8.0
- Microsoft Office Outlook 2003 (with Microsoft Exchange Server 2003 backend)
- Microsoft Office Professional 2003



a. LiveLink Workstation Configuration

In addition to the standard software packages, the LiveLink/ECS workstation configuration also includes:

1. Java 2 SDK 1.4.x or higher (Java Virtual Machine)

b. LiveLink COTS configuration information:

1. Hosted in a VM Environment
2. Internet Information Server (IIS) version 6.0
3. LiveLink (now OPEN Content) Version 10.0 SP1 base software version.
4. Installed LiveLink modules
 - a. HTML Template Mapping - 9.7.0
 - b. LiveLink Directory Services - 3.1.0
 - c. LiveLink E-mail Services - 4.8.5
 - d. LiveLink Explorer E-Mail Integration - 4.8.5
 - e. LiveLink Explorer Professional - 4.8.5
 - f. LiveLink Explorer Standard - 4.8.5
 - g. LiveLink Forms - 9.7.1
 - h. LiveLink Forms Workflow - 9.7.1
 - i. LiveLink Forms Workflow Painter - 9.7.1
 - j. LiveLink Web Forms - 9.7.1

- k. LiveReports Hyperlink - 9.7.1
- l. Momentum Systems Single Logon - 9.7.0
- m. eLink Server - 9.7.1
- n. eLink Module - 9.7.1
- o. GUI Enhancements - 4.0.0
- p. WebDAV - 3.6.0
- q. Classifications - 4.1.0
- r. Communities of Practice - 3.8.0
- s. Wiki - 1.2.0
5. Java 2 SDK 1.4.x
6. J-Integra (Java /Exchange Bridge)
7. Oracle 11g Database

2.5 MDTA FUTURE TECHNOLOGIES

MDTA anticipates that during the course of this TORFP the following new technologies will or may be implemented, and the TO Contractor is expected to be familiar with and/or capable of supporting OPENText LiveLink integrations with these technologies:

- Implementation/ expansion of web based reporting and data entry
- Implementation of Computer Aided Dispatch / Records Management Systems (CAD/ RMS)
- Microsoft Dynamics SL 2011
- Microsoft Office 2010
- Migrate from MS Exchange to Google Gmail / Google Docs
- Thin Client Devices connecting to a Virtual Desktop (VDI) to replace existing desktop computer
- Migration from Oracle Server to SQL Server Platform
- Cloud technologies that support secured hosting ($\geq 99\%$ uptime) and capable of supporting test, development and production server environments minimizing TCO
- Software Encryption Technologies
- Highly complex integration capability at the Enterprise Level
- Data security standards that are FISMA compliant for cloud computing
- Open Source Architecture

2.6 PROFESSIONAL DEVELOPMENT

The TO Contractor shall ensure continuing education opportunities for the personnel provided to support this TORFP. Further, any IT services personnel obtained under this TORFP shall maintain any required professional certifications for the duration of the resulting TO.

Actual course costs, travel, and related expenses are the responsibility of the TO Contractor. Eligible continuing education shall be associated with technologies currently used or anticipated for use by MDTA in the near future.

2.7 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES

The TO Contractor shall comply with all applicable laws, regulations, policies, standards, and guidelines affecting information technology and technology projects, which may be created or changed periodically.

The TO Contractor shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards and guidelines affecting security and technology project execution.

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

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

2.8 TO CONTRACTOR REQUIREMENTS

The TO Contractor personnel shall perform tasks associated with Project Management and Operations and Maintenance for the MDTA.

The TO Contractor shall provide office workspace and equipment to the personnel performing services under this TORFP. No dedicated office workspace or Authority-owned computer workstations will be provided to the selected TO Contractor's personnel. The TO Contractor is expected to have a development environment and test environment at its site. On the occasion that meetings and any other work must be performed on site at the MDTA base location (Point Breeze complex 2310 Broening Highway, Baltimore, Maryland 21224) in the Central Maryland area, or any other MDTA location, a workspace with a phone will be available when on site at MDTA.

There can be instances where the TO Contractor at the request of MDTA will need to provide a dedicated staff member to work out of the MDTA headquarters temporarily in support of an ECM project(s) underway to ensure the relationship with stakeholders are developed and/or maintained. On this occasion if working from the headquarters a workstation, a phone and workspace will be provided.

2.8.1 TRANSITION PLAN

The Authority intends to have a period of overlap (duration unspecified) between the incumbent contractor and the awardee of this Task Order. During this period of overlap, it is critical for the new TO Contractor, the incumbent team, and the Authority to coordinate an effective transition of roles and responsibilities, work activities, and work products.

The TO Contractor will prepare a draft Transition Plan to ensure that transition activities are well thought through, planned for, and communicated to all parties. The goal is to have the transition occur with the least impact to the Authority and to maximize the institutional knowledge transfer from the incumbent contractor to the TO Contractor during the overlap period.

Beginning with the contract kick off meeting, the TO Contractor will work with the Authority, and its incumbent team as appropriate, to develop a schedule and approach to effecting and implementing the transition of roles and responsibilities, work activities, and work products. Additionally, the TO

Contractor will work with the Authority to establish a mutually agreeable updated Service Support Agreement and a mutually agreeable tailored State of Maryland SDLC that will govern the contract.

The draft Transition Plan should break down planned activities into three phases: Pre-Transition Phase, Transition Phase, and Post-Transition Phase and the primary activities to be performed within each phase should be described.

2.8.2 TEAM COLLABORATION TOOL

The TO Contractor will have the capability of hosting a portal or using an automated tool to support information sharing across virtual teams in multiple locations for this Task Order. The portal or automated tool should be based on an industry standard software product and capable of supporting project collaboration and time, resource, cost and completion tracking for work order management, work order tracking, issue management and issue tracking. The portal or other automated tool should offer a highly effective way to keep everyone on a geographically dispersed team informed and up-to-date.

2.8.3 IMPLEMENTATION OF NEW AND ENHANCED SOLUTIONS

For new and enhancement project implementations, the TO Contractor personnel shall be capable and expected to follow project management methodologies and best practices to conduct:

A. Project Management

1. The TO Contractor shall work with the MDTA TO Manager and one or more MDTA Project Managers and shall develop a detailed project schedule and plan using Microsoft Project that lays out the project deliverables, milestones, tasks, individuals responsible, hours, labor rates, and projected completion dates. The project schedule shall also clearly identify all tasks that will require MDTA resources and the estimated level of collaboration in hours and detail. Any additional documentation deliverables necessary to coordinate, track and implement the project in collaboration with the MDTA Project Manager is to be further determined and expected. Once the MDTA's Project Manager approves the project schedule, it shall become the baseline to gauge schedule variance and TO Contractor performance for all project activities. The TO Manager will oversee and ensure the work is performed according to both party expectations and resolve any area of ambiguity or contention that arise. The MDTA Project Manager will work with the TO Contractor and implement the project as defined in the project management plan.
2. Risk Assessment: Identification and prioritization of risks and description of strategies to mitigate risks
3. The TO Contractor, at the direction of the MDTA Project Manager, shall facilitate a Project Kickoff Meeting to include the project teams from both parties and the project's Executive Sponsor. At a minimum the project kickoff meeting should cover these key areas:
 - Purpose of the project
 - Project approach and timeline of the project
 - Goals and deliverables
 - Roles and responsibilities
 - Critical success factors

4. Once a month the TO Contractor shall submit a monthly project status report (see Attachment 12) and an updated Microsoft Project schedule to the TO Manager.
5. The TO Contractor shall be responsible for submitting a monthly invoice and supporting documentation for services performed (See Section 2.13.2)

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

1. The TO Contractor shall work with the MDTA Project Manager and or if applicable the TO Manager to schedule Business Requirement Sessions.
2. The TO Contractor shall conduct the Business Requirement Sessions. The purpose of these sessions is to meet with the MDTA's Subject Matter Experts (SMEs) to help fully understand and document the current business processes and the proposed OPENText LiveLink solution requirements.
3. The TO Contractor shall use the information elicited during the business requirement session(s) with the stakeholders to draft and finalize the Business Requirements Document.

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

1. The TO Contractor shall work with the MDTA Project Manager and or if applicable the TO Manager to schedule System Design Sessions.
2. The TO Contractor shall conduct the System Design Sessions. The TO Contractor shall use the information elicited during the design session(s) with the user(s) to draft and finalize the Functional Systems Design Requirements Document.
3. The System Design Document shall accommodate the functionality and features specified in the Business Requirements Document.

D. System Integration & Testing

1. The TO Contractor shall submit a draft and final document of the Integrated Systems Test (IST) and User Acceptance Test (UAT) Plans to the MDTA for review and approval. At a minimum the IST and UAT Plan shall include testing procedures and test scripts. The UAT testing procedures and scripts shall be used during UAT sessions.
2. The TO Contractor shall have a development environment and test environment at their site.
3. Once the TO Contractor has successfully developed and tested a LiveLink System solution that is ready for MDTA user testing, the TO Contractor shall deploy the system into the MDTA test environment so that UAT can be conducted.
4. Any setup or installation work to be performed in the MDTA's environment requires the submission and approval of a Configuration Change Request (CCR) by the MDTA Local Change Advisory Board (MDTA_CAB) and MDOT Change Advisory Board (CAB). Therefore, the TO Contractor shall provide the MDTA with the installation procedures, documentation, scripts, etc. that will be used for such work at least three weeks prior to the start date for this work. This will allow time for the CCR approval process to complete. This includes work such as server software installations, database setup & configurations, and client installations.
5. The TO Contractor shall meet with the MDTA's IT Staff to discuss the implementation plan for installing LiveLink into the MDTA's test and production environments. After this meeting the TO Contractor shall develop an Implementation Plan that describes in detail the strategy for implementing OPENText LiveLink into the MDTA's test and

production environments. At a minimum the Implementation Plan should provide the following information:

- An overview of the system;
 - A technical architecture network diagram that shows the high level IT infrastructure
 - A brief description of the major tasks involved in implementation;
 - Identification of IT MDTA resources needed for LiveLink Test and Production deployment
 - The estimated amount of time (in days) required to setup the test and production environments
6. After UAT sessions are completed the TO Contractor shall submit a UAT Report to the MDTA Project Manager. The UAT Report shall outline system bugs, system defects, system deficiencies, and potential enhancements identified during UAT sessions.
 7. The TO Contractor shall work with the MDTA Project Manager and/or if applicable the TO Manager to ensure that all system bugs and deficiencies are resolved before the newly developed system is deployed into the MDTA production environment.

