



**CONSULTING AND TECHNICAL SERVICES+ (CATS+)
TASK ORDER REQUEST FOR PROPOSALS (TORFP)**

**SHA - VIRTUAL WEIGH STATION (VWS) PROJECT PHASE II
CATS+ TORFP #J02B4400004**

**MARYLAND DEPARTMENT OF TRANSPORTATION (MDOT)
STATE HIGHWAY ADMINISTRATION (SHA)**

ISSUE DATE: TUESDAY, APRIL 15, 2014

TABLE OF CONTENTS

SECTION 1 - ADMINISTRATIVE INFORMATION	5
1.1 TORFP SUBJECT TO CATS+ MASTER CONTRACT.....	5
1.2 RESPONSIBILITY FOR TORFP AND TO AGREEMENT	5
1.3 TO AGREEMENT.....	5
1.4 TO PROPOSAL SUBMISSIONS.....	5
1.5 ORAL PRESENTATIONS/INTERVIEWS	6
1.6 MINORITY BUSINESS ENTERPRISE (MBE).....	6
1.7 CONFLICT OF INTEREST	6
1.8 NON-DISCLOSURE AGREEMENT	6
1.9 LIMITATION OF LIABILITY CEILING.....	6
1.10 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES	7
1.11 LIVING WAGE.....	7
1.12 IRANIAN NON-INVESTMENT	7
1.13 CHANGE ORDERS	7
1.14 TRAVEL REIMBURSEMENT.....	7
1.15 QUESTIONS	7
1.16 TO PROPOSAL CONFERENCE.....	7
1.17 MERCURY AND PRODUCTS THAT CONTAIN MERCURY	8
1.18 PURCHASING AND RECYCLING ELECTRONIC PRODUCTS.....	8
1.19 SITE ASSESSMENTS	8
SECTION 2 - SCOPE OF WORK	9
2.1 PURPOSE.....	9
2.2 REQUESTING AGENCY BACKGROUND.....	9
2.3 ROLES AND RESPONSIBILITIES	10
2.4 BACKGROUND	10
2.5 REQUIREMENTS.....	12
2.6 DELIVERABLES.....	30
2.7 REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES	32
2.8 OFFEROR PERSONNEL MINIMUM QUALIFICAITONS.....	33
2.9 OFFEROR MINIMUM COMPANY QUALIFICATIONS.....	33
2.10 OTHER COMPANY QUALIFICAITONS	33
2.11 RETAINAGE.....	34
2.12 INVOICING	34
2.13 MBE PARTICIPATION REPORTS	34
2.14 PREMISES AND OPERATIONAL SECURITY	35
2.15 SUBSTITUTION AND REPLACEMENT OF PERSONNEL.....	36
2.16 WORK ORDER PROCESS.....	35
SECTION 3 - TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS.....	38
3.1 REQUIRED RESPONSE	38
3.2 FORMAT.....	38
SECTION 4 – TASK ORDER AWARD PROCESS	42
4.1 OVERVIEW	42
4.2 TECHNICAL PROPOSAL EVALUATION CRITERIA.....	42
4.3 SELECTION PROCEDURES.....	42
4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT	42
ATTACHMENT 1 – PRICE PROPOSAL(separate excel attachment).....	43
ATTACHMENT 2 – MDOT MBE FORM D-1	44

ATTACHMENT 3 – TASK ORDER AGREEMENT	68
ATTACHMENT 4 – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE.....	71
ATTACHMENT 5 – LABOR CATEGORY PERSONNEL RESUME SUMMARY	72
ATTACHMENT 6 - CRIMINAL BACKGROUND CHECK AFFIDAVIT	74
ATTACHMENT 7 – NOTICE TO PROCEED	75
ATTACHMENT 8 – AGENCY RECEIPT OF DELIVERABLE FORM.....	76
ATTACHMENT 9 – AGENCY ACCEPTANCE OF DELIVERABLE FORM.....	77
ATTACHMENT 10 – NON-DISCLOSURE AGREEMENT (OFFEROR).....	78
ATTACHMENT 11 – NON-DISCLOSURE AGREEMENT (TO CONTRACTOR).....	79
EXHIBIT A	81
ATTACHMENT 12 – TO CONTRACTOR SELF-REPORTING CHECKLIST.....	82
ATTACHMENT 13 – LIVING WAGE AFFIDAVIT OF AGREEMENT	85
ATTACHMENT 14 - CERTIFICATION REGARDING INVESTMENTS IN IRAN.....	86
ATTACHMENT 15 - MERCURY AFFIDAVIT	87
ATTACHMENT 16 - SAMPLE WORK ORDER.....	88
ATTACHMENT 17 - DIRECTIONS TO PRE PROPOSAL CONFERENCE	89

APPENDIX

(SEPARATE ATTACHMENTS)

APPENDIX 1 – ADDITIONAL DESIGN AND CONSTRUCTION SPECIFICATIONS

APPENDIX 2 – CATEGORY 100 SPECIFICATIONS

APPENDIX 3 – MDTA PROPOSED VIRTUAL WEIGH SCALE LOCATIONS

APPENDIX 4 – SHA PROPOSED VIRTUAL WEIGH SCALE LOCATIONS

APPENDIX 5 –EXISTING VWS SITES FOR MAINTENANCE AND SYSTEM PRESERVATION

APPENDIX 6 –SAMPLE SUBMISSION PLANS

SEPARATE EXCEL ATTACHMENT

ATTACHMENT 1 - PRICE PROPOSAL EXCEL WORKBOOK

KEY INFORMATION SUMMARY SHEET

This CATS+ TORFP J02B4400004 is issued to obtain the services necessary to satisfy the requirements defined in Section 2 - Scope of Work. All CATS+ Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. Master Contractors choosing not to submit a proposal shall submit a Master Contractor Feedback form. The form is accessible via, your CATS+ Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu. In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS+ RFP issued by the Maryland Department of Information Technology (DoIT) and subsequent Master Contract Project Number, including any amendments.

TORFP Title:	Virtual Weigh Station (VWS) Project Phase II
Functional Area:	Functional Area 8 – Application Service Provider
TO Project Number:	J02B4400004
TORFP Issue Date:	Tuesday, April 15, 2014
Questions Due Date and Time:	Tuesday, May 6, 2014 at 2:00 p.m. Local Time
Closing Date and Time:	Thursday, May 29, 2014 at 2:00 p.m. Local Time
TORFP Requesting Agency:	Maryland Department of Transportation (MDOT) State Highway Administration (SHA), Office of Traffic and Safety, Motor Carrier Division (OTS-MCD)
Send Questions and Proposals to:	Joseph Palechek Email: jpalechek@mdot.state.md.us
TO Procurement Officer:	Joseph Palechek Office Phone Number: 410- 865-1129 Fax Number: 410-865-1388
TO Manager:	Dave Czorapinski, Chief, SHA-MCD Office Phone Number: 410-582-5732
TO Type:	Fixed price (FP) and Time and Materials (T&M)
Period of Performance:	Not to exceed five years
MBE Goal:	10%
Small Business Reserve (SBR):	No
Primary Place of Performance:	State Highway Administration, Motor Carrier Division, 7491 Connelley Drive, Hanover, MD 21076.
TO Pre-proposal Conference:	Wednesday April 30, 2014 from 9:30 am to 11:30 am, Local Time MDOT Headquarters Intemann Conference Room, 3 rd Floor 7201 Corporate Center Drive Hanover, MD 21076

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+ TORFP issued by DoIT and subsequent Master Contract Project Number 060B2490023, including any amendments. All times specified in this document are local time, defined as Eastern Standard Time or Eastern Daylight Time, whichever is in effect.

1.2 RESPONSIBILITY FOR TORFP AND TO AGREEMENT

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

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

1.3 TO AGREEMENT

Based upon an evaluation of TO Proposal responses, a single 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 in the TO Procurement Officer's e-mail box. The TO Proposal is to be submitted via e-mail as two (2) attachments, not to exceed **8MB**. The "subject" line in the e-mail submission shall state the TORFP #J02B4400004. The first file shall be the TO Technical Proposal to this TORFP in Microsoft Word format (Version 2007 or greater) and titled, "CATS+ TORFP #J02B4400004 Technical". The second file will be the TO Financial Proposal to this CATS+ TORFP in PDF format (Version 2007 or greater) and titled, "CATS+ TORFP #J02B4400004 Financial PDF format". The third file shall be the TO Financial Proposal to this CATS + TORFP titled "# J02B4400004 Financial" in Excel format (Version 2007 or greater). No forms shall be altered. The following proposal documents shall be submitted with required signatures as .PDF files with signatures clearly visible:

- Attachment 1 – Price Proposal (**Provide BOTH a signed PDF file as well as an Excel file with your Financial Proposal**)
- Attachment 2 – MBE Forms (D-1 and D-2)
- Attachment 4 - Conflict of Interest and Disclosure Affidavit
- Attachment 5 – Labor Category Personnel Resume Summary
- Attachment 13 – Living Wage Affidavit of Agreement
- Attachment 14 – Certification Regarding Investments in Iran
- Attachment 15 – Mercury Affidavit
- Certifications to demonstrate minimum qualifications

NOTE: Each email shall not contain any executable extensions. Breaking proposals into multiple emails, if multiple emails are clearly marked as such (i.e., 1 of 3, 2 of 3, 3 of 3), is acceptable.

1.5 ORAL PRESENTATIONS/INTERVIEWS

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

1.6 MINORITY BUSINESS ENTERPRISE (MBE)

A Master Contractor that responds to this TORFP shall complete, sign, and submit all required MBE documentation (Attachment 2 - Forms D-1 and D-2) at the time it submits its TO Proposal.

Failure of the Master Contractor to complete, sign, and submit all required MBE documentation at the time of TO Proposal submission will result in the State's rejection of the Master Contractor's TO Proposal.

1.7 CONFLICT OF INTEREST

The TO Contractor awarded the TO Agreement shall provide IT 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 a Conflict of Interest Affidavit in the form included as Attachment 4 this TORFP with its TO Proposal. If the TO Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of COMAR 21.05.08.08A, the TO Procurement Officer may reject a Master Contractor's TO Proposal under COMAR 21.06.02.03B.

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

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

1.8 NON-DISCLOSURE AGREEMENT

Certain system documentation may be available for potential Offerors to review at a reading room at State Highway Administration, Motor Carrier Division, 7491 Connelley Drive, Hanover, MD 21076. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement (Offeror) in the form of Attachment 10.

Please contact the TO Manager of this TORFP to schedule an appointment.

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

1.9 LIMITATION OF LIABILITY CEILING

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

1.10 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES

DoIT is responsible for contract management oversight on the CATS+ master contract. As part of that oversight, DoIT has implemented a process for self-reporting contract management activities of CATS+ task orders (TO). 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 will send initial checklists out to applicable TO Contractors approximately three months after the award date for a TO. The TO Contractor shall complete and return the checklist as instructed on the checklist. Subsequently, at six month intervals from the due date on the initial checklist, the TO Contractor shall update and resend the checklist to DoIT.

1.11 LIVING WAGE

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

A proposal submitted by an Offeror shall be accompanied by a completed Living Wage Affidavit of Agreement. See Attachment 13 for a copy of the Living Wage Affidavit Agreement

1.12 IRANIAN NON-INVESTMENT

A proposal submitted by an Offeror shall be accompanied by a completed Certification Regarding Investments in Iran. A copy of this Certification is included as Attachment 14 of this TORFP.

1.13 CHANGE ORDERS

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

1.14 TRAVEL REIMBURSEMENT

Expenses for travel performed in completing tasks for this TORFP shall be reimbursed in accordance with Section 2.2.4 of the CATS+ Master Contract.

1.15 QUESTIONS

All questions shall be submitted via email to the To Procurement Officer no later than the date and time indicated in the Key Information Summary Sheet. Answers applicable to all Master Contractors will be distributed to all Master Contractors who are known to have received a copy of the TORFP. Answers can be considered final and binding only when they have been answered in writing by the State.

1.16 TO PROPOSAL CONFERENCE

A pre-proposal conference will be held at the time, date and location indicated on the Key Information Summary Sheet and Attachment 17. Attendance at the pre-proposal conference is not mandatory, but all Offerors are encouraged to attend in order to facilitate better preparation of their proposals. Please refer to Attachment 17 for directions to the Pre Proposal Conference and specific attendance information.

Seating at the pre-proposal conference will be limited to two (2) attendees per company. Attendees should bring a copy of the TORFP and a business card to help facilitate the sign-in process.

The pre-proposal conference will be summarized in writing. As promptly as is feasible subsequent to the pre-proposal conference, the attendance record and pre-proposal summary will be distributed via email to all Master Contractors known to have received a copy of this TORFP.

1.17 MERCURY AND PRODUCTS THAT CONTAIN MERCURY

This solicitation and resulting purchase orders require that all materials used in the performance of the Contract and subsequent Purchase Orders or work orders shall be mercury-free products. The Offeror shall submit a Mercury Affidavit found in Attachment 15 with the TO Technical Proposal.

1.18 PURCHASING AND RECYCLING ELECTRONIC PRODUCTS

A new State law effective October 1, 2012 (HB 448, Chapter 372) requires State agencies purchasing computers and other electronic products in categories covered by Electronic Product Environmental Assessment Tool (EPEAT) to purchase models rated EPEAT Silver or Gold unless the requirement is waived by DoIT. This information is located on the Department of General Services (DGS) web site:
<http://www.dgs.maryland.gov/Procurement/Green/Guidelines/desktops.html>.

The TO Contractor shall perform proper disposition of Information Technology equipment within the guidelines provided by DGS. A new State law effective October 1, 2012 (HB 448, Chapter 372) requires State agencies awarding contracts for services to recycle electronic products to award the contract to a recycler that is R2 or e-Stewards certified. This information is located on the DGS web site:

<http://www.dgs.maryland.gov/Procurement/Green/Guidelines/disposal.html>

The State's Information Security Policy (Section 6.5 Media Protection) <http://doit.maryland.gov/Publications/DoITSecurityPolicy.pdf> discusses proper precautions to protect confidential information stored on media. Agencies can use the flowchart in Appendix B of the security policy document to assist them in making sanitization decisions commensurate with the security categorization of the confidentiality of information contained on their media.