E. System Implementation

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

F. Training

1. The TO Contractor shall submit a draft and final Training Plan that outlines the specific learning objectives for the different groups of end users and administrators. Also, the Training Plan shall establish the types of training to be conducted, the number of classes, and the proposed training schedule.
2. The TO Contractor shall submit a draft and final End User Training Manual and System Administrator Training Manual to the MDTA Project Manager and the TO Manager for approval. After approval by the MDTA Project Manager and the MDTA TO Manager, the TO Contractor shall provide hard copy End User Training Manuals and System Administrator Manuals for ALL students and or Operation Systems Support personnel that attend training.
3. The End User Manual shall be the primary reference guide for end users, therefore, it shall be an easy to follow guide with screenshots and hints that helps users to quickly learn the new system. The system administrator's manual must clearly and accurately document system maintenance procedures, how to add and remove users, and how to support and troubleshoot the most common system problems.
4. The TO Contractor shall work with the MDTA Project Manager and the TO Manager to schedule classroom training for end users and system administrators. If the MDTA cannot provide a facility for end users classroom training then the TO Contractor shall be able to provide a facility for end users classroom training. System Administrators and or Operation Systems Support personnel training can be conducted as one-on-one training sessions.

G. Additional Support

MDTA may issue a Fixed Price Sub Task Order for additional work related to OPENText Enterprise Content Management Project Management.

2.8.4 OPENTEXT LIVELINK SYSTEM SUPPORT SERVICES (OPERATIONS & MAINTENANCE)

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

A. System Support Services

The TO Contractor shall work with the TO Manager in developing a new or maintaining an existing System Support Agreement and SLA (Service Level Agreement) that describes how OPENText LiveLink system support shall be conducted and the services that shall be provided. At a minimum the System Support Agreement and SLA should cover the following items:

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

B. Additional Support

MDTA may issue a Fixed Price Sub Task Order for additional work related to OPENText Enterprise Content Management Operation and Maintenance support.

Any other information that the TO Manager and TO Contractor deem necessary to include in the System Support Agreement.

2.8.5 SERVICE LEVEL AGREEMENT (SLA)

Priority levels, their descriptions/examples, and the expected resolution time for each priority are listed below. Resolution time is measured from initiation of a Help Desk request to the time the problem is resolved or a workaround is provided. Upon acknowledgement of the Help Desk request, the TO Manager will assign TO Contractor Personnel to schedule an onsite visit or provide an estimated time of completion if possible.

Level	Category	Response Time	Resolve within	Business and Financial Exposure	Work Outage	Clients Affected	Workaround
5	Critical	15 minutes or less	2 Hours or less	The issue creates a serious business or, financial exposure or public safety risk.	The issue causes the systems or clients to be unable to work, or be unable to work or perform some significant portion of their job, or impacts public safety and transportation.	The issue affects a number of clients, high profile clients (i.e. first responders, executive management, and critical systems) or involves a public safety system.	There is no acceptable workaround to the problem (i.e. the job cannot be performed in any other way).
4	Emergency	30 minutes or less	4 Hours or less	The issue creates a serious business risk, financial exposure or public safety risk.	The issue causes the systems or clients to be unable to work, or be unable to work or perform some significant portion of their job, or impacts public safety and transportation.	The issue affects a number of clients, high profile clients (i.e. first responders, executive management, and critical systems) or involves a public safety system.	There is no acceptable workaround to the problem (i.e. the job cannot be performed in any other way).
3	Urgent	2 hours or less	24 Hours or less	The issue creates a serious	The issue causes the systems or	The issue affects a number of	There may or may not be an acceptable

				business risk, financial exposure or public safety risk.	clients to be unable to work, or be unable to work or perform some portion of their job, or impacts public safety and transportation.	clients, high profile clients (i.e. first responders, executive management, and critical systems) or involves a public safety system.	workaround to the issue, however, system, service or component degradation continues to exist.
2	Routine	Within 24 hours	7 Days or less	The issue creates a low business risk, financial exposure or public safety risk.	The issue causes the client to be unable to perform some small portion of their job, but there are still able to complete most other tasks. This may also include questions and requests for information.	The issue affects a number of clients	There is likely an acceptable workaround to the problem. The system, service or component is experiencing minor performance degradation.
1	Low	Within 2 days	30 Days or less	The issue creates a very low business risk, financial exposure or public safety risk.	The issue is typically a request for service with ample lead time. This may also include questions and requests for information.	The issue affects a number of clients or individuals	There is an acceptable workaround to the problem.

2.8.6 BACKUP / DISASTER RECOVERY

The TO Contractor in consultation with the TO Manager shall perform or provide instructions to perform backups of the web, application, and database servers on a regular basis. This shall include daily incremental backups and full weekly backups of all volumes of the OPENText servers. Retention schedules and offsite locations shall be developed in collaboration with MDTA.

Currently, daily backups shall be retained for one month, and weekly backups shall be retained for two years, by the TO Contractor. Daily backups shall be stored off-site by the TO Contractor. This information is subject to change according to the infrastructure administration policies with MDTA. The TO Contractor will work with the MDTA Office of Operations and Support to validate this process and develop a disaster recovery plan and RACI chart.

2.8.7 REQUIREMENTS FOR HARDWARE, SOFTWARE, AND MATERIALS

The TO Contractor shall prepare software releases and documentation and stage at the TO Requesting Agency for validation in the system test environment. The TO Requesting Agency will provide authorization to proceed to upgrade production environment once testing of system testing environment is complete. The TO Requesting agency will have the ability to manage the distribution of these releases to the appropriate sites. To support this requirement the TO Contractor shall propose and fully describe their solution for updating all sites with any new software releases or modules.

Any software or hardware required to support the systems will be obtained through another contract mechanism.

2.9 PERFORMANCE AND PERSONNEL

2.9.1 WORK HOURS

- Business Hours Support: The TO Contractor's collective assigned personnel shall support core business hours (7:30 AM to 5:30 PM), Monday through Friday except for State holidays, Service Reduction days, and Furlough days observed by the Maryland Transportation Authority. TO Contractor personnel may also be required to provide occasional support outside of core business hours, including evenings, overnight, and weekends, to support: specific efforts and emergencies to resolve system repair or restoration.
- Scheduled Non-Business Hours Support: Services may also involve some evening and/or weekend hours performing planned system upgrades, in addition to the core business hours. Any time worked performing after hour's work must be billed based on the actual time worked at the Task Order approved labor rates.
- State-Mandated Service Reduction Days: TO Contractor personnel shall be required to participate in the State-mandated Service Reduction Days as well as State Furlough Days. In this event, the TO Contractor will be contacted and notified in writing by the TO Manager of these details.
- Minimum and Maximum Hours: Full-time TO Contractor personnel shall work a minimum of 40 hours per week with starting and ending times as approved by the TO Manager. A flexible work schedule may be used with TO Manager approval, including time to support any efforts outside core business hours. TO Contractor personnel may also be requested to restrict the number of hours TO Contractor personnel can work within a given period of time that may result in less than an eight hour day or less than a 40 hour work week.
- Vacation Hours: Requests for leave shall be submitted to the TO Manager at least two weeks in advance. The TO Manager reserves the right to request a temporary replacement if leave extends longer than one consecutive week. In cases where there is insufficient coverage, a leave request may be denied.

2.9.2 PERFORMANCE EVALUATION

TO Contractor personnel will be evaluated by the TO Manager on an annual basis for assignments performed during that period. The TO Manager shall evaluate performance of each TO Contractor resource using the established performance evaluation form included as Attachment 18.

2.9.3 PERFORMANCE ISSUE MITIGATION

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

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

2.9.4 SUBSTITUTION OF PERSONNEL

The substitution of key personnel during the evaluation period, prior to award, is prohibited. Substitutions of any kind, post proposal due date, but prior to award, is considered to be the equivalent of an alternate proposal, and is prohibited.

The procedure for substituting personnel after award is as follows:

- A. The TO Contractor may not substitute personnel without the prior approval of the TO Manager.
- B. To replace any personnel, the TO Contractor shall submit resumes of the proposed individual specifying the intended approved labor category. Any proposed substitute personnel shall have qualifications equal to or better than those of the replaced personnel.
- C. Proposed substitute individual shall be approved by the TO Manager. The TO Manager shall have the option to interview the proposed substitute individual. After the interview, the TO Manager shall notify the TO Contractor of acceptance or denial of the requested substitution.

2.9.5 PREMISES AND OPERATIONAL SECURITY

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

- B. Further, TO Contractor employees and subcontractors may be subject to random security checks during entry and exit of State secured areas. The State reserves the right to require TO Contractor employees and subcontractors to be accompanied while on secured premises.
- C. TO Contractor employees shall, while on State premises, display their State issued identification cards without exception.
- D. TO Contractor shall require its employees to follow the State of Maryland and Maryland Transportation Authority IT Security Policy and Standards throughout the term of the Contract.
- E. The State reserves the right to request that the TO Contractor submit proof of employment authorization of non-United States citizens, prior to commencement of work under the resulting Contract.
- F. TO Contractor shall remove any employee from working on the resulting Contract where the State of Maryland provides evidence to the TO Contractor that said employee has not adhered to the security requirements specified herein.
- G. The cost of complying with all security requirements specified herein are the sole responsibilities and obligations of the TO Contractor and its subcontractors and no such costs shall be passed through to or reimbursed by the State or any of its agencies or units.

2.10 DELIVERABLES

2.10.1 DELIVERABLE SUBMISSION

The TO Contractor shall submit to the TO Manager an electronic copy compatible with Microsoft Office 2003 or greater, Microsoft Project 2003 or greater and/or Visio 2003 or greater for each written deliverable, draft and/or final.

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

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

In the event of rejection, the TO Contractor shall correct the identified deficiencies or non-conformities. Subsequent project tasks may not continue until deficiencies with a deliverable are rectified and accepted by the TO Manager or the TO Manager has specifically issued, in writing, a waiver for conditional continuance of project tasks. Once the State's issues have been addressed and resolutions are accepted by the TO Manager, the TO Contractor shall incorporate the resolutions into the deliverable and resubmit the deliverable for acceptance.

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

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

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 OPENText LiveLink Content Management System projects or support services.

2.10.2 DELIVERABLE ACCEPTANCE

A final deliverable shall satisfy the scope and requirements of this TORFP for that deliverable, including the quality and acceptance criteria for a final deliverable as defined in Section 2.10.4 Deliverable Descriptions/Acceptance Criteria. (Deliverables are detailed in Section 2.8.)

The TO Manager shall review a final deliverable to determine compliance with the acceptance criteria as defined for that deliverable. The TO Manager is responsible for coordinating comments and input from various team members and stakeholders. The TO Manager is responsible for providing clear guidance and direction to the TO Contractor in the event of divergent feedback from various team members.

The TO Manager will issue to the TO Contractor a notice of acceptance or rejection of the deliverable. The invoice must be accompanied by supporting documentation or invoice will not be processed until supporting documentation is received.

2.10.3 MINIMUM DELIVERABLE QUALITY

The TO Contractor shall subject each deliverable to its internal quality-control process prior to submitting the deliverable to the State. (Deliverables are detailed in Section 2.8)

Each deliverable shall meet the following minimum acceptance criteria:

- A. Meets the acceptance criteria applicable to that deliverable, including any State policies, functional or non-functional requirements, or industry standards.
- B. Contains no structural errors such as poor grammar, misspellings or incorrect punctuation.

A draft written deliverable may contain limited structural errors such as incorrect punctuation, and shall represent a significant level of completeness toward the associated final written deliverable. The draft written deliverable shall otherwise comply with minimum deliverable quality criteria above.

2.10.4 DELIVERABLE DESCRIPTIONS / ACCEPTANCE CRITERIA

The TO Contractor may suggest other subtasks, artifacts, or deliverables to improve the quality and success of the assigned tasks.

I. For Implementation of Any New Solutions (Projects)			
ID #	Deliverable Description	Acceptance Criteria	Due Date / Frequency
2.10.4.1	<p><i>Project Management Services</i> Updated Monthly Schedule Submissions Monthly Status Reports (Format to be determined by MDTA)</p>	See Section 2.10.2 & 2.10.3	Monthly, by the 3rd of each month.

II. OPENText LiveLink System Support Services			
ID	Deliverable Description	Acceptance Criteria	Due Date / Frequency
2.10.4.2	<p><i>System Support Services</i> Monthly Invoice Billing (Project /O&M)</p>	See Section 2.10.2 & 2.10.3	Monthly, by the 15 th of each month.

2.10.5 SYSTEM DOCUMENTATION

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

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

2.11 MINIMUM QUALIFICATIONS

2.11.1 OFFEROR’S COMPANY MINIMUM QUALIFICATIONS

Only those Master Contractors that fully meet all minimum qualification criteria shall be eligible for TORFP proposal evaluation. The Master Contractor’s proposal and references will be used to verify minimum qualifications. The Master Contractor’s proposal shall demonstrate meeting the following minimum requirements:

- The Master Contractor or subcontractor must be a current member of the OPENText Partner Program. Preference will be given to Master Contractor or subcontractor that is at the Platinum, Premier, or Select participation level.
- The Master Contractor must have at least five (5) years of experience providing support and program management of developing and maintaining new and existing solutions for the

OPENText application (Subcontractor experience shall not be used to demonstrate satisfying this minimum qualification).

2.11.2 OFFEROR'S PERSONNEL MINIMUM QUALIFICATIONS

Not Applicable

2.12 TO CONTRACTOR STAFFING PREFERRED QUALIFICATIONS

The following qualifications are expected and will be evaluated as part of the technical proposal.

- A. Professional Certification in the prospective area of expertise
- B. The team proposed by the Master Contractor demonstrates individually at least three (3) years of experience with OPENText LiveLink in one or more of the following service areas:
 - a. Project Management
 - b. Systems Requirements (e.g. workflows, business analysis, business processes, business and or functional requirements)
 - c. Systems Design (e.g. system personalization/customization and or specifications)
 - d. Systems Integration & Testing
 - e. User Acceptance Testing
 - f. Systems Implementation (deployment, release management)
 - g. Training
 - h. Systems Support and Administration
- C. A subcontractor with three (3) years or more experience providing support and program management of developing or maintaining new and existing solutions for the OPENText application

2.13 INVOICING

Invoices will be submitted by the TO Contractor to the TO Manager on a monthly basis by the 15th business day of each month for all work completed in the previous month. All invoices submitted for payment shall be accompanied by a copy of the monthly report, time sheets and supporting details for all personnel for whom time is billed.

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

Upon verification and acceptance of the invoices by the TO Manager, payment will be made to the TO Contractor.

2.13.1 TIME SHEET SUBMISSION AND ACCEPTANCE

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

2.13.2 INVOICE SUBMISSION PROCEDURE

This procedure consists of the following requirements and steps:

- A. A proper invoice shall identify “Maryland Transportation Authority” as the recipient and contain the following information: date of invoice, TO Agreement number, deliverable description, deliverable number (e.g., “2.7.4.1.”), period of performance covered by the invoice, a total invoice amount, and a TO Contractor point of contact with telephone number. Also include for each person covered by the invoice the following, individually listed per person: name, hours worked, hourly labor rate, invoice amount.
- B. The TO Contractor shall send each monthly invoice and supporting documentation (i.e.: monthly report that is defined by MDTA) to MDTA TO Manager via email to:
dragsdale@MDTA.state.md.us
Delores Ragsdale
Maryland Transportation Authority
Division of Information Technology
2400 Broening Highway, Suite 117
Baltimore, MD 21224
- C. Invoices for final payment shall be clearly marked as “FINAL” and submitted when all work requirements have been completed and no further charges are to be incurred under the TO Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.

2.14 SUB- TASK ORDER PROCESS

Requests for work within the constraints of this Sub-Task Order shall occur via a Sub-Task Order process that will be used to request and identify the work needed. The Sub-Task Order request will identify the level of effort and the amount of time the work will take. It will identify the cost of the work and the staff that will support the work and communicate when the work will begin and where the work is relative to completion.

- A) The TO Manager shall e-mail a Sub-Task Order Request (See Attachment 17) to the TO Contractor to provide consultative, technical project and or Operations and Maintenance support service that is within the scope of this TORFP. The Sub-Task Order Request will include;
 - 1) Technical requirements and description of the service or resources needed
 - 2) Performance objectives and/or deliverables, as applicable
 - 3) Due date and time for submitting a response to the request
 - 4) Required place(s) where work must be performed
 - 5) Other logistics to be determined which will vary depending upon the type of work requested
- B) The TO Contractor shall e-mail a response to the TO Manager within the specified time and include at a minimum:
 - 1) A response that details and confirms the TO Contractor’s ability and capacity (*bandwidth*) to do the work

- 2) A response that details the TO Contractor's understanding of the work, the level of effort in hours and cost and a schedule indicating when the work will be completed;
 - 3) It is preferred that the TO Contractor has an automated method of tracking, collaborating and communicating the completion of the work and the actual amount of time and effort taken to conduct the work such that all information can be traced back to support documentation for invoicing and or reporting.
 - 4) A price to complete the Sub-Task Order Request using the format provided in Attachment 17 or format to be determined.
 - 5) A description of proposed resources required to perform the requested tasks, with CATS+ labor categories listed in accordance with Attachment 1.
 - 6) An explanation of how tasks shall be completed and scheduled completion dates. This description shall include proposed subcontractors and related tasks also.
 - 7) State-furnished information, work site, and/or access to equipment, facilities, or personnel
 - 8) The proposed personnel resources, including any subcontractor personnel, to complete the task.
- C) For a T&M Sub-Task Order, the TO Manager will review the response and will confirm the proposed labor rates are consistent with the CATS + Master Contract; for a fixed price Sub-Task Order, the TO Manager will review the response and will confirm the proposed prices are acceptable and within proposed pricing of the TO Financial Proposal.
- D) The TO Contractor will contact the TO Manager to obtain additional information, clarification, confirmation or revision to the Sub-Task Order.
- E) The TO Contractor shall furnish resumes of proposed personnel specifying their intended labor category and rates not to exceed the proposed labor rates of the CATS + Master Contract. Proposed personnel on any Sub-Task Order shall be approved by the TO Manager. The TO Manager shall have the option to interview the proposed personnel. The TO Manager shall notify the TO Contractor of acceptance or denial of the personnel.
- F) The TO Manager will approve the work to begin after the Sub-Task Order has been approved.