1.19 SITE ASSESSMENTS

SHA has provided Offerors a comprehensive list of locations and priorities where VWS systems are to be deployed in Maryland in Appendices 3 and 4 of this document. Each Offeror shall perform their own site evaluations and conclusions to confirm or deny the feasibility of VWS installations for each site as a part of the proposal process. Offerors shall coordinate with SHA to arrange for personnel to accompany them to the sites at mutually agreeable dates and times.

Offerors shall provide a cost for each site as part of the TO Financial proposal (attachment 1). If, during an assessment, any site modifications are deemed necessary, it is the Offeror's responsibility to provide comprehensive technical, functional, and business reasons why such modifications may be required, and to provide a statement of risk based on these modifications as a part of the proposal process.

The TO Contractor shall include the results of these site assessments, as well as any design and installation changes required for any individual site, shall be clearly documented and described in the Preliminary Design Review (PDR) and Critical Design Review (CDR) documents required as deliverables (see Section 2.6.2).

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

SECTION 2 - SCOPE OF WORK

2.1 PURPOSE

MDOT is issuing this CATS+ TORFP on behalf of SHA – MCD to acquire, install, test, and maintain VWS systems at the ten (10) Maryland Transportation Authority (MDTA) locations listed in Appendix 3 (separate attachment) and the three (3) SHA locations listed in Appendix 4 (separate attachment) to expand the VWS footprint throughout the State. This TORFP may also require the TO Contractor to work, perform research, and attend meetings at Hanover, SHA Headquarters, districts or other sites. In addition, this TORFP is also being issued to provide routine maintenance and support for the existing seven (7) Virtual Weigh Station sites currently deployed in the State of Maryland listed in Appendix 5 (separate attachment). A system preservation component for proactive Weigh-In-Motion (WIM) sensor and loop replacement is also included.

Virtual Weigh Stations are becoming a key component of many states' roadside commercial vehicle enforcement programs. Depending on their design, VWS sites use roadside technologies to support enforcement of truck size and weight regulations, as well as commercial vehicle safety and credentialing regulations. These systems will expand the geographic scope and effectiveness of Maryland's truck size and weight enforcement program by monitoring and screening commercial vehicles on routes that bypass fixed inspection stations, as well as in heavily populated urban or geographically remote locations where it may be difficult to deploy enforcement personnel. Data from VWS sites also can effectively target enforcement resources on roadways where overweight trucks are known or are suspected to operate.

The VWS can help monitor statewide compliance rates and provide a deterrent to Commercial Motor Vehicles (CMVs) that use bypass routes for the purposes of violating state weight and safety regulations. Occasional and habitual offenders can be identified remotely and pulled over for targeted inspections. It is expected that this weight and height pre-screening approach will also provide advantages over a traditional random selection approach by providing law enforcement officers the necessary information to make an informed decision about additional inspection for a targeted CMV. The system shall be based on existing proven commercial, off-the-shelf (COTS) technology and customized, web-enabled COTS software. It shall provide a standard graphical user interface that is easy to use by law enforcement personnel monitoring VWS-enabled bypass routes in the state. It shall also provide a means to push data, in real-time, to a 3rd-party remote system (University of Maryland, Regional Integrated Transportation Information System (RITIS), required data format available upon request) through database replication, web services, or some other data synchronization method deemed acceptable by the University.

2.2 REQUESTING AGENCY BACKGROUND

The Maryland State Highway Administration is the State agency responsible for highway safety programs and highway preservation. Intelligent Transportation Systems (ITS) utilize technology to increase roadway safety, reduce motorist delays and air pollution, and improve the overall productivity of commercial vehicle operations. The Motor Carrier Division is tasked with supporting truck and bus safety programs, the hauling permits program, weigh station facilities, Commercial Vehicle Information Systems and Networks (CVISN) and technical support. The CVISN program is coordinating the statewide deployment of specific new ITS capabilities in three areas: 1) Safety Information Exchange; 2) Credentials Administration; 3) Electronic Screening.

CVISN is a nationwide program managed by Federal Motor Carrier Safety Administration (FMCSA) designed to:

- Improve safety and productivity of motor carriers, commercial vehicles and their drivers
- Improve efficiency and effectiveness of commercial vehicle safety programs through targeted enforcement
- Improve commercial vehicle data sharing within states and between states and FMCSA
- Reduce Federal/State and industry regulatory and administrative costs

CVISN Deployment: The program shall advance the technological capability and promote the deployment of intelligent transportation system applications for commercial vehicle operations, including commercial vehicle, commercial driver, and carrier-specific information systems and networks.

2.3 ROLES AND RESPONSIBILITIES

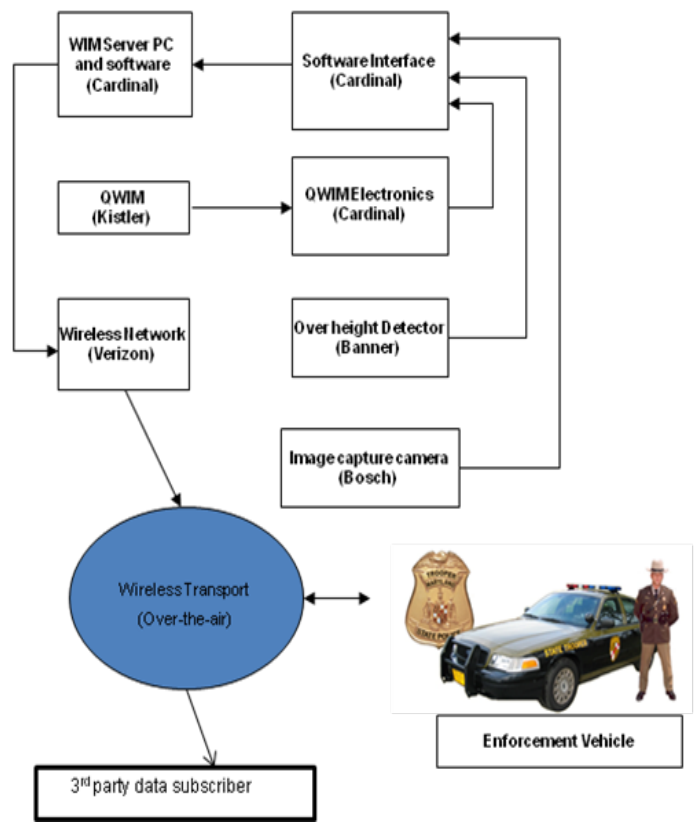
- **TO Procurement Officer** – The MDOT representative responsible for managing the TORFP and award process, change order process, and resolution of TO Agreement scope issues.
- **TO Manager** - The TO Manager, Systems Architect, and SHA assigned engineers and inspector(s) shall have the overall responsibility of reviewing and approving or coordinating agency approvals for all the submitted plans and design drawings, material datasheets, catalog cuts, construction and installation schedules, maintenance of traffic plans, testing and calibration, acceptance, and coordination of ongoing maintenance associated with the installed system at each site. MDTA assigned managers, engineers, and inspector(s) shall have coordination responsibility for the functions listed above, for the respective MDTA locations being deployed as part of this project scope.
- **TO Contractor** - The CATS+ Master Contractor awarded the TO Agreement shall be responsible for submitting and performing all the tasks associated with the required plans, design drawings, material datasheets, catalog cuts, construction and installation schedules, maintenance of traffic plans, testing and calibration, acceptance, and performing ongoing maintenance associated with the installed system at each site. In addition, the TO Contractor shall also be responsible for; but not limited to, submission of permits, development of permit plans, right of way plans, environmental clearances, compliance with all local, State and federal regulations, submittals of directional boring plans, grounding plans, coordination with state and local utilities, providing as-built construction plans and related documentation, and final inventory lists. All non-breakaway devices shall be located outside the clear zone and/or located behind traffic barriers per AASHTO design guide. The TO Contractor shall also be responsible for coordinating the work of any third party value added resellers or subcontractors they choose to partner with to provide the necessary services as detailed under this TO.
- **TO Contractor Primary Point of Contact** - A TO Contractor primary point of contact for the project shall be identified by the TO Contractor. The TO Contractor primary point of contact shall, during the first week of every month, provide the TO Manager with original signed Time Sheets for the TO Contractor support personnel activities for the previous month.
- **TO Contractor Project Manager** - The TO Contractor shall assign a Project Manager to facilitate and oversee the entire project. The Project Manager shall be the primary contact for SHA for all items concerning the installation, construction, testing, acceptance and production phases of the project. The TO Contractor shall certify that this Project Manager has the authority to make significant and critical decisions relevant to the project and has management access to resolve problems beyond their direct authority.
- **TO Support Personnel** - Any resource provided by the TO Contractor at MDOT's request.
- **MDOT CMO** - MDOT Contract Management Office is responsible for management of the contract after award.

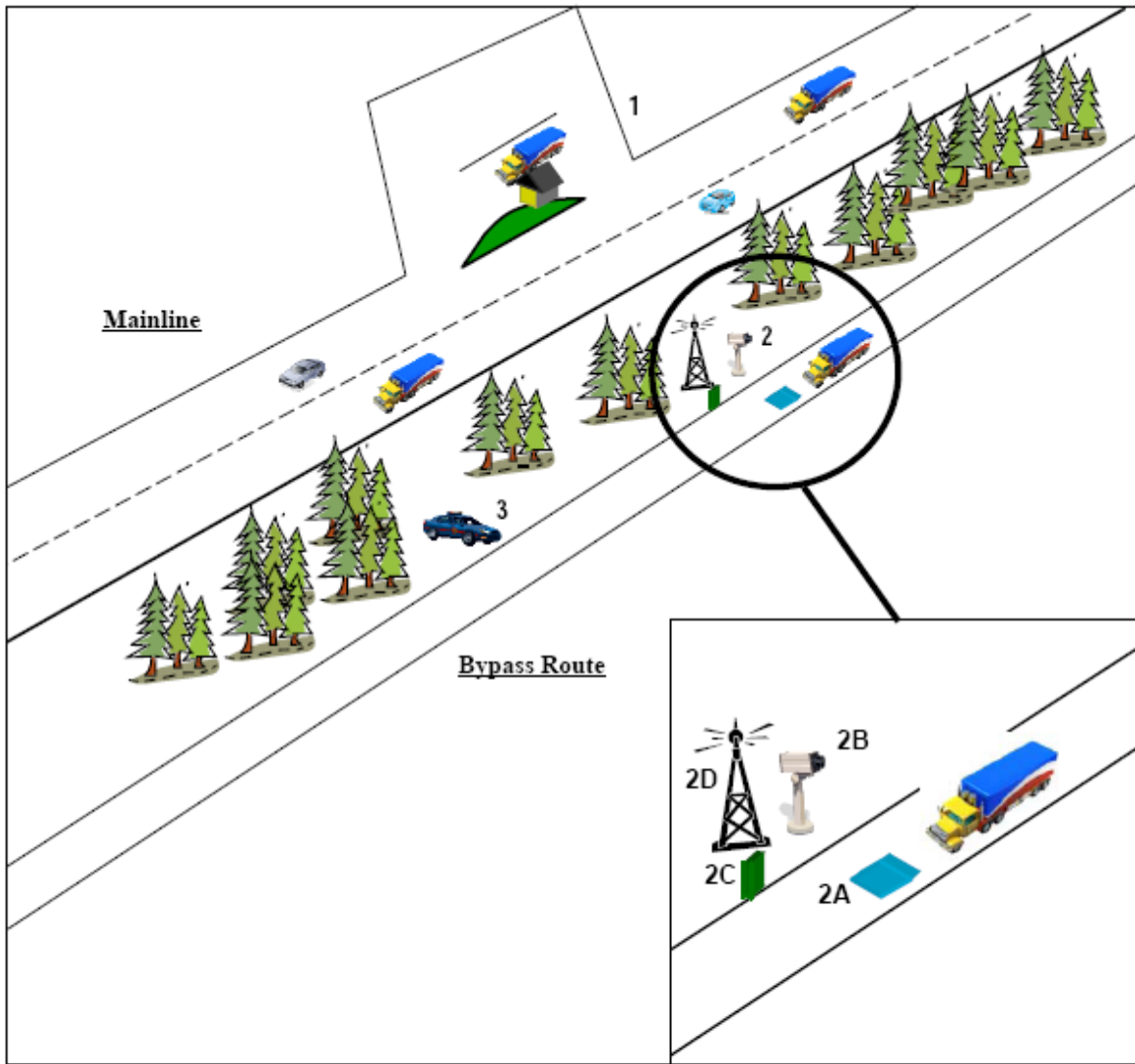
2.4 BACKGROUND

High level layouts for a VWS are provided below. The concept of a VWS is very flexible (see Figures below for configuration of existing VWS sites in Maryland). At a minimum, the VWS includes the following technologies: WIM scales, camera system, screening software and communication infrastructure. Mainline WIM scales (such as Quartz Sensors) are used as weight pre-screening tools, along with a loop and an over height detector for distinguishing CMVs from other vehicles. A high resolution, high shutter speed pole mounted camera is used to capture images of overweight or over height CMVs, and the information is collected in a roadside cabinet with the appropriate computer and communications hardware and software. The captured information includes the vehicle's

image, axle, tandem, combination, bridge formula and gross weights, height, speed, date and timestamp, and a summary display of the violation conditions observed. These are core features. In addition, other custom features such as tailgating (following too close) and wrong direction can also be tailored to state or location specific requirements. An Infra-Red (IR) illuminator shall be used in conjunction with or without ambient site lighting to enhance image visibility at night time and in adverse weather conditions. A roving enforcement vehicle equipped with a laptop, an Internet browser and a broadband communications air card with any acceptable broadband communications technology to access the required information securely over the Internet would have timely access to this information to make informed decisions about pulling offenders over and conducting a more thorough inspection. Construction related activities related to infrastructure components to meet all Maryland state regulations are documented in Appendix I (separate attachment).