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SECTION 3 - TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1 REQUIRED RESPONSE

Each Master Contractor receiving this CATS+ TORFP shall respond no later than the submission due date and 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.

A TO Proposal shall conform to the requirements of this CATS+ TORFP.

3.2 SUBMISSION

The TO Proposal shall be submitted via two e-mails, each not to exceed 2 MB. If a submission exceeds this size, split the submission into two or more parts and include the appropriate part number in the subject (e.g., part 1 of 2) after the subject line information above.

The TO Technical Proposal shall be contained in one email, with two attachments. This email shall include:

- Subject line “CATS+ TORFP #J01B5400010 Technical” plus the Master Contractor Name
- One attachment labeled “TORFP J01B5400010 Technical - Attachments” containing all TO Technical Proposal Attachments (see Section 3.3 below), signed and in PDF format.
- One attachment labeled “TORFP J01B5400010 Technical – Proposal” in Microsoft Word format (2007 or later).

The TO Financial Proposal shall be contained in one e-mail containing as attachments all submission documents detailed in section 3.4.2, with password protection. The Procurement Officer will contact Offerors for the password to open each file. Each file shall be encrypted with the same password.

- Subject line “CATS+ TORFP #J01B5400010 Financial” plus the Master Contractor Name
- One attachment labeled “TORFP J01B5400010 Financial” containing the TO Financial Proposal contents, signed and in PDF format.

3.3 SUMMARY OF ATTACHMENTS

No attachment forms shall be altered. Signatures shall be clearly visible.

The following attachments shall be included with the TO Technical Proposal:

- Attachment 2 - MBE Forms D-1 and D- Signed PDF
- Attachment 4 – Conflict of Interest Affidavit and Disclosure - Signed PDF
- Attachment 13 – Living Wage Affidavit of Agreement - Signed PDF
- Attachment 16 - Certification Regarding Investments in Iran - Signed PDF

The following attachments shall be included with the TO Financial Proposal:

- Attachment 1 Price Proposal – Signed PDF. TO Financial Proposal shall be contained in one e-mail with password protection.

3.4 PROPOSAL FORMAT

A TO Proposal shall contain the following sections in order:

3.4.1 TO TECHNICAL PROPOSAL

A) Proposed Services

- 1) Executive Summary: A one-page summary describing the Master Contractor's understanding of the TORFP scope of work (Section 2) and proposed solution.
- 2) Proposed Solution: A more detailed description of the Master Contractor's understanding of the TORFP scope of work, proposed methodology and solution. The proposed solution shall be organized to exactly match the requirements outlined in Section 2.
- 3) Staffing Plan: Master Contractor shall articulate the team roles, responsibility and the approach to satisfying the requirements of the TO.
- 4) Past Performance: TO Contractor shall specify past performance with a State Government or private entity to include references
- 5) Key Personnel: TO Contractor shall identify a TO Contractor Manager who will serve as the primary point of contact throughout the Task Order
- 6) Sample Documentation for:
 - (a) Draft Work Breakdown Structure (WBS): A matrix or table that shows a breakdown of the tasks required to complete the requirements and deliverables in Section 2 - Scope of Work. The WBS should reflect the chronology of tasks without assigning specific time frames or start / completion dates. The WBS may include tasks to be performed by the State or third parties, for example, independent quality assurance tasks. If the WBS appears as a deliverable in Section 2 – Scope of Work, the deliverable version will be a final version. Any subsequent versions shall be approved through a formal configuration or change management process.
 - (b) Draft Project or Work Schedule: A Gantt or similar chart containing tasks and estimated time frames for completing the requirements and deliverables in Section 2 - Scope of Work. The final schedule should come later as a deliverable under the TO after the TO Contractor has had opportunity to develop realistic estimates. The Project or Work Schedule may include tasks to be performed by the State or third parties.
 - (c) Draft Risk Assessment: Identification and prioritization of risks inherent in meeting the requirements in Section 2 - Scope of Work. Includes a description of strategies to mitigate risks. If the Risk Assessment appears as a deliverable in Section 2 – Scope of Work, that version will be a final version. Any subsequent versions should be approved through a formal configuration or change management process.
- 7) Transition Plan: TO Contractor shall submit a draft Transition plan for communicating and identifying the approach to how the TO Contractor will work with the Authority

and its incumbent team to develop a schedule and implement the transition of roles and responsibilities, work activities, and work products.

- 8) 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.
- 9) Tools: Tools the TO Contractor owns and proposes for use to meet any requirements in Section 2.

B) Compliance with Offeror’s Company Minimum Qualifications

Offerors will complete the following table to demonstrate compliance with the Offeror’s Company Minimum Requirements in Section 2.11.1.

Reference	Minimum Requirements	Evidence of Compliance
2.11.1	The Master Contractor or subcontractor must be a current member of the OPENText Partner Program. Preference will be given to Master Contractor or subcontractor that is at the Platinum, Premier, or Select participation level.	Offeror documents evidence of compliance here.
2.11.1	The Master Contractor must have at least five (5) years of experience providing support and program management of developing and maintaining new and existing solutions for the OPENText application (Subcontractor experience shall not be used to demonstrate satisfying this minimum qualification.)	Offeror documents evidence of compliance here.

C) TORFP Staffing

- 1) Provide a Staffing Management Plan that demonstrates how the Offeror will provide resources in addition to the personnel requested in this TORFP, and how the TO Contractor Personnel shall be managed. Include:
 - a) Planned team composition by role (**All other team composition shall be described by role only**).
 - b) Process and proposed lead time for locating and bringing on board resources that meet TO needs
 - c) Supporting descriptions for all labor categories proposed in response to this TORFP
 - d) Description of approach for quickly substituting qualified personnel after start of TO
- 2) Provide the names and titles of the Master Contractor’s management staff who will supervise the personnel and quality of services rendered under this TO Agreement.

D) MBE, SBE Participation and VSBE Participation

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

NO SBR or VSBE forms are required for this TORFP.

E) Subcontractors

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

F) Overall Master Contractor team organizational chart

Provide an overall team organizational chart with all team resources available to fulfill the TO scope of work.

G) Master Contractor and Subcontractor Experience and Capabilities

- 1) Provide up to three examples of engagements or contracts the Master Contractor has completed that were similar to Section 2 - Scope of Work. Include contact information for each 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 for each example engagement or contract.
 - e) Current Master Contractor team personnel who participated on the engagement.
 - f) 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.
- 3) For each identified contract, the Master Contractor shall provide the following (if not already provided in sub paragraph 1 above):
 - a) Contract or task order name
 - b) Name of organization.
 - c) Point of contact name, title, email, and telephone number (point of contact shall be accessible and knowledgeable regarding experience)
 - d) Start and end dates for each engagement or contract. If the Master Contractor is no longer providing the services, explain why not.
 - e) Dollar value of the contract.
 - f) Indicate if the contract was terminated before the original expiration date.
 - g) Indicate if any renewal options were not exercised.

Note - State of Maryland experience can be included as part of Section 2 above as engagement or contract experience. State of Maryland experience is neither required nor given more weight in proposal evaluations.

H) State Assistance

Provide an estimate of expectation concerning participation by State personnel.

I) 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 4, of the General Provisions 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.

J) Proposed Facility

The TO Contractor shall provide office workspace and equipment to the personnel performing services under this TORFP. No dedicated office workspace or Authority-owned computer workstations will be provided to the selected TO Contractor's personnel. The TO Contractor is expected to have a development environment and test environment at their site. On the occasion that meetings and any other work must be performed on site at the MDTA base location (Point Breeze complex 2310 Broening Highway, Baltimore, Maryland 21224) in the Central Maryland area, or any other MDTA location, a workspace with a phone will be available when on site at MDTA.

3.4.2 TO FINANCIAL PROPOSAL

- A) A description of any assumptions on which the Master Contractor's TO Financial Proposal is based (Assumptions shall not constitute conditions, contingencies, or exceptions to the price proposal);
- B) Attachment 1– The TO Financial Proposal shall be contained as detailed in Section 3.2 and 3.3, with password protection. The TO Procurement Officer will contact Offerors for the password to open each file. Each file shall be encrypted with the same password.
- C) To be responsive to this TORFP, the Price Sheet (Attachment 1) shall provide labor rates for all labor categories anticipated for this TORFP. Proposed rates shall not exceed the rates defined in the Master Contract for the Master Contract year(s) in effect at the time of the TO Proposal due date.
- D) Prices shall be valid for 120 days

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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 TO Agreement award determination, the Maryland Transportation Authority will consider all information submitted in accordance with Section 3.

4.2 TO PROPOSAL EVALUATION CRITERIA

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

1. The TO Contractor's understanding of the work to be accomplished
2. TO Contractor Past performance on similar projects
3. OPENText Partner Program Premier Participation Level and Service/Reseller Provider
4. Satisfactory references for the Master Contractor for any project
5. The overall experience and capability for the Master Contractor to meet requirements as defined in this TORFP as described in the Master Contractor's TO Technical Proposal and as represented in the oral presentation. (See Section 1.5 Oral Presentations/Interviews).
6. The ability for the Master Contractor to meet staffing expectations relative to supplying additional personnel for this TORFP meeting qualifications in Section 2.12.
7. Demonstration of how the Master Contractor plans to staff the task order at the levels set forth in Section 2.1 and Section 3.4.1.C for potential future resource requests.

4.3 SELECTION PROCEDURES

- A. TO Proposals will be assessed throughout the evaluation process for compliance with the minimum qualifications listed in Section 2 of this TORFP, and quality of responses to Section 3.4.1 TO Technical Proposal.
- B. For TO Proposals deemed technically qualified, the associated TO Financial Proposal will be opened. All others will be deemed not reasonably susceptible for award and the TO Procurement Officer will notify the Master Contractor it has not been selected to perform the work.
- C. For TO Proposals submitted via e-mail, MDTA will contact Offerors for the password to access TO Financial Proposal data. The TO Procurement Officer will only contact those Offerors with TO Proposals that are reasonably susceptible for award. Offerors that are unable to provide a password that opens the TO Financial Proposal documents will be deemed not susceptible for award. Subsequent submissions of financial content will not be allowed.
- D. Qualified TO Financial Proposal responses will be reviewed and ranked from lowest to highest price proposed.
- E. The most advantageous TO Proposal considering both the technical and financial submissions shall be selected for TO award. In making this selection, technical merit has greater weight.
- F. All Master Contractors submitting a TO Proposal shall receive written notice from the TO Procurement Officer identifying the awardee.

4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT

Commencement of work in response to a TO Agreement shall be initiated only upon issuance of a fully executed TO Agreement, a Non-Disclosure Agreement (To Contractor) Attachment 11, a Purchase Order, Criminal Background Check Affidavit Attachment 19 and by a Notice to Proceed authorized by the TO Manager. See Attachment 7 - Notice to Proceed (sample).

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LIST OF ATTACHMENTS

Attachment Label	Attachment Name	Applicable to this TORFP?	Submit with Proposal?* (Submit, Do Not Submit, N/A)
Attachment 1	Price Proposal	Applicable	Submit with TO Financial Proposal with password protection.
Attachment 2	Minority Business Enterprise Participation (Attachments D-1 – D-7)	Applicable	Submit with TO Technical Proposal
Attachment 3	Task Order Agreement (TO Agreement)	Applicable	Do Not Submit with Proposal
Attachment 4	Conflict of Interest Affidavit and Disclosure	Applicable	Submit with TO Technical Proposal
Attachment 5	Labor Category Personnel Resume Summary	Not Applicable	N/A
Attachment 6	Pre-Proposal Conference Directions	Applicable	Do Not Submit with Proposal
Attachment 7	Notice to Proceed (Sample)	Applicable	Do Not Submit with Proposal
Attachment 8	Agency Receipt of Deliverable Form	NOT Applicable	N/A
Attachment 9	Agency Deliverable Product Acceptance Form (DPAF)	NOT Applicable	Do Not Submit with Proposal
Attachment 10	Non-Disclosure Agreement (Offeror)	Not Applicable	N/A
Attachment 11	Non-Disclosure Agreement (TO Contractor)	Applicable	Do Not Submit with Proposal
Attachment 12	TO Contractor Self-Reporting Checklist	Applicable	Do Not Submit with Proposal
Attachment 13	Living Wage Affidavit of Agreement	Applicable	Submit with TO Technical Proposal
Attachment 14	Mercury Affidavit	Not Applicable	N/A
Attachment 15	Veteran Owned Small Business Enterprise Utilization Affidavit	Not Applicable	N/A
Attachment 16	Certification Regarding Investments in Iran	Applicable	Submit with TO Technical Proposal
Attachment 17	Sample Work Order	Applicable	Do Not Submit with Proposal
Attachment 18	Performance Evaluation Form	Applicable	Do Not Submit with Proposal
Attachment 19	Criminal Background Check Affidavit	Applicable	Do Not Submit with Proposal – Due prior to commencement of work on the task order.

*if not specified in submission instructions, any attachment submitted with response shall be in PDF format and signed

ATTACHMENT 1 PRICE PROPOSAL

PRICE PROPOSAL (TIME AND MATERIALS) FOR CATS+ TORFP #J01B5400010

Role/Responsibility	Proposed Labor Category	Fully Loaded Hourly Labor Rate	Total Class Hours Annually	Total Proposed Price
Year 1				
<i>Project Manager</i>		\$	2080	\$
<i>Systems Administrator</i>		\$	2080	\$
<i>Developer</i>		\$	2080	\$
<i>Business Analyst</i>		\$	2080	\$
<i>QA Analyst</i>		\$	2080	\$
<i>Systems Analyst</i>		\$	2080	\$
<i>Trainer</i>		\$	2080	\$
Total Year #1				\$
Year 2				
<i>Project Manager</i>		\$	2080	\$
<i>Systems Administrator</i>		\$	2080	\$
<i>Developer</i>		\$	2080	\$
<i>Business Analyst</i>		\$	2080	\$
<i>QA Analyst</i>		\$	2080	\$
<i>Systems Analyst</i>		\$	2080	\$
<i>Trainer</i>		\$	2080	\$
Total Year #2				\$
Year 3				
<i>Project Manager</i>		\$	2080	\$

<i>Systems Administrator</i>		\$	2080	\$
<i>Developer</i>		\$	2080	\$
<i>Business Analyst</i>		\$	2080	\$
<i>QA Analyst</i>		\$	2080	\$
<i>Systems Analyst</i>		\$	2080	\$
<i>Trainer</i>		\$	2080	\$
Total Year #3				\$
Year 4				
<i>Project Manager</i>		\$	2080	\$
<i>Systems Administrator</i>		\$	2080	\$
<i>Developer</i>		\$	2080	\$
<i>Business Analyst</i>		\$	2080	\$
<i>QA Analyst</i>		\$	2080	\$
<i>Systems Analyst</i>		\$	2080	\$
<i>Trainer</i>		\$	2080	\$
Total Year #4				\$
Year 5				
<i>Project Manager</i>		\$	2080	\$
<i>Systems Administrator</i>		\$	2080	\$
<i>Developer</i>		\$	2080	\$
<i>Business Analyst</i>		\$	2080	\$
<i>QA Analyst</i>		\$	2080	\$
<i>Systems Analyst</i>		\$	2080	\$

<i>Trainer</i>		\$	2080	\$
Total Year #5				\$
TOTAL EVALUATED PRICE (Years 1 – 5)				\$

Authorized Individual Name

Company Name

Title

Company Tax ID #

Signature

Date

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING REQUIREMENTS

CATS+ TORFP #J01B5400010

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 (TO Contractor Paid/Unpaid MBE Invoice Report) 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 (Subcontractor Paid/Unpaid MBE Invoice Report). 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 A
STATE-FUNDED CONTRACTS
CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT
PAGE 1 OF 2

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

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

1. MBE Participation (PLEASE CHECK ONLY ONE)

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

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

OR

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

2. Additional MBE Documentation

I understand that if I am notified that I am the apparent awardee or as requested by the Procurement Officer, I must submit the following documentation within 10 business days of receiving such notice:
 (a) Outreach Efforts Compliance Statement (MDOT MBE Form C - State-Funded Contracts);
 (b) Subcontractor Project Participation Statement (MDOT MBE Form D - State-Funded Contracts);
 (c) If waiver requested, MBE Waiver Request Documentation and Forms (MDOT MBE/DBE Form E – Good Faith Efforts Guidance and Documentation) per COMAR 21.11.03.11; and
 (d) Any other documentation required by the Procurement Officer to ascertain bidder’s responsibility/ offeror’s susceptibility of being selected for award in connection with the certified MBE participation goal and subgoals, if any.

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

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

3. Information Provided to MBE firms

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

4. Products and Services Provided by MBE firms

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

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

Company Name

Signature of Representative

Address

Printed Name and Title

City, State and Zip Code

Date

MDOT MBE FORM B
STATE-FUNDED CONTRACTS
PART 1 – INSTRUCTIONS FOR MBE PARTICIPATION SCHEDULE

PAGE 1 OF 3

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.

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 prime or subcontractor is a certified MBE 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 MBE firm (whether a prime or subcontractor) must be certified for that specific NAICS Code (“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. 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.
4. Complete the Part 2 – MBE Participation Schedule for all certified MBE firms (including primes and subcontractors) being used to achieve the MBE participation goal and subgoals, if any.
5. **MBE Prime Self-Performance.** When a certified MBE firm participates as a prime (independently or as part of a joint venture) on a contract, a procurement agency may count the distinct, clearly defined portion of the work of the contract that the certified MBE firm performs with its own forces toward fulfilling up to fifty-percent (50%) of the MBE participation goal (overall) and up to one hundred percent (100%) of not more than one of the MBE participation subgoals, if any, established for the contract. In order to receive credit for self-performance, an MBE prime must be (a) a certified MBE (see 1-3 above) and (b) listed in the Part 2 – MBE Participation Schedule with its certification number, the certification classification under which it will self-perform, and the percentage of the contract that can be counted as MBE self-performance. For the remaining portion of the overall goal and any subgoals, the MBE prime must also list, in the Part 2 – MBE Participation Schedule, other certified MBE firms used to meet those goals or, after making good faith efforts to obtain the participation of additional MBE firms, request a waiver. Note: A dually-certified MBE firm can use its own forces toward fulfilling ONLY ONE of the MBE subgoals for which it can be counted.
6. 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.
7. 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.

MDOT MBE FORM B

STATE-FUNDED CONTRACTS

PART 1 – INSTRUCTIONS FOR MBE PARTICIPATION SCHEDULE

PAGE 2 OF 3

- 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.
8. 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%
9. **WARNING:** The percentage of MBE participation, computed using the percentage amounts determined per 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 attached Goal/Subgoal Worksheet to assist you in calculating the percentages and confirming that you have met the applicable MBE participation goal and subgoals (if any).