High Level Diagram – Virtual Weigh Station





Legend

- 1. Fixed weigh station on mainline highway
- 2. Virtual weigh station deployed on bypass route
 - 2A. WIM scales
 - 2B. Camera system
 - 2C. Screening software
 - 2D. Communication system
- 3. Mobile enforcement unit deployed "downstream" from VWS

Note: Concept of Operations for Virtual Weigh Station, Final Report, prepared for the Federal Highway Administration, June 2009

2.5 REQUIREMENTS

The VWS system procurement shall include:

- 1. A comprehensive system design proposal, including WIM sensor, loops, camera, poles, cabinets, a detailed electrical load calculation estimate for system power requirements, and all ancillary equipment siting surveys, design, layout, construction, maintenance of traffic, as-built plans, and comprehensive inventory list including quantities, model and serial numbers. A sample set of design plans and sample VWS layout are provided in Appendix 6 (separate attachment).

2. All necessary components and materials for the entire turnkey system.
 - a. *Note: the only exceptions are listed under Section 2.5.2, Technical Requirements:*
 - b. *Cellular Router – the broadband aircard recurring subscription shall be paid outside of the scope of this contract using existing state procurement vehicles.*

The TO Contractor shall provide the following VWS system including:

1. Installation and construction of the entire system at all locations.
2. Calibration using certified weight trucks, QA testing and acceptance testing of turnkey system at all locations.
3. Training of required law enforcement, SHA operational, maintenance, system administration and system management staff (approximately 4-5 personnel per site).
4. Provision of acceptable warranty terms for a period of one year after production acceptance of each site, including half yearly calibration (two calibrations during the warranty period) of the WIM sensor at each location and preventive maintenance on all COTS equipment, including the WIM cabinet to ensure performance in conformance with ASTM E1318-09.
5. Option of acceptable extended warranty terms for a period of two years after the conclusion of the first year of system warranty. This option shall include half yearly calibration (four calibrations during the warranty period) of the WIM sensor at each location, and preventive maintenance on all COTS equipment, including the WIM cabinet to ensure performance in conformance with ASTM E1318-09.
6. Option of acceptable extended warranty terms for a period of three years for the seven (7) existing Maryland VWS sites listed in Appendix 5 (separate attachment). This option shall include half yearly calibration (six calibrations during the warranty period) of the WIM sensors at each location, and preventive maintenance on all COTS equipment, including the WIM cabinet to ensure performance in conformance with ASTM E1318-09. . These warranty terms shall be co-terminus with the expiration of extended warranty for new sites being installed per Appendix 3 and 4 (separate attachments).
7. Option of remedial installation cost for replacement of the existing Kistler WIM sensors and loop detector at each existing location (dual sensors, per lane cost including maintenance of traffic). This option is required to provide proactive sensor replacement for system preservation, after mutual pre-determination of potential sensor failure at each installed site.

2.5.1 FUNCTIONAL / BUSINESS REQUIREMENTS

The functional requirements for a typical VWS site are indicated below:

2.5.1.1 Weigh-In-Motion sensor:

1. The WIM shall be capable of performing load and length measurements accurately. Axle load, axle-group load, gross vehicle weight, distances between axles, tandem axles, and bridge groups shall be captured and measured per CMV passage.
2. The drift rate of measurements by the WIM system shall be calibrated and tested to conform to ASTM E 1318-09 accuracy requirements for Type III WIMs. Once calibrated by the TO Contractor, the WIM system shall meet the ASTM 1318-09 accuracy requirements for Type III WIMs over a six month period.
3. The WIM shall capture, per CMV passage, the date and time of passage. Date and time shall be synchronized with Network Time Protocol (NTP servers) at a regular interval. Timestamps shall not drift more than two seconds in a given month.
4. The WIM shall record a vehicle record number (sequence number) for each CMV passage.
5. The WIM shall capture the speed of CMV passage.

6. The WIM shall capture and recognize vehicle class for each CMV passage as indicated per the ASTM and FHWA assigned vehicle classes. Class, speed, weight and axle spacing data for all vehicle classes indicated by the ASTM and FHWA class tables shall be captured.
 - a. *Note: The following exceptions need to be tailored to the FHWA vehicle classes:*
 - b. *2 axle vehicles of class 3 or 5 that fall under 10,000 lbs. shall be captured for data collection and archival, but filtered from the output. Technically, all class 3 or 5 vehicles less than 10,000 lbs. are classified to class 2, since law enforcement is not interested in enforcement action for these vehicles.*
 - c. *Any 3 axle vehicles shall not be filtered: Vehicles such as a small pickup towing a single axle trailer shall not be filtered. This rule set is configured specifically for law enforcement action, in order to screen vehicles with certain types of violations. Examples are unlicensed commercial operators that register the vehicle as a personal vehicle, and then use it for commercial purposes with no CDL or no DOT number, with a single axle trailer and equipment sitting on the trailer. Technically, all 3 axle vehicles less than 10,000 lbs. are classified to class 3.*
7. The WIM shall be able to capture multiple types of violation if multiple violations occur per CMV passage. Typical violations include over weight gross, over weight single axle, over weight tandems, unbalanced loads, bridge formula violations, wrong direction errors, too close, over speed, over acceleration. These violations shall be configurable (by SHA) and selectable for graphical user interface viewing.
8. The user interface for the WIM shall be configurable to receive data regarding every CMV passage or a CMV passage with violations. If a passage with violations needs to be observed, the threshold levels to define each violation shall be configurable.

2.5.1.2 Camera:

1. The camera shall be capable of capturing every CMV passage or every CMV passage with violations.
2. The camera's features, such as focus, zoom, and aim, shall be configurable but fixed. (Pan, Tilt, Zoom (PTZ) capabilities are not desirable once aimed and fixed, but need to be provided for targeted law enforcement action should the need arise to modify the frame of view).
3. The camera's shutter speed, color enhancement, and monochrome/color switching modes shall be configurable.
4. The camera shall be triggered every time a vehicle passes over the loop detector. Image capture shall be configurable with vehicle class and other configuration settings.
5. The camera shall capture image with CMV distinguishing features such as cab and trailer color and distinguishing characteristics such as; but not limited to, company name, graphic logos. The CMV profile shall be recognizable to humans. The captured images shall be recognizable to law enforcement personnel and validated during system tests.
6. The camera shall capture image with CMV distinguishing features such as cab and trailer distinguishing characteristics such as; but not limited to, company name, graphic logos, under low light. The CMV profile shall be recognizable with limited light to humans. Adverse conditions such as heavy rain and snow may not be excluded from meeting the requirement. The captured images shall be recognizable to law enforcement personnel and validated during system tests.
7. The camera and pole system shall have two additional inner duct conduits buried with additional cabling capability up to the WIM cabinet location entry point. Additional conduit

and cabling is required to provision the addition of a License Plate Reader (LPR) camera and associated power for future expansion capability at each VWS site.

2.5.1.3 Infra-Red (IR) lamp:

1. IR lamp(s) shall enhance image capture performance in the early morning and late night hours. The lamp(s) shall be configured to automatically turn off during daytime hours. Vehicles shall be clearly illuminated and differentiated by visible truck profiles during nighttime hours for the officer to be able to make a determination of the truck profile and determination of logos and distinguishing features to the extent possible.
2. IR lamp(s) of appropriate intensity shall be selected to illuminate the front and the side of each vehicle. This shall be determined by field conditions unique to each site. IR lamp(s) shall be solid state.
3. Note: Light enhancement utilizing fixed street luminaries may be required at the camera and/or IR location to enhance the quality of night images. TO Contractor shall be responsible for assessing the suitability of existing roadway lighting, if present. Additional lighting shall be designed to complement existing roadway lighting in accordance with SHA standards.

2.5.1.4 Over Height Sensor:

1. The Over Height Sensor shall detect any CMV passage with over height characteristics over a preset threshold.
2. The Over Height Sensor shall not detect any CMV or other vehicles with heights complying with Maryland traffic laws.
3. The Over Height Sensor shall not be triggered by false-positives (such as birds, etc). If an over height sensor spans multiple lanes, false positives shall be alleviated or eliminated to the extent possible.

2.5.1.5 Cellular router (for broadband communications to mobile laptops and other PC clients):

1. The cellular router shall support high speed 3G and 4G cellular modems including LTE, HSPA+, EV-DO, HSPA, HSUPA, HSDPA standards. It shall provide advanced firewall, security, and Quality of Service (QoS) functions. It shall minimize time latency from image and data transmission on the WIM server to image receipt on a law enforcement laptop, other PC client or 3rd party data subscriber to under five (5) seconds. The time latency requirement will need to be satisfied for 99% of all captured vehicle images.
2. The cellular router access shall be controlled (secure) with username and password restrictions for administrative personnel only. In addition, the cellular router shall be configured to restrict distributed denial-of-service (DDOS) and other internet based attacks. Default security features on the router shall be enabled at a minimum.
3. The cellular router shall be able to support external high gain cellular antennas for cellular communications outside the WIM cabinet.

2.5.1.5 WIM Server PC and WIM Reader Server Software:

1. The client laptop with a broadband air card or any client PC on a wireless or wired local or wide area network shall be able to login to the WIM Server PC via a cellular router pass-through with Microsoft Internet Explorer with username and password restrictions. Logins and all user interface capabilities shall be tested to work with multiple versions of Internet Explorer, (IE9, and any newer IE versions released during the period of performance of this contract). Administrative functions (such as weight and other violation threshold configurations, data archival etc.) shall have separate logins than regular user logins, with distinct administrative rights and privileges. At a minimum, a Verizon EVDO, front-facing

fixed IP address will be provided for the WIM Server PC once the cellular service for the router is provisioned using a State contract vehicle.

2. PC Anywhere shall be installed on the WIM server PC to enable secure remote computer access for administrative and remote maintenance purposes.
3. The server software shall be able to generate a variety of vehicle reports at the client PC. These will include, but are not limited to:
 - a. a history and thumbnail images of the last ten (10) vehicles or last ten (10) vehicles with violations,
 - b. vehicle violations by class over a user specified period,
 - c. vehicle volumes by class and/or speed over a user specified period,
 - d. vehicle detail report by vehicle ID or similar record, and
 - e. weekly and/or monthly summaries of all the reports listed above.
4. Violation, non-violation, class, weight, volume, speed and other data, including image cleanup thresholds, shall be user configurable at the WIM server software.
5. At least three concurrent connections and/or open sessions shall be possible with the WIM server PC at any given time. One of these connections shall be a dedicated connection to the 3rd party data subscriber.
6. The VWS application shall provide a means to push data, in real-time, to a 3rd-party remote system (University of Maryland's RITIS). RITIS is the consolidated single sign-on image and data repository for all remote VWS sites, and is the central VWS application used by law enforcement. **The required data format shall available upon request to Offerors.** The push data shall be provided through database replication, web services, or some other data synchronization method deemed acceptable by the University.

2.5.1.6 WIM Thin Client:

1. The WIM client Graphical User Interface (GUI) shall display thumbnail as well as larger vehicle images and data (speed, axle and gross weights, distance between axles, vehicle class and all violation data and messages - if any) of each vehicle transmitted from the server PC. These shall be configurable in US and metric (international) weight systems. The WIM client shall highlight images of violations in Red.
2. The GUI shall be light weight, and consume minimal resources on the client laptop or PC. This is required to ensure that all law enforcement tools running on a client laptop or PC are not adversely affected for other law enforcement capabilities. A full screen capture of a client based browser session, including the vehicle image and all associated violation or non-violation data shall be able to be saved for easy reference.
3. The client application shall be browser based. It shall be able to support and be compatible with Internet Explorer v9.x, and any new versions of IE released during the period of performance of this contract.
4. The client application shall be compatible with Windows 7 and any other newer Windows versions released during the period of performance of this contract.
5. The client application shall be configured for secure user access with usernames and passwords that are not transmitted in clear text. A security socket layer/transport layer security (SSL/TLS) protocol suite such as https shall be used to provide encryption and secure identification to the IP based application.

2.5.1.7 Conduits and Pull Boxes:

1. All cables shall be in conduits required and specified by the Maryland Book of Standards and Maryland Standard Specifications for Construction and Materials, 2008

<http://www.sha.maryland.gov/index.aspx?pageid=44>. All pull boxes shall meet all general and special specifications listed under the Maryland Book of Standards. Grounding plans shall be provided with design submissions for each site. Duct seal shall be used to seal all conduits in the cabinets and in all junction boxes to avoid rodent and other infestation.

2. All underground cable ducts shall be marked with marking flags above ground surface. All under road surface (bored) conduits shall be marked with marking tape over the road surface for future identification.

2.5.1.8 VWS System:

1. The VWS system shall be capable of running in unattended mode 24 x 7.
2. The VWS system shall be capable of automatically recovering from loop detector and classifier errors (low speeds, rush hour backups, stop and go traffic, and similar events).
3. The VWS system shall be modular and rack mountable in a standard Type 332 or equivalent WIM roadside cabinet with a NEMA 4x rating, with foundations as required under Maryland law. A rack mounted monitor, keyboard, and mouse are required at each site in order to allow local diagnostics of the entire system at the remote location, shall this become necessary for unscheduled or planned field maintenance..
4. A local redundant hot-swappable backup of the entire operating system, software, firmware, and data shall be enabled on the WIM server PC. This is to ensure that the system can be made fully functional in the field if the primary hard drive fails.
5. An uninterrupted power supply with at least 15 minutes of backup power to the entire system shall be provided to support power interruptions, brownouts, and other power anomalies at each location.
6. The VWS system shall be capable of automatically starting up and resuming operation after a sustained power outage.
7. The VWS system, when fully implemented will contain multiple sites geographically dispersed throughout the State. To effectively manage and control these systems, a remote performance monitoring, diagnostic and camera control system will be required at each site.