**MDOT MBE FORM B
STATE-FUNDED CONTRACTS
PART 1 – INSTRUCTIONS FOR MBE PARTICIPATION SCHEDULE**

PAGE 3 OF 3

GOAL/SUBGOAL PARTICIPATION WORKSHEET

1. Complete the Part 2 – MBE Participation Schedule for each MBE being used to meet the MBE goal and any subgoals.
2. After completion of the Part 2 – MBE Participation Schedule, you may use the Goal/Subgoal Worksheet to calculate the total MBE participation commitment for the overall goal and any subgoals.
3. **MBE Overall Goal Participation Boxes:** Calculate the total percentage of MBE participation for each MBE classification by adding the percentages determined per Column 3 of the Part 2 – MBE Participation Schedule. Add the percentages determined in Lines 3.1 and 3.2 for the MBE subcontractor (subs) total. Add the overall participation percentages determined in Line 3.3 for the MBE prime total.
4. **MBE Subgoal Participation Boxes:** Calculate the total percentage of MBE participation for each MBE classification by adding the percentages determined per Column 3 of the Part 2 – MBE Participation Schedule. Add the percentages determined in Lines 3.1 and 3.2 for the MBE subcontractor (subs) total. Add the subgoal participation percentages determined in Line 3.3 for the MBE prime total.
5. The percentage amount for the MBE overall participation in the Total MBE Firm Participation Box F1 should be equal to the sum of the percentage amounts in Boxes A through E of the MBE Overall Goal Participation Column of the Worksheet.
6. The percentage amount for the MBE subgoal participation in the Total MBE Firm Participation Box L should be equal to the sum of the percentage amounts in Boxes A through E of the MBE Subgoal Participation Column of the Worksheet.

GOAL/SUBGOAL WORKSHEET		
MBE Classification	MBE Overall Goal Participation	MBE Subgoal Participation
(A) Total African American Firm Participation (Add percentages determined for African American-Owned Firms per Column 3 of MBE Participation Schedule)	_____ %subs _____ %prime	_____ %subs _____ %prime
(B) Total Hispanic American Firm Participation (Add percentages determined for Hispanic American-Owned Firms per Column 3 of MBE Participation Schedule)	_____ %subs _____ %prime	_____ %subs _____ %prime
(C) Total Asian American Firm Participation (Add percentages listed for Asian American-Owned Firms per Column 3 of MBE Participation Schedule)	_____ %subs _____ %prime	_____ %subs _____ %prime
(D) Total Women-Owned Firm Participation (Add percentages determined for Women-Owned Firms per Column 3 of MBE Participation Schedule)	_____ %subs _____ %prime	_____ %subs _____ %prime
(E) Total for all other MBE Firms (Add percentages for firms listed as Other MBE Classification per Column 3 of the MBE Participation Schedule)	_____ %subs _____ %prime	_____ %subs _____ %prime
Total MBE Firm Participation (Add total percentages determined for all MBE Firms in each column of the Worksheet)	(F1) _____ %	(F2) _____ %

**MDOT MBE FORM B
STATE-FUNDED CONTRACTS
PART 2 – MBE PARTICIPATION SCHEDULE**

PAGE ___ OF ___

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.

Prime Contractor	Project Description	SOLICITATION NUMBER

LIST INFORMATION FOR EACH CERTIFIED MBE PRIME OR MBE SUBCONTRACTOR YOU AGREE TO USE TO ACHIEVE THE MBE PARTICIPATION GOAL AND SUBGOALS, IF ANY. NOTE INSTRUCTIONS IN EACH COLUMN.

COLUMN 1	COLUMN 2	COLUMN 3 Unless the bidder/offeror requested a waiver in MDOT MBE Form A – State Funded Contracts for this solicitation, the cumulative MBE participation for all MBE firms listed herein must equal at least the MBE participation goal <u>and</u> subgoals (if applicable) set forth in Form A.
NAME OF MBE PRIME OR MBE SUBCONTRACTOR AND TIER	CERTIFICATION NO. AND MBE CLASSIFICATION	FOR PURPOSES OF ACHIEVING THE MBE PARTICIPATION GOAL AND SUBGOALS, refer to Sections 5 through 8 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. For items of work where the MBE firm is the prime, complete Line 3.3.
MBE Name: <input type="checkbox"/> Check here if MBE firm is a subcontractor and complete in accordance with Sections 6, 7, & 8 of Part 1 - Instructions. If this box is checked, complete 3.1 or 3.2 in Column C, whichever is appropriate. <input type="checkbox"/> Check here if MBE firm is the prime contractor, including a participant in a joint venture, and self-performance is being counted pursuant to Section 5 of Part 1 - Instructions. If this box is checked, complete 3.3 in Column C. <input type="checkbox"/> Check here if MBE firm is a third-tier contractor (if applicable). Please submit written documents in accordance with Section 6 of Part 1 - Instructions	Certification Number: (If dually certified, check only one box.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American-Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification	3.1. 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). _____% (Percentage for purposes of calculating achievement of MBE Participation goal and subgoals, if any) 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 7(E) IN PART 1 - INSTRUCTIONS). _____% Total percentage of Supplies/Products x 60% (60% Rule) _____% (Percentage for purposes of calculating achievement of MBE Participation goal and subgoals, if any) 3.3. TOTAL PERCENTAGE TO BE PAID TO MBE PRIME FOR WORK THAT CAN BE COUNTED AS MBE SELF-PERFORMANCE (STATE THIS PERCENTAGE AS A PERCENTAGE OF THE TOTAL CONTRACT VALUE). (a) _____% Total percentage for self-performed items of work in which MBE is certified) (b) _____% (Insert 50% of MBE overall goal) (c) _____% (Insert subgoal for classification checked in Column 2, if applicable) Percentages for purposes of calculating achievement of MBE Participation goals: ➔ For MBE Overall goal – Use lesser of (a) or (b) ➔ For MBE Subgoal – Use lesser of (a) or (c) ➔ If MBE Prime is supplier, wholesaler and/or regular dealer, apply the 60% rule.

Check here if Continuation Sheets are attached.

**MDOT MBE FORM B
STATE-FUNDED CONTRACTS
PART 2 – MBE PARTICIPATION SCHEDULE
CONTINUATION SHEET**

PAGE ___ OF ___

Prime Contractor	Project Description	SOLICITATION NUMBER

LIST INFORMATION FOR EACH CERTIFIED MBE PRIME OR MBE SUBCONTRACTOR YOU AGREE TO USE TO ACHIEVE THE MBE PARTICIPATION GOAL AND SUBGOALS, IF ANY. NOTE INSTRUCTIONS IN EACH COLUMN.

COLUMN 1	COLUMN 2	COLUMN 3
<p>NAME OF MBE PRIME OR MBE SUBCONTRACTOR AND TIER</p>	<p>CERTIFICATION NO. AND MBE CLASSIFICATION</p>	<p>Unless the bidder/offeror requested a waiver in MDOT MBE Form A – State Funded Contracts for this solicitation, the cumulative MBE participation for all MBE firms listed herein must equal at least the MBE participation goal and subgoals (if applicable) set forth in Form A.</p>
<p>MBE Name:</p> <p>_____</p> <p><input type="checkbox"/> Check here if MBE firm is a subcontractor and complete in accordance with Sections 6, 7, & 8 of Part 1 - Instructions. If this box is checked, complete 3.1 or 3.2 in Column C, whichever is appropriate.</p> <p><input type="checkbox"/> Check here if MBE firm is the prime contractor, including a participant in a joint venture, and self-performance is being counted pursuant to Section 5 of Part 1 - Instructions. If this box is checked, complete 3.3 in Column C.</p> <p><input type="checkbox"/> Check here if MBE firm is a third-tier contractor (if applicable). Please submit written documents in accordance with Section 6 of Part 1 - Instructions</p>	<p>Certification Number:</p> <p>_____</p> <p>(If dually certified, check only one box.)</p> <p><input type="checkbox"/> African American-Owned</p> <p><input type="checkbox"/> Hispanic American-Owned</p> <p><input type="checkbox"/> Asian American-Owned</p> <p><input type="checkbox"/> Women-Owned</p> <p><input type="checkbox"/> Other MBE Classification</p> <p>_____</p>	<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 7(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> <p>3.3. TOTAL PERCENTAGE TO BE PAID TO MBE PRIME FOR WORK THAT CAN BE COUNTED AS MBE SELF-PERFORMANCE (STATE THIS PERCENTAGE AS A PERCENTAGE OF THE TOTAL CONTRACT VALUE)..</p> <p>(a) _____ % Total percentage for self-performed items of work in which MBE is certified)</p> <p>(b) _____ % (Insert 50% of MBE overall goal)</p> <p>(c) _____ % (Insert subgoal for classification checked in Column 2, if applicable)</p> <p>Percentages for purposes of calculating achievement of MBE Participation goals:</p> <p>➔ For MBE Overall goal – Use lesser of (a) or (b)</p> <p>➔ For MBE Subgoal – Use lesser of (a) or (c)</p> <p>➔ If MBE Prime is supplier, wholesaler and/or regular dealer, apply the 60% rule.</p>

Check here if Continuation Sheets are attached.

**MDOT MBE FORM B
STATE-FUNDED CONTRACTS
PART 3 – CERTIFICATION FOR MBE PARTICIPATION SCHEDULE**

PARTS 2 AND 3 MUST BE INCLUDED WITH THE BID/PROPOSAL

AS DIRECTED IN THE INVITATION TO BID/ REQUEST FOR PROPOSALS.