2.5.2 TECHNICAL REQUIREMENTS

The technical requirements for the VWS are listed below:

2.5.2.1 VWS System:

1. TO Contractor shall provide a comprehensive system description and operational characteristics for a fully integrated, turnkey VWS system, including all system sub components and materials as a part of the proposal. This shall include; but not limited to, details regarding secure, weather resistive and climate controlled roadside enclosures, cabinets, poles, for any and all equipment with appropriate concrete pads, foundations and other mounting hardware for local environmental and climate conditions.
2. TO Contractor shall perform their own site evaluations and conclusions to confirm or deny the feasibility of VWS installations for each site. SHA personnel can accompany the TO Contractor to the sites at mutually agreeable dates and times. If any site modifications are required, it is the TO Contractor's responsibility to provide comprehensive technical, functional, and business reasons why such modifications may be required, and to provide a detailed cost escalation model for each site. These reasons, as well as any design and installation changes required for any individual site, shall be clearly documented and described in the Preliminary Design Review (PDR) and Critical Design Review (CDR) documents required as deliverables (see Section 2.6.2).

2.5.2.2 WIM Sensor:

1. The WIM sensor shall be equivalent in form, fit and function to the Kistler Quartz 9195 QWIM2 sensor (dual strip) for each installation with associated Kistler electronics, to maintain a standard infrastructure for all VWS installations. Other WIM sensors shall not be installed by the TO Contractor. The TO Contractor shall provide Kistler certified installation personnel to install and configure sensor to weight average over two sensors in a standard configuration. In the event of a sensor failure, the sensor shall be reconfigurable to provide weights and classification using a QWIM1 configuration (single strip).
2. WIM sensor shall meet accuracy of load measurements - tested against measurements by certified portable scale (tolerance for 95% compliance, ASTM E 1318-09, Table 2).
 - a. Accuracy of Axle Load measurements: $\pm 15\%$.
 - b. Accuracy of Axle-Group Load measurements: $\pm 10\%$.
 - c. Accuracy of Gross Vehicle Weight measurements: $\pm 6\%$.
 - d. *Note: Individual axle, gross weight, and height thresholds shall be set to applicable Maryland laws for passage over state roads.*
3. WIM sensor shall meet accuracy of length measurements (distance between axles) – tested against manual measurements (tolerance for 95% compliance).
 - a. Accuracy of length between first and last axle measurements: $\pm 0.5\text{ft}$.
4. WIM sensor shall meet accuracy of speed: $\pm 1.0\text{ mph}$.
5. WIM sensor shall meet accuracy of bridge formula calculation: $\pm 10\%$.
 - a. FMCSA regulation §658.17 states that no vehicle or combination of vehicles shall be moved or operated on any interstate highway when the gross weight on two or more consecutive axles exceeds the limitations prescribed by the following formula:

$$w = \text{MROUND} \left(500 \left(\frac{l \cdot n}{n - 1} + 12n + 36 \right), 500 \right)$$

w = the maximum weight in pounds that can be carried on a group of two or more axles, l = spacing in feet between the outer axles of any two or more consecutive axles, n = number of axles being considered.

6. *Note: Bridge formula test measurements need to be provided by the TO Contractor during WIM acceptance testing using manual weight and length measurements against inspection report information provided by law enforcement. There is no bridge formula accuracy requirement for a Type III WIM as defined in the ASTM standard.*
7. WIM sensor shall meet the following drift rate of measurements
 - a. Drift rate of weight load measurements over 6 weeks: $\pm 2.5\%$.
 - b. Drift rate of length measurements over 6 weeks: $\pm 2.5\%$.
8. The percentage of misclassifications: $< 5\%$.
9. The percentage of CMV passages that is not recorded by the WIM: $< 5\%$.
10. The WIM sensor(s) shall be installed in-ground with epoxy equivalent in form, fit, and function to Kistler 1000A1 epoxy, and associated Kistler charge amplifiers, cables and connection hardware. No substitutions shall be permitted.

11. Loop detector(s) used in conjunction with the WIM layout shall have a minimum loop area of 6 feet x 6 feet with 45' angle cuts at the corners. The loop wire shall be single conductor, 14AWG, IMSA 51-5 compliant. Loop leads shall be 2 conductor, 14AWG, in IMSA 50-2 cable. All saw cut loops shall be sealed with 3M-loop sealant. The TO Contractor needs to provide technical and functional justification (due to site conditions) if this layout needs to be modified.
12. A comprehensive sensor calibration shall be performed by the TO Contractor after installation and before acceptance testing. This calibration shall include at least ten (10) passes by a certified weight truck passing over the sensor ten (10) miles below the speed limit and at the posted speed limit for the road under consideration. The results of these tests, along with the associated truck images for each pass, shall be provided to the SHA as a part of acceptance testing. These tests shall be carried out in conjunction with appropriate SHA personnel present.

2.5.2.3 Camera:

1. The camera shall be equivalent in form fit and function to the Bosch Dinion XF NWC-0495Day/Night IP camera to maintain a standard infrastructure for all VWS installations. The camera shall be paired with the appropriate IP66/67 compliant, all weather enclosure with heater and blower as appropriate for local weather conditions. If a camera substitution needs to be made, the TO Contractor needs to provide technical, functional and business justification for this substitution.
2. The camera shall be installed and configured to meet the following requirements:
 - a. The percentage of CMV passages captured by the camera: > 95%.
 - b. The percentage of false alarms (The number of non-CMV images/The total number of captured images): < 5%.
 - c. The percentage of images with CMV distinguishing features and CMV profile: > 95%.
 - d. The percentage of images with CMV distinguishing features and CMV profile in limited light: > 95%.

2.5.2.4 Over Height Sensor:

1. The over height sensor shall be equivalent in form, fit and function to the Banner Engineering over height detector with a passive reflector on the opposite side of roadway to maintain a standard infrastructure for all VWS installations, and to eliminate the costs for an additional underground bore and conduit for power and cable across road surfaces. If a detector substitution needs to be made, the TO Contractor needs to provide technical, functional and business justification to indicate all available rationale behind this substitution.
2. The over height sensor shall be installed and configured to meet the following requirements:
 - a. The percentage of misdetections or false detections: < 5%.

2.5.2.5 Cellular Router:

1. The cellular router shall be equivalent in form, fit and function to the Proxicast Lancell2 cellular router with an external, pole mounted high gain antenna and a compatible Verizon Wireless EVDO air card and EVDO broadband service. The broadband service will be configured using a State of Maryland communications services contract provided to TO Contractor. The paperwork for cell service justification needs to be made through the Office of Information Technology. SHA will assist in completing this justification form, and provisioning the EVDO cell service with a static IP address for the remote VWS system. The cellular infrastructure shall be installed by the selected TO Contractor and/or their subcontractor. The subsequent cellular data monthly recurring subscription cost is not part of this contract and will be coordinated separately with the TO Contractor and/or their

subcontractor, who shall be responsible for installing the cellular infrastructure. If a cellular router substitution needs to be made, the TO Contractor needs to provide technical, functional and business justification to indicate all available rationale behind this substitution.

2. The cellular router shall be installed and configured at each site to meet the following requirements:
 - a. Maximum time latency between the WIM server PC and law enforcement laptop at the pull-off site: < 5 seconds.
 - b. The percentage of images successfully transmitted to law enforcement laptops within 10 seconds: 100%.
 - c. Proxicast features allowing direct TCP login on the WIM server using password authentication shall be enabled.
 - d. Intrusion detection using Proxicast built-in scenarios and signatures shall be enabled at a minimum.
 - e. 802.11 router access shall be turned off. Only the cellular interface and local access interfaces shall be turned on.

2.5.2.6 WIM server PC:

1. The server PC shall be equivalent in form fit and function to a rack or panel mounted SmallPC (www.smallpc.com) or Tangent PC (www.tangent.com) designed for external, environmentally rugged industrial applications.
2. TO Contractor shall provide complete technical and environmental specifications for WIM server PC and associated components mounted inside WIM cabinet. This subsystem shall include a rack or shelf mounted monitor, a keyboard, and a mouse for local diagnostics and maintenance. This subsystem shall also include; but is not limited to a redundant hot-swappable hard disk to back up the operating system, application and other COTS software, the local database, in the event of a primary disk failure for quick disk replacement in the field.
3. The PC, router and other applicable devices shall be synchronized to the Network Time Protocol (NTP) periodically. The timestamp drift shall not exceed 2 seconds every month.

2.5.3 NON-FUNCTIONAL, NON-TECHNICAL REQUIREMENTS

2.5.3.1 Project Approach:

1. The TO Contractor shall be responsible for the installation of all equipment furnished under this contract.
2. The TO Contractor shall provide on-site field engineering to supervise, and technicians to perform the installation.
3. The TO Contractor shall perform all work shall in a manner adapted to local conditions and best calculated to promote quality installation, to secure safety to life, person, and property, to assure a safe and continuous operation of the roadway under consideration, and to reduce to a minimum any interference with the public and with other contractors in or about the property.
4. The TO Contractor shall provide preliminary documentation at CDR on installation practices, tests, and quality control procedures of each component of the VWS system.
5. The TO Contractor shall provide final documentation on the results of the application of these installation practices, tests, and quality control procedures after completion of the installation at each site.

2.5.3.2 Project Management Requirements:

1. The TO Contractor shall assign a project manager to facilitate and oversee the entire project. The Project Manager shall be the primary contact for SHA for all items concerning the installation, construction, testing, acceptance and production phases of the project. The TO Contractor shall certify that this Project Manager has the authority to make significant and critical decisions relevant to the project and has management access to resolve problems beyond their direct authority.
2. The Project Manager shall be on site during critical points of each VWS site installation.
3. The TO Contractor shall deliver the following project management deliverables on a weekly basis:
 - a. Status Report consisting of:
 - i. Tasks completed in the prior week
 - ii. Tasks expected to complete in the current week.
 - iii. Any tasks that are behind schedule with a description of the problem
 - iv. All active issues with status and resolution plan
 - b. Updated Project Schedule in a GANTT chart format
 - c. Updated Risk Register
 - d. A status meeting with the TO Manager or his designee to discuss the above deliverables.

2.5.3.3 Equipment Deliverables:

1. The TO Contractor shall ship all component equipment deliverables of the VWS system with carriage, insurance and freight pre-paid (CIF) to each site destination at the expense of the TO Contractor.
2. The TO Contractor shall provide and maintain insurance on all deliverables, if required by, until such time as the deliverables have been safely and appropriately delivered to SHA, and title/ownership has passed to SHA.
3. The TO Contractor may, at their option, provide a secure trailer for the temporary storage of equipment deliverables. SHA will assume no responsibility for the safe-keeping of deliverables at SHA premises.

2.5.3.4 Installation:

4. The TO Contractor shall only install equipment in accordance with installation plans that have been previously approved by SHA. Installation shall not commence until appropriate installation plans have been reviewed and approved by SHA. The TO Contractor shall provide all mounting hardware, cables, plugs, and accessories and all incidentals necessary to complete the work.
5. The TO Contractor shall factor in site availability for equipment installation. SHA will make its best endeavor to have sites available for installation, however SHA shall not be held responsible for any necessary or unforeseen unavailability of sites.
6. The TO Contractor shall plan each VWS installation such that the minimum disruption of service shall occur to SHA operations. The TO Contractor's installation plan shall consist of four steps: development of an installation plan and schedule, a description and plans of the work to be accomplished, approval by SHA, and accomplishment of the equipment installation.

7. The TO Contractor shall review each site to establish equipment requirements, cable paths and layouts, mounting details, modification requirements, and any other particular site requirements such that all necessary information is gathered for each installation site.
8. The TO Contractor shall develop the detailed Site Installation Plan(s), and installation drawings for each site as part of CDR for each site (sample submissions provided in attachment). These plans shall include equipment layout drawings and elevations, equipment material, specification and catalog sheets. The TO Contractor shall also provide a preliminary structured schedule showing proposed major and minor milestone accomplishment and projected dates for these accomplishments. These plans and schedules shall be submitted to SHA at least thirty (30) days prior to the commencement of any installation.
9. The TO Contractor shall provide each Site Installation Plan at least 45 days prior to site installation. SHA shall grant approval to each Site Installation Plan within thirty (30) working days of receipt of each Plan.
10. The TO Contractor shall not commence any installation work at any site until written notice has been received of SHA approval of each specific Site Installation Plan.
11. The TO Contractor shall accomplish each installation in accordance with the relevant Site Installation Plan. Any deviations or changes to each relevant Site Installation Plan shall be coordinated with SHA and agreed to by SHA in writing. Prior to any construction,
12. TO Contractor shall obtain and verify that all permits are in place (environmental approvals, ROW approvals, lane closure and TCP permits, etc.) and existing utilities have been properly located and marked.
13. All construction work, maintenance of traffic, notification of maintenance, and soil disturbance as well as soil and surface rehabilitation work shall be done in accordance with the Maryland Book of Standards (<http://www.marylandroads.com/Index.aspx?PageId=689&d=22>), the Maryland Standard Specifications for Construction and Materials, 2008 version (<http://www.marylandroads.com/Index.aspx?PageId=44>) and in accordance with all Maryland environmental laws. All of the general construction, design guideline, and related provisions applicable and required under this TO contract are listed in Appendix 1 (separate attachment). Lightning protection shall be provided and installed at all outdoor locations, and all system components and equipment, per Maryland standards. All outdoor locations, system components and equipment shall be properly grounded. The TO Contractor shall be responsible for repairing and/or replacing any existing utilities that have been damaged or disrupted during the installation.
14. The TO Contractor shall install equipment in a professional and workmanlike manner and in accordance with all applicable Maryland codes and standards and good engineering practices.
15. The TO Contractor shall properly ground all equipment racks and cabinets, and individual equipment. In this connection, the TO Contractor is to take special note of the presence of high ground currents in the vicinity of energized rail tracks and similar ground operating conditions, and take appropriate steps to avoid ground loops and consequent equipment damage.
16. The TO Contractor shall mark all underground cable ducts with marking flags. All under road surface (bored) conduits shall be marked with marking tape over the road surface for future identification.
17. The TO Contractor shall connect all main equipment racks to suitable breaker panels. All electrical wiring and connections shall be properly made and installed, and properly terminated.
18. The TO Contractor shall provide electrical drawings that indicate the locations of each component of the VWS system, location of wiring runs, conduit and interconnect points, and

other pertinent details, including the submission of a ground plan for each location. Loose wiring or wiring not properly contained in a trough, conduit or raceway shall not be acceptable.

19. The TO Contractor shall conduct the installation of equipment such as to ensure the minimum of disruption to SHA operations. Lane closures shall be accomplished with traffic control provisions provided in Appendix 1 (separate attachment) for each location. SHA shall be given at least 72 hours' notice of the time and duration of the proposed MOT and any and all lane closures. Detailed traffic control plans shall be provided to the District traffic office for each location. In no circumstances shall any SHA equipment be placed out of service without prior written permission from SHA. Work shall be coordinated with the appropriate SHA, MDTA, and District or County entity.
20. The TO Contractor's Project Manager shall communicate changes and/or delays, when proposed changes are initiated or delays are expected to occur, to SHA in writing, along with an estimated schedule impact, schedule revision and remediation steps, if any.
21. The TO Contractor shall provide an 'as built' equipment, software and hardware check list for each individual VWS site that lists all components installed, removed, and/or modified at each site. For each component, the model, type, and serial numbers shall be provided as appropriate. The check list shall also show progress and completion of all tests and appropriate acceptance signature blocks. The satisfactory accomplishment of this check list shall be an inherent part of the quality control process. The data of production acceptance of the completed, 'as built' check list by SHA for a particular site shall act as the production cutover date to begin beneficial use of that site. This date shall determine the commencement of the first year of system maintenance and warranty for that site.
22. Each VWS site shall be inspected for proper construction and all equipment installation, including poles, foundations, concrete pours, cabinets, equipment internal and external to the WIM cabinet, including but not limited to electrical installation, cabling, grounding, cable terminations, post-installation site remediation by an SHA designated inspector(s). The inspector(s) shall be present at all times during the installation process. The TO Contractor shall coordinate the services of the inspector(s) with the TO Manager and/or their designated agency responsible for inspections. At no time shall any construction or installation work be initiated or performed without an inspector present. Inspection payments shall be made outside the scope of this contract using existing state procurement vehicles.

Note: All final pre-construction plans and drawings and 'as-built' installation plans and drawings shall be stamped and signed by a professional engineer licensed to practice in the State of Maryland.

2.5.3.5 Equipment Power On, Calibration, And Pre-Production/Quality Assurance Acceptance Tests:

1. This TO requires the completion of all work to the satisfaction of the TO Manager. The TO Contractor shall carry out all those tests required to demonstrate compliance with this SOW and that the VWS system is fully operational in all respects to the requirements listed. As required, the TO Contractor shall provide an overall Acceptance Test Plan and WIM Calibration Test Plan at the time of CDR, and individual Acceptance Test Procedures (ATP) for individual components of the system at least thirty (30) days prior to the test date(s). After SHA approval, these ATP tests shall be conducted in conjunction with SHA inspection personnel and the results documented. Once the entire VWS system is installed and operational, On-Line Demonstration and Production Testing shall be conducted in conjunction with local law enforcement (designated users and operators of the system) at each site. After the completion of all tests, and the delivery of all contract deliverables, Final Acceptance shall occur.

2. The TO Contractor shall perform all equipment and subsystem component power on and associated testing after the system is installed. As equipment is brought on line, SHA and associated inspection personnel shall be kept updated about progress and next steps in the acceptance testing process.
3. The TO Contractor shall be responsible for initial setup, data loads, configuration and modification of the system in accordance with the requirement for a complete turn-key system. The TO Contractor is fully responsible for installing a fully operational system at the contract price.
4. The TO Contractor shall schedule and assure that WIM calibration and testing with certified weight truck(s) be observed and accepted by SHA engineers and/or their designated personnel. There shall be no exceptions to this requirement.
5. The TO Contractor shall be responsible for the installation of all equipment, systems, and parts thereof. Any damage caused by the TO Contractor shall be reported immediately to SHA, and damage so caused shall be repaired by the TO Contractor at the expense of the Contractor. If the TO Contractor fails to repair the damage within 30 calendar days of its occurrence, SHA may seek to undertake the repairs and withhold such moneys from any balance due and/or seek reimbursement to cover the repair costs.
6. The TO Contractor shall provide real-time on-site training for SHA and law enforcement personnel on the use, operation and routine maintenance of the VWS system prior to the start of on-line demonstration testing. This training shall provide an overview and 'hands-on' training on VWS usage, result interpretation, general usage guidelines and requirements, data retrieval and reporting capabilities, and customized report (if any) generation. The class size at each site will be approximately 4-5 personnel. A training manual shall be provided, hard copy as well as electronic (PDF) for future use. Law enforcement agencies participating in training shall furnish their own broadband enabled laptops for training; the TO Contractor shall be responsible for their own laptop and related equipment to conduct the training.
7. The TO Contractor shall conduct on-line demonstration testing. This testing is to be performed along with local law enforcement personnel prior to the commencement of the three week testing and acceptance period. The purpose of this testing is to provide definitive proof that the VWS system is providing the necessary functionality at the accuracy and quality listed in Sections 2.5.1 and 2.5.2, and that the system is capable of meeting the long-term reliability and performance requirements of this TORFP. Testing of all equipment and the system furnished and installed under this TORFP shall be conducted by, and be the responsibility of the Offeror. SHA reserves the right to perform any inspections and witness tests deemed necessary to ensure that the system performs to the specifications listed herein. At a minimum, the following on-line testing shall be performed to demonstrate the following procedures.
 - a. WIM performance under various CMV load, axle and speed configurations.
 - b. Graphical User Interface (GUI) stability and functionality.
 - c. GUI display performance for violation and alarm conditions as specified under operational configuration thresholds, and stability of GUI information, image, and alarm overlays.
 - d. Daytime camera and image performance under continuous traffic conditions. Camera acceptance tests shall cover a consecutive 24 hour period with a 90% CMV profile recognition rate by law enforcement personnel, sunrise to sunset, and 75% CMV profile recognition rate by law enforcement personnel, sunset to sunrise.
 - e. Nighttime camera and IR performance under continuous traffic conditions.
 - f. System recovery (CVM controller/loop detector) under stop and go traffic conditions.
 - g. Quality of images multicast to user laptops and/or PCs.

- h. Stability of application using all browsers and operating systems mentioned in Section 2.5.1, WIM Thin Client.
- i. System monitoring status and diagnostic capabilities using remote access tools (PC Anywhere) and remote reboot (example: iBoot) capabilities for hung applications and/or hardware.
- j. Verification of all reporting, data collection, and archival functions including backups.
- k. Verification of successful data transfers of vehicle images and all pertinent data, violation and alarm records associated with each image, between the remote VWS application and RITIS in real-time.

The Offeror shall submit detailed test procedures to SHA for approval prior to any testing being performed and witnessed. TO Contractor shall provide step-by-step procedures for site component and system installation and operation. The procedures shall be provided to SHA at least three weeks prior to the start of equipment and system testing for each site.

- 8. The TO Contractor shall plan for and support three week acceptance testing period. Following the on-line demonstration testing, a three week production testing and acceptance period shall be observed. During this test the VWS system at each site shall operate normally, 24 hours a day, 7 days a week. SHA and law enforcement personnel shall operate the system during this period. During this production testing period, the system, as well as all of its individual components shall operate with the specified level of functionality and reliability and shall operate to the satisfaction of SHA without unresolved, intermittent or sporadic (unplanned) failures. If the system fails to function properly for a period of three weeks, the three week acceptance period shall be repeated until the system is capable of performing uninterrupted.
- 9. The TO Contractor shall provide a final acceptance test report for signature approvals to SHA at the end of the three week acceptance testing period. This report shall list all the tests performed, all the deliverables provided and approved, all hardware delivered (equipment list), all software delivered (source and object code and any/all COTS software licenses), user manuals, training manuals, and warranty delivery to SHA for the VWS site under test.

2.5.3.5 Post Installation Procedures, Manuals, Documentation, And Training:

- 1. After installation or modification, the TO Contractor shall ensure that the site is clean and free of any debris, trash, metal and other shavings, grease marks and any water logging. Each site will need to be restored to its original condition using, but not limited to, seeding, mulching, and removal of Erosion and Sedimentation control devices.
- 2. The TO Contractor shall be responsible for installing, correcting, and updating any required software, databases and/or hardware provided by the TO Contractor. The TO Contractor shall work closely with SHA and other users to determine the scope and extent of any correctional work required to ensure complete and seamless integration in the provided system.
- 3. The TO Contractor shall provide manuals and documentation for VWS and its components. Manufacturer’s standard datasheets and/or manuals shall be acceptable subject to SHA approval. Each manual shall contain specific identification of product by model and part number. Documentation and warranty information shall be provided for all system software, utilities, databases, licenses, and other packages used to develop, debug and load software. Maintenance and repair manuals shall provide sufficient information, including schematics, site specific layouts and modifications, test processes and procedures, cabling diagrams and parts lists to permit quick and efficient maintenance and repair by qualified personnel.
- 4. The TO Contractor shall provide a training manual to SHA personnel and law enforcement in all aspects of operation and maintenance of the system provided. Both printed and electronic (PDF) copies of the manual shall be made available for each site. After QA testing is

completed at each site, training shall be provided by the TO Contractor to law enforcement personnel at each site during the pre-production phase for productive use of the site and application at a mutually acceptable date.

5. If any spare parts and/or equipment are recommended for on-site storage for quick replacement of broken or malfunctioning equipment after the warranty period is complete, the TO Contractor shall provide a list of such parts with a complete cross reference, supplier source, and part unit price. In accordance with the CATS + Master Contract Section 2.2.1.1, no markup is allowed on these prices. The availability of replacement parts shall be guaranteed for a period of five (5) years from the time of VWS acceptance of each site. A written statement confirming this required availability shall be provided no later than thirty (30) days after system acceptance of each VWS site.

2.5.3.6 Warranty:

1. The rights and remedies of SHA under this provision are not intended to be exclusive and shall not preclude the exercise of any other rights or remedies provided for in this SOW, and subsequent contract, or by law or otherwise.
2. The TO Contractor shall warrant that all goods supplied, systems, equipment, designs, and work covered by this SOW and subsequent contract shall be satisfactory for its intended purpose, shall conform to and perform as called for in the Contract requirements specifications and shall be free from all defects and faulty materials and workmanship for a period of one (1) year after the date final acceptance of each VWS site. Any goods supplied, systems, equipment, designs, or work found to be defective within the time specified below shall be repaired, remedied, or replaced, hereinafter called “corrective work”, by the Contractor, free of all charges including transportation.
3. The warranty period for all TO Contractor-provided goods supplied, systems, and equipment except spare parts, shall extend to twelve (12) months after Final Acceptance.
4. The TO Contractor shall provide a copy of the warranty(s) with the response to this SOW, and provide the formal signed warranty(s) at least thirty (30) days prior to Final Acceptance.
5. Notification and Corrective work - Except as specified below, SHA will give the TO Contractor a written notice of observed defects or failures with reasonable promptness. Unless otherwise directed in said notice, the TO Contractor shall commence corrective work at the time specified by SHA. SHA shall have the right, when practical and feasible, in its opinion, to the continued use of any such goods supplied, systems, equipment, and work deemed defective or unsatisfactory, until such can be taken out of service for performance of corrective work by the Contractor.
6. In the event that a defect or failure, in the opinion of SHA, constitutes an emergency, which will jeopardize or impair service operation, then SHA will provide the TO Contractor both verbal and written notice thereof and the TO Contractor shall commence “corrective work” within twenty-four (24) hours after receipt of such verbal or written notice. Nothing herein shall be construed as preventing SHA personnel from immediately commencing corrective work, with labor cost at the expense of SHA, provided all such corrective work is performed in accordance with the Operation and Maintenance manuals furnished by the Contractor. The TO Contractor shall reimburse SHA or make replacement (at the option of SHA) for any spare parts or materials required by SHA to perform any corrective work with which it shall proceed. Such corrective work by SHA shall not be construed to invalidate the warranty provided by the TO Contractor and other provision herein contained in this Section.
7. Replacement parts and repairs provided, pursuant to corrective work hereunder, shall be subject to prior approval by SHA and shall be tendered and performed in the same manner and extent as items originally delivered in accordance with this SOW.

8. In the event the TO Contractor is unable, or fails within the time prescribed to commence and diligently pursue and complete the corrective work, SHA is, at the option of SHA and upon written notice to the Contractor, by this provision authorized by the TO Contractor to contract with another or use its own personnel and facilities for the performance of the warranty work.
9. After the first date of placing the VWS system at each site into operation, and until the expiration of the warranty period for that site, maintenance and support for all equipment shall be available from the TO Contractor, on sites mentioned in Section 2.5.4, Service level Agreement.
10. TO Contractor shall provide maintenance and support for each VWS system, on an annual basis commencing upon the date of expiration of the first year of warranty, for each VWS installation. Maintenance support shall be provided, on site, within three (3) business days of notification and on any of five (5) weekly working days. Annual maintenance shall include; but is not limited to, a six-monthly calibration of each VWS site, specifically the WIM sensor, using certified weight trucks, and any preventative maintenance, such as re-grouting and/or sealing the WIM sensor and/or loop detectors with manufacturer specified epoxy and/or loop sealant, cleaning the camera enclosures and glass facing components, cleaning the IR illuminators, cleaning the WIM cabinets and replacing the air filters, updating any site system software, application software, databases, operating system software and/or patches, and repair and/or replacement of any equipment except the loop detectors and WIM sensors, including any MOT required. A calibration and maintenance report shall be provided for each VWS site after each incidence of planned or unplanned service and/or maintenance. This maintenance work will be initiated by executing a Work Order (See Section 2.16) for the maintenance and support of all or some of the equipment provided, following the expiration of the first year of warranty until the end of the Task Order performance period. Should SHA elect to award the two option years, Work Orders may be issued to further cover this maintenance support for those years.
11. TO Contractor shall provide maintenance and support for seven existing VWS systems listed in Appendix 5 (separate attachment), until the end of the Task Order performance period. Provided that SHA elects to award the two (2) option years, SHA shall have the option of entering into one or more Work Orders for the maintenance and support of all or some of the VWS sites during these years of the contract. Maintenance support shall be provided, on site, within three (3) business days of notification and on any of five (5) weekly working days. Annual maintenance shall include; but is not limited to, a six-monthly calibration of each VWS site, specifically the WIM sensor, using certified weight trucks, and any preventative maintenance, such as re-grouting and/or sealing the WIM sensor and/or loop detectors with manufacturer specified epoxy and/or loop sealant, cleaning the camera enclosures and glass facing components, cleaning the IR illuminators, cleaning the WIM cabinets and replacing the air filters, updating any site system software, application software, databases, operating system software and/or patches, and repair and/or replacement of any equipment except the loop detectors and WIM sensors, including any MOT required. A calibration and maintenance report shall be provided for each VWS site after each incidence of planned or unplanned service and/or maintenance.
12. As an option at SHA's request, TO Contractor may be requested to provide and install a dual Kistler WIM sensor set and loop detector at each location (single lane cost only), including an estimate for maintenance of traffic. This option is required to provide proactive sensor and loop replacement when routine site maintenance and support inspections listed above identify an imminent failure or significant degradation of the WIM sensor and loop combination at each site. SHA shall have the option of requesting a sensor and loop replacement option for one or more sites to guarantee system preservation of the statewide VWS infrastructure. Determination of imminent sensor and/or loop failure and repair or replacement shall be done jointly between SHA and the TO Contractor, after the TO Contractor has performed the

necessary inspections. This option shall be activated by the Work Order process as described in Section 2.16.