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

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

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

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

Company Name	Signature of Representative

Address	Printed Name and Title

City, State and Zip Code	Date

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

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

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

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

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

4. Please Check One:

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

5. Please Check One:

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

Company Name

Signature of Representative

Address

Printed Name and Title

City, State and Zip Code

Date

MDOT MBE FORM D

STATE-FUNDED CONTRACTS

MBE SUBCONTRACTOR PROJECT PARTICIPATION AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

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

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

This form must be completed by
MBE subcontractor

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

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

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

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

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

ATTACHMENT 2 - MDOT MBE/DBE FORM E

GOOD FAITH EFFORTS GUIDANCE AND DOCUMENTATION

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

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

I. Definitions

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

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

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

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

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

II. Types of Actions MDOT will Consider

The bidder/offeror is responsible for making relevant portions of the work available to MBE/DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available MBE/DBE subcontractors and suppliers, so as to facilitate MBE/DBE participation. The following is a list of types of actions MDOT will consider as part of the bidder's/offeror's Good Faith Efforts when the bidder/offeror fails to meet the MBE/DBE Goal(s). This list is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

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

1. Identified Items of Work in Procurements

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

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

2. Identified Items of Work by Bidders/Offerors

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

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

B. Identify MBE Firms or DBE Firms to Solicit

1. DBE Firms Identified in Procurements

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

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

2. MBE/DBE Firms Identified by Bidders/Offerors

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

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

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

C. Solicit MBE/DBEs1. Solicit all Identified Firms for all Identified Items of Work by providing written notice. The bidder/offeror should:

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

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

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

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

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

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

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

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

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

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

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

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

D. Negotiate With Interested MBE/DBE Firms

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

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

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

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

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

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

3. The fact that there may be some additional costs involved in finding and using MBE/DBE Firms is not in itself sufficient reason for a bidder's/offeror's failure to meet the contract DBE goal, as long as such costs are reasonable. Factors

to take into consideration when determining whether a MBE/DBE Firm's quote is excessive or unreasonable include, without limitation, the following:

- (a) the dollar difference between the MBE/DBE subcontractor's quote and the average of the other subcontractors' quotes received by the bidder/offeror;
- (b) the percentage difference between the MBE/DBE subcontractor's quote and the average of the other subcontractors' quotes received by the bidder/offeror;
- (c) the percentage that the DBE subcontractor's quote represents of the overall contract amount;
- (d) the number of MBE/DBE firms that the bidder/offeror solicited for that portion of the work;
- (e) whether the work described in the MBE/DBE and Non-MBE/DBE subcontractor quotes (or portions thereof) submitted for review is the same or comparable; and
- (f) the number of quotes received by the bidder/offeror for that portion of the work.

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

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

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

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

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

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

E. Assisting Interested MBE/DBE Firms

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

1. made reasonable efforts to assist interested MBE/DBE Firms in obtaining the bonding, lines of credit, or insurance required by MDOT or the bidder/offeror; and
2. made reasonable efforts to assist interested MBE/DBE Firms in obtaining necessary equipment, supplies, materials, or related assistance or services.

III. Other Considerations

In making a determination of Good Faith Efforts the decision-maker may consider engineering estimates, catalogue prices, general market availability and availability of certified MBE/DBE Firms in the area in which the work is to be performed, other bids or offers and subcontract bids or offers substantiating significant variances between certified MBE/DBE and Non-MBE/DBE costs of participation, and their impact on the overall cost of the contract to the State and any other relevant factors.

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

IV. Documenting Good Faith Efforts

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

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

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

B. Outreach/Solicitation/Negotiation

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

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

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

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

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

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

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

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

D. Other Documentation

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

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

Part 2 – Certification Regarding Good Faith Efforts and Documentation

PAGE __ OF __

Prime Contractor	Project Description	Solicitation Number

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

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

Company Name

Signature of Representative

Address

Printed Name and Title

City, State and Zip Code

Date

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

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

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

PAGE __ OF __

Prime Contractor	Project Description	Solicitation Number

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

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

Please check if Additional Sheets are attached.

MDOT MBE/DBE FORM E

GOOD FAITH EFFORTS GUIDANCE AND DOCUMENTATION

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

PAGE ___ OF ___

Prime Contractor	Project Description	Solicitation Number

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

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

Please check if Additional Sheets are attached.

MDOT MBE/DBE FORM E
GOOD FAITH EFFORTS GUIDANCE AND DOCUMENTATION
Part 5 – Additional Information Regarding Rejected MBE/DBE Quotes
 PAGE ___ OF ___

Prime Contractor	Project Description	Solicitation Number

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

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

ATTACHMENT 3 - TASK ORDER AGREEMENTOPENTEXT LIVELINK ENTERPRISE CONTENT MANAGEMENT SYSTEMS
CATS+ TORFP #J01B5400010
OF MASTER CONTRACT #060B2490023

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

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

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
 - a) “Agency” means the **TO Requesting Agency**, as identified in the CATS+ TORFP #J01B5400010.
 - b) “CATS+ TORFP” means the Task Order Request for Proposals #J01B5400010, dated December **, 2014, including any addenda.
 - c) “Master Contract” means the CATS+ Master Contract between the Maryland Department of Information Technology and TO Contractor dated **MONTH DAY**, 2015.
 - d) “TO Procurement Officer” means Joseph Palechek. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
 - e) “TO Agreement” means this signed TO Agreement between Maryland Transportation Authority and TO Contractor.
 - f) “TO Contractor” means the CATS+ Master Contractor awarded this TO Agreement, whose principal business address is _____.
 - g) “TO Manager” means TO Manager of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
 - h) “TO Technical Proposal” means the TO Contractor’s technical response to the CATS+ TORFP dated date of TO Technical Proposal.
 - i) “TO Financial Proposal” means the TO Contractor’s financial response to the CATS+ TORFP dated date of TO Financial Proposal.
 - j) “TO Proposal” collectively refers to the TO Proposal – Technical and TO Proposal – Financial.
2. Scope of Work
 - 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or super-cede the Master Contract.
 - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS+ TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict

among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:

- a) The TO Agreement,
- b) Exhibit A – CATS+ TORFP
- c) Exhibit B – TO Technical Proposal
- d) Exhibit C – TO Financial Proposal

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

3. Time for Performance

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS+ TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of _____, commencing on the date of Notice to Proceed and terminating on five (5) years from Notice to proceed.

4. Consideration and Payment

- 4.1 The consideration to be paid the TO Contractor shall be done so in accordance with the CATS+ TORFP and shall not exceed \$ _____. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.
- 4.2 Payments to the TO Contractor shall be made as outlined Section 2 of the CATS+ TORFP, but no later than thirty (30) days after the Agency's receipt of a proper invoice for services provided by the TO Contractor, acceptance by the Agency of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.
- 4.3 Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is _____. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices must be submitted to the Agency TO Manager unless otherwise specified herein.
- 4.4 In addition to any other available remedies, if, in the opinion of the TO Procurement Officer, the TO Contractor fails to perform in a satisfactory and timely manner, the TO Procurement

Officer may refuse or limit approval of any invoice for payment, and may cause payments to the TO Contractor to be reduced or withheld until such time as the TO Contractor meets performance standards as established by the TO Procurement Officer.

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

TO Contractor Name

By: Type or Print TO Contractor POC

Date

Witness: _____

STATE OF MARYLAND, Maryland Transportation Authority

By: TO Procurement Officer

Date

Witness: _____

Approved for form and legal sufficiency this _____ day of _____ 20__.

Assistant Attorney General

ATTACHMENT 4 CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

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

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

Date: _____ By: _____
(Authorized Representative and Affiant)

ATTACHMENT 5 - LABOR CATEGORY PERSONNEL RESUME SUMMARY

Not applicable to this TORFP.

ATTACHMENT 6 PRE-PROPOSAL CONFERENCE DIRECTIONS

*Maryland Department of Transportation
Headquarters
7201 Corporate Center Drive
Hanover MD 21076*

*410-865-1000
Toll Free 1-888-713-1414*

From the South

From I-97 take MD 100 West to MD 170 North. Take MD 170 North to Stoney Run. Take the ramp that veers to the right. Make a left at the top of the ramp and cross over MD 170. Proceed to the next light this will be the New Ridge Road intersection, turn right Corporate Center Drive begins. MDOT Headquarters is $\frac{3}{4}$ mile on the right side of the road. Visitor parking is to the left.

From the North

From I-95 or BW Parkway take I-195 to MD 170 South to Stoney Run. Turn left at the light. Make a left at the top of the ramp and cross over MD 170. Proceed to the next light this will be the New Ridge Road intersection, turn right Corporate Center Drive begins. MDOT Headquarters is $\frac{3}{4}$ mile on the right side of the road. Visitor parking is to the left.

Marc Train Service

Ride the Marc Penn Line Train from both the South and North and exit at the BWI Marc Train Station. When you exit the train follow directions to the crossover (tracks) and you will find an exit door on the second floor leading to a pedestrian bridge. This pedestrian bridge will carry you (1600 ft.) to MDOT

Light Rail Service

Ride the light rail from the North to the BWI Airport Station. There is shuttle service from the BWI Airport to BWI Marc Train Station. Take the crossover (tracks) and on the second floor there is an exit to the Pedestrian Bridge for MDOT. This pedestrian bridge will carry you (1600 ft.) to MDOT

PRE-PROPOSAL CONFERENCE SPECIFIC ATTENDANCE INFORMATION

MDTA – OPENTEXT LIVE LINK ENTERPRISE CONTENT MANAGEMENT SYSTEM AND SUPPORT SERVICES
 CATS+ TORFP #J01B5400010

WEDNESDAY, DECEMBER 17, 2014, @ 2:00 PM

**7201 Corporate Center Drive,
 Hanover, MD 21076
 TSO – Board Room, 4th Floor**

- **This Pre-Proposal Conference will address the procurement, review TORFP documents, and give Companies a chance to ask questions.**
- **You are asked to bring a copy of the complete TORFP and a Business Card to help facilitate the sign-in process.**
- **NOTE: Due to our new building security policy, all MDOT visitors must provide a valid driver’s license in order to gain access to the building.**
- **RSVP by: Monday December 15, 2014, 2:00 p.m.**
- **Pre-Registration must is required.**
- **Invitations are extended to your colleagues and business partners of you company (limit two (2) guests per company).**
- **Attendance at the pre-proposal conference is not mandatory, but all Offerors are encouraged to attend.**

REGISTRATION FORM

Please complete the information below for all persons who plan to attend and email it to jpalechek@mdot.state.md.us OR fax it to 410-865-1388.