13. On an optional basis, TO Contractor shall provide additional maintenance services to support the VWS system. These services shall be provided on a T&M basis using the Work Order process defined in Section 2.16. based on labor rates provided in the cost proposal to this TORFP.

2.5.3.7 Software License Requirements:

1. The TO Contractor shall issue to SHA a non-transferable, non-exclusive license to use the supplied software and training materials on a restricted rights basis. A copy of this Software License shall be furnished together with the response to this SOW. It is understood that this Software License shall apply to executable code only, and that the source code for Software shall not be provided except as by the following paragraph.
2. Software escrow. In the response to this SOW, agree to deposit application software source code, written by the Contractor, in a third party escrow account. This action will enable SHA to continue basic operation and maintenance of such software in the event that the TO Contractor fails to continue support for the software and does not provide for such support by a third party. In such event, SHA agrees to maintain the confidentiality of the source code. The TO Contractor shall maintain the installed and accepted version of the software and any installed updates and upgrades obtained by SHA, and refresh the software in escrow every six (6) months until the warranty is in force for each installed VWS site. This term shall be extended appropriately if SHA enters into an annual maintenance agreement with the TO Contractor beyond the first year of warranty.
3. Any open source software utilized for system and application development shall be identified and provided by the TO Contractor to SHA, to ensure future system compatibility.

2.5.4 SERVICE LEVEL AGREEMENT

The following Service Level is applicable to all maintenance work performed under this Task Order including system performance, commencing on the date each VWS system is accepted and put into production. The TO Contractor shall be managing and maintaining each VWS system and its associated application services, including preventative maintenance and re-calibration of the system and the WIM sensor twice during this year of performance (6 months and 12 months). The SLA defines problem response requirements for the TO Contractor. The SLA includes categories for problem severity and expected response times.

The following types of issues are considered “High”:

1. Loss of remote communication with VWS, including remote access communication with the cell router and/or diagnostics at each location. This shall include power failure at the VWS site.
2. Loss of vehicle classification, loss of axle weight readings, and loss of actual WIM weights.
3. Loss of camera images associated with detected and/or weighed vehicles (day or night)
4. Complete hard disk failure, resulting in application corruption and no VWS activity. In such cases, vendor needs to demonstrate enough spare parts (i.e. hard or solid state disks) at hand such that quick replacement, re-population of applications and associated data, and site operation is guaranteed within the required onsite resolution timeframe.

All other types of issues are considered to be “Normal”.

Service Levels	Phone Response	On-Site Resolution	Response Availability	Comments
----------------	----------------	--------------------	-----------------------	----------

Service Levels	Phone Response	On-Site Resolution	Response Availability	Comments
High	4 hours	2 business days	5 days/week, Mon-Fri, 8AM – 6PM	
Normal	1 business day	5 business days	5 days/week, Mon-Fri, 8AM – 6PM	

2.5.5 BACKUP / DISASTER RECOVERY

The TO Contractor shall perform backups of the operating system, web, application, and database server and all data on a nightly basis to a redundant hot swappable disk located inside the WIM cabinet. The TO Contractor shall be required to perform a quick field replacement should the primary disk fail. All vehicle class, weight, volume and violation data shall be maintained on site for a full year. Vehicle images shall be maintained on site for three (3) months.

2.5.6 HARDWARE, SOFTWARE, AND MATERIALS

All equipment, materials, labor, construction, construction plans, test plans, as-built plans and detailed inventory lists, sensor and system calibration, acceptance testing, production testing, and SLA including entire system maintenance for the first year after production acceptance are the responsibility of the selected TO Contractor. The only exception for procurement is the - annual broadband subscription service, which will be borne separately by the SHA. Hardware and software costs procured as part of the TORFP cannot exceed 49 percent of the total TO value. All hardware and software procurements shall comply with CATS+ Master Contract Section 2.2.1 Hardware (Equipment), Software and Data.

2.6 DELIVERABLES

2.6.1 DELIVERABLE SUBMISSION PROCESS

For each written deliverable, draft and final, the TO Contractor shall submit to the TO Manager three hard copies and one electronic copy compatible with Microsoft Office 2007, Microsoft Project 2007 and/or Visio. All construction plans, environmental plans, grounding plans, directional bore plans, material submittals, maintenance of traffic, and other deliverables shall be provided electronically and in hard copy per the quantities listed above using Microstation or Autocad, and in converted electronic PDF formats.

Draft copies of all final deliverables for PDR and CDR are required at least two (2) weeks in advance of when all final deliverables are due. Written deliverables defined as draft documents shall 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.

Upon completion of a deliverable, the TO Contractor shall document each deliverable in final form to the TO Manager for acceptance. The TO Contractor shall memorialize such delivery in an Agency Receipt of

Deliverable Form (Attachment 8). The TO Manager shall countersign the Agency Receipt of Deliverable Form indicating receipt of the contents described therein.

Upon receipt of a final deliverable, the TO Manager shall commence a review of the deliverable as required to validate the completeness and quality in meeting requirements. Upon completion of validation, the TO Manager shall issue to the TO Contractor notice of acceptance or rejection of the deliverables in an Agency Acceptance of Deliverable Form (Attachment 9). In the event of rejection, the TO Contractor shall correct the identified deficiencies or non-conformities. Subsequent project tasks may not continue until deficiencies with a deliverable are rectified and accepted by the TO Manager or the TO Manager has specifically issued, in writing, a waiver for conditional continuance of project tasks. Once the State’s issues have been addressed and resolutions are accepted by the TO Manager, the TO Contractor will incorporate the resolutions into the deliverable and resubmit the deliverable for acceptance. Accepted deliverables shall be invoiced within 30 days in the applicable invoice format (Reference 2.12 Invoicing).

A written deliverable defined as a final document shall 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 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.

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

2.6.2 DELIVERABLE DESCRIPTIONS / ACCEPTANCE CRITERIA AND MILESTONES

Sixty (60) days after Notice To Proceed (NTP), the TO Contractor shall submit a Preliminary Design Review (PDR) document for reviews and approvals by SHA. One hundred and twenty (120) days after NTP and after receipt of the written or electronic approval (whichever occurs earlier) by the SHA of the PDR, the TO Contractor shall submit a Critical Design Review (CDR) document for approval by the SHA. This CDR shall contain all the final plans, data sheets, and any and all documentation required to proceed with construction and installation of each site under consideration. If SHA deems necessary, the TO Contractor shall arrange for and coordinate a visit, accompanied by SHA, to existing or new sites to review actual performance of an existing system or to discuss any performance and operational considerations for a new system. Procurement of any system component as selected by the TO Contractor shall not proceed until the SHA has formally reviewed and approved the CDR document.

The sources of any expert, custom, or Commercial-Off-The-Shelf (COTS) software and hardware that will be used in the system should be clearly identified in the Statement of Work (SOW) together with any limitations or extra costs involved in later expansion or modification. If any 3rd party license agreements are required or executed, they should be clearly stated. If SHA deems necessary, arrange and accompany SHA to an existing operational system selected by the TO Contractor, or provide remote access to review and demonstrate performance of an actual working system.

SHA will provide a separate NTP for each site build-out. No more than two sites will be in the construction phase at any one time. The start date of contract performance shall be within two (2) weeks of NTP, unless otherwise specifically agreed to by SHA. The following target schedule is proposed for the site construction process.

Proposed Project Time Schedule and Target Dates (for each VWS site)		
Milestone	Item description	Target Date (milestone)

-	Issuance of NTP	NTP + 0 days
1.1	Preliminary Design Review (PDR)	NTP + 60 days
1.2	Critical Design Review	NTP + 120 days and after receipt of the written or electronic approval by the SHA of the PDR
1.3	CDR comments and review/acceptance	NTP + 150 days
2.1	Start of Construction	NTP + 160 days
3.1	Equipment/subsystem turn on and testing, SHA inspections	NTP + 210 days
3.2	WIM and other calibration	NTP + 220 days
4.1	QA/acceptance testing (consecutive one month period of satisfactory performance without service interruptions)	NTP + 250 days
4.2	Officer training, Pre-production testing	NTP + 280 days
5.1	Tuning, remediation, site customization as required	NTP + 310 days
5.2	User manuals, 'as built' plans, inventory, warranty deliverables	NTP + 320 days
6.1	SHA site acceptance	NTP + 350 days
6.2	Site one year Warranty commencement	NTP + 365 days

The required deliverable descriptions and details for each VWS site are indicated below. Inadvertent omission of data by SHA from the table shall neither eliminate the requirement nor cause an extension of time for performance. Submittal items and dates, including any additions, modifications, or deviations from the deliverables outlined below shall be incorporated in the TO Contractor's schedule in response to this TORFP.

ID #	Deliverable Name/Milestone	Deliverable details/Acceptance Criteria
2.6.2.1	Project Management Reports and Status Meeting (weekly)	Acceptance criteria requires the following elements to be provided: <ol style="list-style-type: none"> 1. Status report containing tasks completed in the prior week, tasks expected to complete in current week, Any tasks that are behind schedule and all active issues with status and mitigation plan 2. Updated project schedule in a GANTT chart format. 3. Updated Risk Register 4. Participation with Contract Manager or his designee to discuss the above deliverables.
2.6.2.2	Preliminary Design Review (PDR)	TO Contractor shall submit a PDR document for reviews and approvals by SHA. Acceptance criteria requires the following elements to be provided: Preliminary Design Plans, site specific layouts (including environmental), site electrical plans and schematics, MOT plans, material, equipment, software, and other datasheets and catalog cuts, preliminary test plans, cellular air card procurement submission to SHA downtown
2.6.2.3	Critical Design Review (CDR)	TO Contractor shall submit a CDR document for approval by the SHA. This CDR shall contain all the final plans, data sheets, and any and all documentation required to proceed with construction and installation of each site under consideration. If SHA deems necessary, the TO Contractor shall arrange for and coordinate a visit, accompanied by SHA, to existing or new sites to review actual performance of an existing system or to discuss any performance and operational considerations for a new system. Procurement of any system component as selected by the TO Contractor shall not proceed until the SHA has formally reviewed and approved the CDR

		document. Acceptance criteria requires the following elements to be provided: Final Design Plans, site specific layouts (including environmental, grounding, directional bore), site electrical plans and schematics, MOT plans, material, equipment, software, and other datasheets and catalog cuts, final test plans,
2.6.2.4	Start of Construction	Acceptance criteria requires the following elements to be provided: <ul style="list-style-type: none"> • Any SHA required plan revisions • final MOT plans and permits
2.6.2.5	Start of equipment installation	The sources of any expert, custom, or COTS software and hardware that will be used in the system shall be clearly identified in the SOW together with any limitations or extra costs involved in later expansion or modification. If any 3 rd party license agreements are required or executed, they shall be clearly stated. Acceptance criteria requires the following elements to be provided: Any equipment and software/license revision submissions
2.6.2.6	Equipment/subsystem turn on and testing	Acceptance criteria requires the following elements to be provided: <ul style="list-style-type: none"> • Any component and system test plan revisions, • WIM calibration test plan, • user training manual • Completed inspection by SHA inspector - Payment milestone 1
2.6.2.7	WIM and other calibration	Acceptance criteria requires the following elements to be provided: <ul style="list-style-type: none"> • Final WIM calibration test plan
2.6.2.8	QA/Acceptance testing	Acceptance criteria requires the following elements to be provided: <ul style="list-style-type: none"> • SHA inspection results and remediation, including site restoral to original condition, seeding, mulching, and cleanup as required in 2.5.3.5, Item 1 • Maintenance and administration manual • Validation and verification of real time VWS data feed integration into RITIS Payment Milestone 2
2.6.2.9	Officer training + Pre-production testing, on-line demonstration tests, data archival tests	Acceptance criteria requires the following elements to be provided: <ul style="list-style-type: none"> • Final user training manual, • ‘as built’ plans, • inventory list, • warranty deliverables
2.6.2.10	Three week production testing, SHA site acceptance	Acceptance criteria requires the following elements to be provided: <ul style="list-style-type: none"> • Final ‘as built’ plans and submissions, • final inventory list – Payment milestone 3
2.6.2.11	One (1) year warranty completion	Payment milestone 4
2.6.2.12	Calibration and Maintenance Report	Acceptance criteria: <ul style="list-style-type: none"> • Report required after each scheduled or unscheduled instance of maintenance of a VWS site.

2.7 REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES

The TO Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting information technology projects, which may be created or changed periodically. The TO Contractor shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards and CATS+ Virtual Weigh Station (VWS) Project Phase II

guidelines affecting project execution. The following policies, guidelines and methodologies can be found at <http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx> under “Policies and Guidance.” These may include, but are not limited to

- The State Information Technology Security Policy and Standards
- The State Information Technology Project Oversight Policies
- The State of Maryland Enterprise Architecture
- The TO Contractor shall follow the project management methodologies that are consistent with the Project Management Institute’s Project Management Body of Knowledge Guide.
- TO Contractor’s staff and subcontractors are to follow a consistent methodology for all TO activities.
- The State of Maryland Information Technology Non-Visual Access Standards

2.8 OFFEROR PERSONNEL MINIMUM QUALIFICATION

The TO Contractor’s Project Manager is designated a key personnel, and shall meet the following minimum qualifications:

1. Meets the minimum requirements for the Project Manager labor category in the CATS+ RFP.
2. Has a BS in an engineering discipline.
3. Is certified as a Professional Engineer (PE)
4. Has at least three (3) years of experience in designing and building ITS systems
5. Has at least three (3) years of experience working as a Civil Engineer.

2.9 OFFEROR MINIMUM COMPANY QUALIFICATIONS

The following minimum qualifications are mandatory for the Offeror to be deemed susceptible to award of this TORFP.

- Specific experience in the design and implementation of similar ITS projects within the US transportation community, for the past three (3) years. References shall be provided for at least three (3) projects completed successfully of which two (2) of the projects shall have been completed within the last two (2) years.
- Specific knowledge and experience in large scale deployment of Scale systems, including weigh-in-motion systems utilizing Kistler sensors specifically as they relate to electronic pre-screening systems such as the VWS, for the past three (3) years. References shall be provided for at least three (3) projects completed successfully of which two (2) of the projects shall have been completed within the last two (2) years.
- Possess experience and expertise as demonstrated by certification, for installing Kistler Lineas QWIM sensors. References shall be provided for at least three (3) projects completed successfully of which two (2) of the projects shall have been completed within the last two (2) years.

Note: References may apply to more than one minimum qualification category.

2.10 OTHER COMPANY QUALIFICATIONS

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

2.11 RETAINAGE

SHA will elect to withhold up to ten (10) percent of the total TO value (for each VWS site delivered) until acceptance of all deliverables under the TO per VWS system. This retainage is payment milestone 3. This provision is to ensure the TO Contractor completes all work within the TO deliverable schedule.

Retainage is not applicable to Work Orders not related to VWS site construction and delivery.

2.12 INVOICING

Payment will only be made upon completion and SHA acceptance of all the deliverables defined in Section 2.6 for each VWS site. Payment will be made in phased installments for each delivered, tested, and accepted VWS site as follows (see Section 2.6.2, Deliverables Table):

50% - Construction completion, including mobilization – Payment milestone 1

30% - QA/Acceptance testing – Payment milestone 2

10% - Three week production testing/SHA Site acceptance – Payment milestone 3 – Retainage amount.

10% - Year 1 warranty completion – Payment milestone 4

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS+ Master Contract. A proper invoice for payment shall contain the TO Contractor's Federal Tax Identification Number, as well as the information described below, and shall be submitted to the TO Manager for payment approval. Payment of invoices will be withheld if a signed Acceptance of Deliverable form – Attachment 9, is not submitted.

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

2.12.1 INVOICE SUBMISSION PROCEDURE

This procedure consists of the following requirements and steps:

- A. The invoice shall identify the SHA, Motor Carrier Division as the TO Requesting Agency, deliverable description, associated TO Agreement number, date of invoice, period of performance covered by the invoice, and a TO Contractor point of contact with telephone number.

The TO Contractor shall send the original of each invoice and supporting documentation (itemized billing reference for employees and any subcontractor and signed Acceptance of Deliverable form – Attachment 9, for each deliverable being invoiced) submitted for payment to SHA at the following address: Dave Czorapinski, Division Chief, Motor Carrier Division, 7491 Connelley Drive, Hanover, MD 21076.

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.

2.13 MBE PARTICIPATION REPORTS

Monthly reporting of MBE participation is required in accordance with the terms and conditions of the CATS+ Master Contract by the 10th day of each month. The TO Contractor shall provide a completed MBE Participation form to SHA TEDD - SET at the same time the invoice copy is sent. The TO Contractor shall ensure that each MBE Subcontractor provides a completed MBE Participation Form. Subcontractor reporting shall be sent directly from the subcontractor to SHA TEDD - SET. SHA TEDD - SET will monitor both the TO Contractor's efforts to achieve the MBE participation goal and compliance with reporting requirements. The TO Contractor shall email all

completed forms, copies of invoices and checks paid to the MBE directly to the TO Procurement Officer and TO Manager.

2.14 PREMISES AND OPERATIONAL SECURITY

1. Contractor employees and subcontractors to be assigned to perform work under the resulting Contract shall be required to submit background check certification to MDOT from recognized Law Enforcement Agencies, including the FBI. This certification is due no later than 30 days from NTP (see attachment 7). Contractor shall be responsible for ensuring that its employees' and subcontractors' background check certifications are renewed annually, and at the sole expense of the Contractor. MDOT reserves the right to disqualify any Contractor employees or subcontractors whose background checks suggest conduct, involvements, and/or associations that MDOT determines, in its sole discretion, may be inconsistent with the performance and/or security requirements set forth in this RFP. MDOT reserves the right to perform additional background checks on Contractor and subcontractor employees.
2. Contractor employees may be subject to random security checks during entry and leaving State secured areas. The State reserves the right to require Contractor employees to be accompanied while in secured premises.
3. Contractor employees shall, while on State premises, display their State issued identification cards without exception.
4. Contractor shall require its employees to follow the State of Maryland and Maryland Transportation Information Technology Security Policy and Standards throughout the term of the Contract.
5. The State reserves the right to request that the Contractor submit proof of employment authorization of non-United States Citizens, prior to commencement of work under the resulting Contract.
6. Contractor shall remove any employee from working on the resulting Contract where the State of Maryland provides evidence to the Contractor that said employee has not adhered to the security requirements specified herein.

The cost of complying with all security requirements specified herein is the sole responsibility and obligation of the contractor and its subcontractors. No such costs shall be passed through to or reimbursed by the State or any of its agencies or business units.

2.15 SUBSTITUTION AND REPLACEMENT OF PERSONNEL

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

After award, the TO Contractor shall submit requests to the TO Manager and MDOT CMO. MDOT CMO and the TO Manager will perform a concurrent review of the request as follows:

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

2.16 WORK ORDER PROCESS

The TO Manager shall submit Work Orders for any optional work required under sections 2.5. A work order shall be submitted for either FP or T&M work on an “as needed” basis. The work order process is as follows:

1. Services shall be provided via a Work Order process using the pre-approved fully-loaded labor rates applicable to the appropriate labor categories or for optional FP work as described in Section 2.5 and priced out in TO Contractor’s price proposal for the Task Order.
2. The TO Manager shall e-mail a Work Order request (see Attachment 16) to the TO Contractor to provide services. The request may include:
 - a. Technical requirements and description of the services needed;
 - b. Performance objectives and/or deliverables, as may be applicable;
 - c. Due date and time for submitting a response to the request;
 - d. Performance testing period;
 - e. Other specific information as requested from the TO Contractor.
3. The TO Contractor shall e-mail a response to the TO Manager within the specified time and include at a minimum:
 - a. A response that details the TO Contractor’s understanding of the work;
 - b. A description of proposed resources required to perform the requested tasks, with TORFP labor category listed. An explanation how tasks shall be completed. This description shall include proposed subcontractors and related tasks.
 - c. If materials or other non-labor related expenditures are required for the Work Order the following apply:
 - i) Provide a Bill of Materials (BOM) or other supporting documentation reflecting the contractor’s expected costs. A mark up or handling fee is not allowed on the purchase of the materials or other non-labor related expenditures as per CATS+ Master Contract.
 - ii) DoIT reserves the right to purchase materials separately if it is in the best interests of the State to do so.
 - d. Identification of those activities or phases that can be completed independently or simultaneously versus those that shall be completed before another activity or phase can commence.
 - e. The proposed personnel resources, including those of subcontractors, and estimated hours to complete the task.
4. The TO Manager will review the response and will either approve the work and provide a Notice to Proceed (NTP), or contact the TO Contractor to obtain additional information, clarification or revision to the Work Order. If satisfied, the TO Manager will then provide the NTP.
5. If necessary, to provide sufficient funds for the work, the Procurement Officer shall issue a Change Order to the Task Order to increase the funding level on the Task Order.
6. Proposed personnel shall be approved by the TO Manager. The TO Contractor shall furnish resumes of the proposed personnel specifying their intended approved labor category. The TO Manager shall have the option to interview the proposed personnel. After the interview, the TO Manager shall notify the TO Contractor of acceptance or denial of the proposed personnel.

If, as determined by the TO Manager, work must be initiated more quickly than by this method, the TO Manager will contact the TO Contractor by any method and request services within the time frames established by the SLA

for normal or emergency maintenance. In the event that it is necessary to initiate work using this process, a Work Order will be issued by the TO Manager as soon as possible to document the work accomplished.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

SECTION 3 - TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1 REQUIRED RESPONSE

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

3.2 FORMAT

If a Master Contractor elects to submit a TO Proposal, the Master Contractor shall do so in conformance with the requirements of this CATS+ TORFP. If not points shall be deducted. A TO Proposal shall contain the following sections in order:

3.2.1 TECHNICAL PROPOSAL

B. Proposed Services

1. Executive Summary: A high level overview of the Master Contractor's understanding of the background, purpose, and objectives of the TORFP. The Executive Summary shall summarize the Master Contractor's capabilities and experience, and summarize the proposed methodology and solution for achieving the objectives of the TORFP.
2. Proposed Solution: A detailed technical and functional narrative of the Master Contractor's proposed methodology and solution for completing the requirements and deliverables in Section 2 - Scope of Work. This section shall include a comprehensive schedule of tasks and estimated time frames for completing all requirements and deliverables, including any tasks to be performed by State or third party personnel.
3. Provide a solution to provide an integrated remote performance monitoring, diagnostics and camera control as required by Section 2.5.1.9.7.
4. 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 as appropriate, 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.
5. Draft Project or Work Schedule: A Gantt or similar chart provided in Microsoft Project 2007 or later embedded in the technical proposal document 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 as appropriate.
6. 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 shall be approved through a formal configuration or change management process.

7. 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.
8. Proposed Tools: A description of any tools, for example hardware and/or software applications that will be used to facilitate the work.

C. Minimum Company Qualifications

Using the table below, demonstrate that offeror meets the minimum company qualifications described in Section 2.9.

Minimum Company Qualification	Evidence of Compliance
Specific experience in the design and implementation of similar ITS projects within the US transportation community, for the past three (3) years. References shall be provided for at least three (3) projects completed successfully of which two (2) of the projects shall have been completed within the last two (2) years.	Insert evidence of compliance. Provide Project Name, Client Name, current contact person with telephone number and/or email address for each project.
Specific knowledge and experience in large scale deployment of Scale systems, including weigh-in-motion systems utilizing Kistler sensors specifically as they relate to electronic pre-screening systems such as the VWS, for the past three (3) years. References shall be provided for at least three (3) projects completed successfully of which two (2) of the projects shall have been completed within the last two (2) years.	Insert evidence of compliance. Provide Project Name, Client Name, current contact person with telephone number and/or email address for each project.
Possess experience and expertise as demonstrated by certification, for installing Kistler Lineas QWIM sensors. References shall be provided for at least three (3) projects completed successfully of which two (2) of the projects shall have been completed within the last two (2) years.	Insert evidence of compliance. Provide Project Name, Client Name, current contact person with telephone number and/or email address for each project.

Note: References may apply to more than one minimum qualification category.

D. Proposed Personnel and TORFP Staffing Plan.

1. Identify and provide one (1) Attachment 5 – Labor Category Personnel Resume Summary for each key personnel; in this case, the Project Manager. The Attachment 5 – Labor Category Personnel Resume Summary should feature prominently the proposed personnel’s skills and experience as they relate to the Minimum Personnel Qualifications found in Section 2.8, the Master Contractor’s proposed solution and Section 2 – Scope of Work.

Provide the names and titles of the Master Contractor’s management staff who will ensure supervise the personnel and quality of services required under this TO Agreement.

Provide a Staffing Management Plan that demonstrates how the Offeror will provide resources in addition to the personnel requested in this TORFP in response to Work Orders issued under this TO, and how the TO Contractor Personnel shall be managed. Include:

- i. Planned team composition by role
- ii. Process and proposed lead time for locating and bringing on board resources that meet TO needs

- iii. Supporting descriptions for all labor categories proposed in response to this TORFP
- iv. Description of approach for quickly substituting qualified personnel after start of TO

E. MBE Participation

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

F. Subcontractors

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

G. Master Contractor and Subcontractor Experience and Capabilities

1. Provide three examples of projects or contracts the Master Contractor has completed that were similar to Section 2 - Scope of Work. Project examples used above for minimum qualifications can be used in this section as well. Each example shall include contact information for the client organization complete with the following:
 - a. Name of organization.
 - b. Point of contact name, title, and telephone number
 - c. Services provided as they relate to Section 2 - Scope of Work.
 - d. Start and end dates for each example project or contract (mm/yy to mm/yy). If the Master Contractor is no longer providing the services, explain why not.
2. For each Subcontractor, provide one (1) example of a project or contract the Subcontractor has completed that was similar to Section 2 - Scope of Work. Each example shall include contact information for the client organization complete with the following:
 - a. Name of organization.
 - b. Point of contact name, title, and telephone number
 - c. Services provided as they relate to Section 2 - Scope of Work.
 - d. Start and end dates for each example project or contract (mm/yy to mm/yy). If the Master Contractor is no longer providing the services, explain why not.
3. State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any entity of the State of Maryland. For each identified contract, the Master Contractor shall provide:
 - a. Name of organization.
 - b. Point of contact name, title, and telephone number
 - c. Services provided as they relate to Section 2 - Scope of Work.
 - d. Start and end dates for each example project or contract (mm/yy to mm/yy). If the Master Contractor is no longer providing the services, explain why not.
 - e. Dollar value of the contract.
 - f. Whether the contract was terminated before the original expiration date.
 - g. Whether any renewal options were not exercised.