Name:	
Title:	
Company:	
Address:	
Email:	
Phone:	

NOTE: DUE TO OUR NEW BUILDING SECURITY POLICY, ALL NON_STATE OF MARYLAND EMPLOYEES MUST PROVIDE A VALID DRIVER’S LICENSE NUMBER IN ORDER TO GAIN ACCESS TO THE BUILDING.

In order to assure adequate seating and other accommodations at the pre-proposal conference please complete and return the attached Registration Form (See above) **no later than Monday, December 15, 2014, 2:00 pm Local Time**. You may email your completed form to jpalechek@mdot.state.md.us or fax it to 410-865-1388.

ATTACHMENT 7 NOTICE TO PROCEED (SAMPLE)

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS+ TO Project Number (TORFP #): J01B5400010

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 Manager Task Order Procurement Officer

Enclosures (2)

cc: Joseph Palechek, MDOT Procurement Officer

Procurement Liaison Office, Department of Information Technology

Project Oversight Office, Department of Information Technology

ATTACHMENT 8 AGENCY RECEIPT OF DELIVERABLE FORM

I acknowledge receipt of the following:

TORFP Title: OPENTEXT LIVE LINK Enterprise Content Management System and Support Services

TO Project Number (TORFP #): J01B5400010

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
---	-------------

ATTACHMENT 9 AGENCY DELIVERABLE PRODUCT ACCEPTANCE FORM

Agency Name: **TO Requesting Agency**

TORFP Title: **TORFP Project Name**

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

To:

The following deliverable, as required by TO Project Number (TORFP #): #J01B5400010 has been received and reviewed in accordance with the TORFP.

Title of deliverable: _____

TORFP Contract Reference Number: Section # _____

Deliverable Reference ID # _____

This deliverable:

Is accepted as delivered.

Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

TO Manager Signature

Date Signed

ATTACHMENT 10 NON-DISCLOSURE AGREEMENT (OFFEROR)

NOT APPLICABLE TO THIS TASK ORDER

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

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS+ TORFP #J01B5400010 for OPENTEXT LIVE LINK Enterprise Content Management System and Support Services. 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 it's TO Proposal.
2. Each employee or agent of the OFFEROR who receives or has access to the Confidential Information shall execute a copy of this Agreement and the OFFEROR shall provide originals of such executed Agreements to the State. Each employee or agent of the OFFEROR who signs this Agreement shall be subject to the same terms, conditions, requirements and liabilities set forth herein that are applicable to the OFFEROR.
3. OFFEROR shall return the Confidential Information to the State within five business days of the State's Notice of recommended award. If the OFFEROR does not submit a Proposal, the OFFEROR shall return the Confidential Information to Delores Ragsdale, Maryland Transportation Authority on or before the due date for Proposals.
4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR'S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.
5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of

OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.

- 6. This Agreement shall be governed by the laws of the State of Maryland.
- 7. OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than \$20,000 and/or imprisonment not exceeding 5 years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.
- 8. The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

OFFEROR: _____

BY: _____

NAME: _____

TITLE: _____

ADDRESS: _____

ATTACHMENT 11 NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made as of this ___ day of _____, 20___, by and between the State of Maryland ("the State"), acting by and through it’s Maryland Transportation Authority (the “Department”), and _____ (“TO Contractor”), a corporation with its principal business office located at _____ and its principal office in Maryland located at _____.

RECITALS

WHEREAS, the TO Contractor has been awarded a Task Order Agreement (the “TO Agreement”) for OPENTEXT LIVE LINK Enterprise Content Management System and Support Services TORFP No. J01B5400010 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 Master Contract 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:

This Agreement shall be governed by the laws of the State of Maryland;

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;

The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;

Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures; and

The Recitals are not merely prefatory but are an integral part hereof.

TO Contractor/TO Contractor’s Personnel:

Maryland Transportation Authority:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A – FOR THE NONDISCLOSURE AGREEMENT (TO CONTRACTOR)
TO CONTRACTOR’S EMPLOYEES AND AGENTS WHO WILL BE GIVEN ACCESS TO THE
CONFIDENTIAL INFORMATION

Printed Name and Address
of Employee or Agent

Signature

Date

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

ATTACHMENT 12 TO CONTRACTOR SELF-REPORTING CHECKLIST

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

Master Contractor:	
Master Contractor Contact / Phone:	
Procuring State Agency Name:	
TO Title:	
TO Number:	
TO Type (Fixed Price, T&M, or Both):	
Checklist Issue Date:	
Checklist Due Date:	
Section 1 – Task Orders with Invoices Linked to Deliverables	
A) Was the original TORFP (Task Order Request for Proposals) structured to link invoice payments to distinct deliverables with specific acceptance criteria? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, skip to Section 2.)	
B) Do TO invoices match corresponding deliverable prices shown in the accepted Financial Proposal? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)	
C) Is the deliverable acceptance process being adhered to as defined in the TORFP? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)	
Section 2 – Task Orders with Invoices Linked to Time, Labor Rates and Materials	
A) If the TO involves material costs, are material costs passed to the agency without markup by the Master Contractor? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)	
B) Are labor rates the same or less than the rates proposed in the accepted Financial Proposal? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)	
C) Is the Master Contractor providing timesheets or other appropriate documentation to support invoices? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)	
Section 3 – Substitution of Personnel	
A) Has there been any substitution of personnel? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, skip to Section 4.)	
B) Did the Master Contractor request each personnel substitution in writing? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)	

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

SUBMIT AS INSTRUCTED IN TORFP.

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 and Date: _____

ATTACHMENT 14 MERCURY AFFIDAVIT

NOT APPLICABLE TO THIS TORFP

**ATTACHMENT 15 STATE OF MARYLAND
VETERAN SMALL BUSINESS ENTERPRISE PARTICIPATION (VSBE)**

NOT APPLICABLE TO THIS TORFP

!

ATTACHMENT 16 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 17 SAMPLE SUB-TASK ORDER

WORK ORDER		Work Order #	Contract #	
<p>This Work Order is issued under the provisions of TORFP xxxcontract. The services authorized are within the scope of services set forth in the <i>Purpose</i> of the work order.</p>				
Purpose				
Statement of Work Requirements:				
<p><u>Deliverable(s), Acceptance Criteria and Due Date(s):</u></p>				
<p>Deliverables are subject to review and approval by the MDTA 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.		The MDTA shall pay an amount not to exceed		\$
Contractor		Agency Approval		
(Signature) Contractor Authorized Representative (Date)		(Signature) TO Manager (Date)		
POC	(Print Name)	TO Manager	(Print Name)	
Telephone No.		Telephone No.		
Email:		Email:		

ATTACHMENT 18 PERFORMANCE EVALUATION FORM

TORFP Title: OPENText LiveLink Enterprise Content Management Systems TORFP #J01B5400010

Name of Contractor being evaluated: <insert name>

(The TO Contractor shall submit one Performance Evaluation Form for each employee as required)

Evaluation Month & Year:

Role (TORFP Section 2.X):

Labor Category:

TO Contractor Name:

TO Contractor Contact:

MSDE TO Manager:

TO Requesting Agency: TO Requesting Agency

PROJECT PERSONNEL PERFORMANCE RATING*

The information below shall be completed by the TO Manager or Designee and returned to the TO Contractor

Performance Area	Satisfactory	Unsatisfactory
Attendance and Timeliness		
Work Productivity		
Work Quality		
Teamwork		
Communication		
Customer Service		

*Project Personnel must maintain a “Satisfactory” rating for each performance area. The TO Contractor shall take action to address any unsatisfactory rating. At the TO Manager’s discretion, employee performance may be rejected and payment withheld pending employee performance mitigation or employee substitution.

Employee performance overall is accepted.

Employee performance overall is rejected (for reasons indicated below).

REASON(S) FOR UNSATISFACTORY EMPLOYEE PERFORMANCE RATING/S:

OTHER COMMENTS:

Signature of Evaluator

Date

Signature of TO Contractor

Date

ATTACHMENT 19 CRIMINAL BACKGROUND CHECK AFFIDAVIT

AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

I hereby affirm that _____ (Master Contractor)_____ has complied with Section 2.9.5 – Premises and Operational Security requirements of this TORFP #J01B5400010.

I hereby affirm that the _____ (Master Contractor)_____ has provided _____ (Agency)_____ with a summary of the security clearance results for all of the candidates that will be working on Task Order _____ (Title and Number)_____ and all of these candidates have successfully passed all of the background checks required under Section 2.4.3.2 of the CATS + Master Contract; and Section 2.9.5 of this TORFP. Master Contractors hereby agrees to provide security clearance results for any additional candidates at least seven (7) days prior to the date the candidate commences work on this Task Order.

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

Master Contractor

Typed Name

Signature

Date

This affidavit is due prior to commencement of work.