Note - State of Maryland experience can be included as part of Sections G1 and G2 above as project or contract experience. State of Maryland experience is neither required nor given more weight in proposal evaluations.

H. Proposed Facility

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

I. State Assistance

Provide an estimate of expectation concerning participation by State personnel.

J. Confidentiality

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

3.2.2 FINANCIAL RESPONSE

Attachment 1 to this TORFP is an Excel file containing several worksheets which constitute the financial proposal for this TORFP. Offerors shall provide:

1. A description of any assumptions on which the Master Contractor's Financial Proposal is based (Assumptions shall not constitute conditions, contingencies, or exceptions to the price proposal);
2. Financial Proposal Attachment 1 - Completed Financial Proposal in signed PDF format with all worksheets fully completed.
3. Financial Proposal. Attachment 2: Electronic copy of Financial Proposal in Excel Format.
4. Proposed rates are not to exceed the rates defined in the Master Contract. Pricing shall be valid for 120 days.
5. To be responsive to this TORFP, the Price Proposal (Attachment 1) shall provide fully loaded labor rates for all labor categories.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

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 TO Requesting Agency will consider all information submitted in accordance with Section 3.

4.2 TECHNICAL PROPOSAL EVALUATION CRITERIA

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

1. The overall understanding of the work required under this TORFP.
2. The competence and clarity of the proposed technical solutions.
3. Experience and qualifications of the Project Manager
4. The proposed TO Contractor's and other subcontractor's experience working with the State of Maryland, relevant understanding and knowledge of Maryland's book of standards, environmental laws and regulations, and other regulations as they apply to this TORFP
5. Satisfactory past performance on engagements provided as reference accounts in the Offeror's Technical Proposal, with specific reference to ITS, electronic pre-screening, and WIM experience, especially Kistler Lineas installation, calibration, and ongoing maintenance.
6. The efficiency and effectiveness of the overall project management strategy.

4.3 SELECTION PROCEDURES

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 3.2.1 TO Technical Proposal.

1. 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.
2. Qualified TO Financial Proposal responses will be reviewed and ranked from lowest to highest price proposed.
3. 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.
4. 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), a Purchase Order, and by a Notice to Proceed authorized by the TO Manager. See Attachment 7 - Notice to Proceed (sample).

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

ATTACHMENT 1 – PRICE PROPOSAL

CATS+ TORFP – J02B4400004

UPDATED - SUMMARY PRICE SHEET

- 1. Use the attached Excel workbook to provide Price Proposal.**
- 2. Provide BOTH a signed PDF file as well as an Excel file with your Financial Proposal.**

ATTACHMENT 2 – MDOT MBE FORM D-1

STATE-FUNDED CONTRACTS

CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT

PAGE 1 OF 2

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

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

1. MBE Participation (PLEASE CHECK ONLY ONE)

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

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

OR

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

2. Additional MBE Documentation

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

- (a) Outreach Efforts Compliance Statement (MDOT MBE Form D-3 - State-Funded Contracts);
- (b) Subcontractor Project Participation Statement (MDOT MBE Form D-2 - State-Funded Contracts);
- (c) MBE Waiver Request documentation per COMAR 21.11.03.11 (if waiver was requested); and
- (d) Any other documentation required by the Procurement Officer to ascertain bidder's responsibility/ offeror's susceptibility of being selected for award in connection with the certified MBE participation goal and subgoals, if any.

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

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

3. Information Provided to MBE firms

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

4. Products and Services Provided by MBE firms

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

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

Company Name

Signature of Representative

Address

Printed Name and Title

City, State and Zip Code

Date

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

PART 1 – INSTRUCTIONS FOR MBE PARTICIPATION SCHEDULE

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

PAGE 1 OF 3

*** STOP ***

FORM INSTRUCTIONS

PLEASE READ BEFORE COMPLETING THIS FORM

1. Please refer to the Maryland Department of Transportation (MDOT) MBE Directory at www.mdot.state.md.us to determine if a firm is certified for the appropriate North American Industry Classification System (“NAICS”) Code **and** the product/services description (specific product that a firm is certified to provide or specific areas of work that a firm is certified to perform). For more general information about NAICS, please visit www.naics.com. Only those specific products and/or services for which a firm is certified in the MDOT Directory can be used for purposes of achieving the MBE participation goals.
2. In order to be counted for purposes of achieving the MBE participation goals, the firm must be certified for that specific NAICS (“MBE” for State-funded projects designation after NAICS Code). **WARNING:** If the firm’s NAICS Code is in **graduated status**, such services/products **will not be counted** for purposes of achieving the MBE participation goals. Graduated status is clearly identified in the MDOT Directory (such graduated codes are designated with the word graduated after the appropriate NAICS Code).
3. Examining the NAICS Code is the **first step** in determining whether an MBE firm is certified and eligible to receive MBE participation credit for the specific products/services to be supplied or performed under the contract. The **second step** is to determine whether a firm’s Products/Services Description in the MBE Directory includes the products to be supplied and/or services to be performed that are being used to achieve the MBE participation goals.
4. If you have any questions as to whether a firm is certified to perform the specific services or provide specific products, please contact MDOT’s Office of Minority Business Enterprise at 1-800-544-6056 or via email at mbe@mdot.state.md.us.
5. The Contractor’s subcontractors are considered second-tier subcontractors. Third-tier contracting used to meet an MBE goal is to be considered the exception and not the rule. The following two conditions must be met before MDOT, its Modal Administrations and the Maryland Transportation Authority may approve a third-tier contracting agreement: (a) the bidder/offeror must request in writing approval of each third-tier contract arrangement, and (b) the request must contain specifics as to why a third-tier contracting arrangement should be approved. These documents must be submitted with the bid/proposal in Part 2 of this MBE Participation Schedule.

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

PART 1 – INSTRUCTIONS FOR MBE PARTICIPATION SCHEDULE

PAGE 2 OF 3

6. For each MBE firm that is being used as a supplier/wholesaler/regular dealer/broker/manufacturer, please follow these instructions for calculating the **amount of the subcontract for purposes of achieving the MBE participation goals:**
- A. Is the firm certified as a broker of the products/supplies? If the answer is YES, please continue to Item C. If the answer is NO, please continue to Item B.
 - B. Is the firm certified as a supplier, wholesaler, regular dealer, or manufacturer of such products/supplies? If the answer is YES, continue to Item D. If the answer is NO, continue to Item C only if the MBE firm is certified to perform trucking/hauling services under NAICS Codes 484110, 484121, 484122, 484210, 484220 and 484230. If the answer is NO and the firm is not certified under these NAICS Codes, then no MBE participation credit will be given for the supply of these products.
 - C. For purposes of achieving the MBE participation goal, you may count only the amount of any reasonable fee that the MBE firm will receive for the provision of such products/supplies - not the total subcontract amount or the value (or a percentage thereof) of such products and/or supplies. For Column 3 of the MBE Participation Schedule, please divide the amount of any reasonable fee that the MBE firm will receive for the provision of such products/services by the total Contract value and insert the percentage in Line 3.1.
 - D. Is the firm certified as a manufacturer (refer to the firm's NAICS Code and specific description of products/services) of the products/supplies to be provided? If the answer is NO, please continue to Item E. If the answer is YES, for purposes of achieving the MBE participation goal, you may count the total amount of the subcontract. For Column 3 of the MBE Participation Schedule, please divide the total amount of the subcontract by the total Contract value and insert the percentage in Line 3.1.
 - E. Is the firm certified as a supplier, wholesaler and/or regular dealer? If the answer is YES and the MBE firm is furnishing and installing the materials and is certified to perform these services, please divide the total subcontract amount (including full value of supplies) by the total Contract value and insert the percentage in Line 3.1. If the answer is YES and the MBE firm is only being used as a supplier, wholesaler and/or regular dealer or is not certified to install the supplies/materials, for purposes of achieving the MBE participation goal, you may only count sixty percent (60%) of the value of the subcontract for these supplies/products (60% Rule). To apply the 60% Rule, first divide the amount of the subcontract for these supplies/products only (not installation) by the total Contract value. Then, multiply the result by sixty percent (60%) and insert the percentage in Line 3.2.

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

PART 1 – INSTRUCTIONS FOR MBE PARTICIPATION SCHEDULE

PAGE 3 OF 3

7. For each MBE firm that **is not** being used as a supplier/wholesaler/regular dealer/broker/manufacture, to calculate the **amount of the subcontract for purposes of achieving the MBE participation goals**, divide the total amount of the subcontract by the total Contract value and insert the percentage in Line 3.1.

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

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

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

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

PART 2 – MBE PARTICIPATION SCHEDULE

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

PAGE ___ OF ___

Prime Contractor	Project Description	Solicitation Number

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

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

Please check if Continuation Sheets are attached.

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

PAGE ___ OF ___

Prime Contractor	Project Description	Solicitation Number

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

COLUMN 1	COLUMN 2	COLUMN 3
		<p>Unless the bidder/offeror requested a waiver in MDOT MBE Form D-1 – State Funded Contracts for this solicitation, the cumulative MBE participation for all MBE firms listed herein must equal at least the MBE participation goal <u>and</u> subgoals set forth in Form D-1.</p>
<p>NAME OF MBE SUBCONTRACTOR AND TIER</p>	<p>CERTIFICATION NO. AND MBE CLASSIFICATION</p>	<p>FOR PURPOSES OF ACHIEVING THE MBE PARTICIPATION GOAL AND SUBGOALS, refer to Sections 6 and 7 in Part 1 - Instructions. State the percentage amount of the products/services in Line 3.1, except for those products or services where the MBE firm is being used as a wholesaler, supplier, or regular dealer. For items of work where the MBE firm is being used as a supplier, wholesaler and/or regular dealer, complete Line 3.2 using the 60% Rule.</p>
<p><input type="checkbox"/> Please check if MBE firm is a third-tier contractor (if applicable).</p> <p>Please submit written documents in accordance with Section 5 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 6(E) IN PART 1 - INSTRUCTIONS).</p> <p>_____ % Total percentage of Supplies/Products</p> <p>x _____ 60% (60% Rule)</p> <p>_____ % (Percentage for purposes of calculating achievement of MBE Participation goal and subgoals, if any)</p>

Please check if Continuation Sheets are attached.

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

PART 3 – CERTIFICATION FOR MBE PARTICIPATION SCHEDULE

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

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

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

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

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

Company Name Signature of Representative

Address Printed Name and Title

City, State and Zip Code Date

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

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

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

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

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

4. Please Check One:

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

5. Please Check One:

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

Company Name

Signature of Representative

Address

Printed Name and Title

City, State and Zip Code

Date

ATTACHMENT 2 – MDOT MBE FORM D-4

STATE-FUNDED CONTRACTS MBE SUBCONTRACTOR PROJECT PARTICIPATION AFFIDAVIT

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

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

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

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

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

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

Submit as required in TO Contractor MBE Reporting Requirements

This form is to be completed
monthly by the prime

ATTACHMENT 2 – MBE Form D-5

Maryland Department of Information Technology

Minority Business Enterprise Participation

Prime Contractor Paid/Unpaid MBE Invoice Report

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

Prime Contractor:		Contact Person:	
Address:			
City:		State:	ZIP:
Phone:	FAX:	Email:	
Subcontractor Name:		Contact Person:	
Phone:	FAX:		
Subcontractor Services Provided:			

<p>List all payments made to MBE subcontractor named above</p> <p>during this reporting period:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 40%; text-align: center;"><u>Invoice#</u></th> <th style="width: 55%; text-align: center;"><u>Amount</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> <tr> <td colspan="3">Total Dollars Paid: \$ _____</td> </tr> </tbody> </table>		<u>Invoice#</u>	<u>Amount</u>	1.			2.			3.			4.			Total Dollars Paid: \$ _____			<p>List dates and amounts of any outstanding invoices:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 40%; text-align: center;"><u>Invoice #</u></th> <th style="width: 55%; text-align: center;"><u>Amount</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> <tr> <td colspan="3">Total Dollars Unpaid: \$ _____</td> </tr> </tbody> </table>		<u>Invoice #</u>	<u>Amount</u>	1.			2.			3.			4.			Total Dollars Unpaid: \$ _____		
	<u>Invoice#</u>	<u>Amount</u>																																			
1.																																					
2.																																					
3.																																					
4.																																					
Total Dollars Paid: \$ _____																																					
	<u>Invoice #</u>	<u>Amount</u>																																			
1.																																					
2.																																					
3.																																					
4.																																					
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):**

<p>Dave Czorapinski Motor Carrier Division Maryland State Highway Administration 7491 Connelly Drive, Hanover MD 21076 DCzorapinski@sha.state.md.us</p>	<p>Clemon Hammie, M/DBE Manager c/o Earle Beale, Equal Opportunity Compliance Officer Maryland Department of Transportation State Highway Administration Office of Equal Opportunity 211 E. Madison Street, MLL3 Baltimore, MD 21202 Email: ebeale@sha.state.md.us</p>
--	---

This form must be completed by
MBE subcontractor

ATTACHMENT 2 - MBE Form D-6

Minority Business Enterprise Participation

Subcontractor Paid/Unpaid MBE Invoice Report

Report#: _____ Reporting Period (Month/Year): _____ Report is due by the 10th of the month following the month the services were performed.	Contract # _____ Contracting Unit: _____ 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. <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 60%; text-align: center;"><u>Invoice Amt</u></th> <th style="width: 40%; text-align: center;"><u>Date</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td> </td></tr> <tr><td>2.</td><td> </td></tr> <tr><td>3.</td><td> </td></tr> </tbody> </table> Total Dollars Paid: \$ _____	<u>Invoice Amt</u>	<u>Date</u>	1.		2.		3.		List dates and amounts of any unpaid invoices over 30 days old. <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 60%; text-align: center;"><u>Invoice Amt</u></th> <th style="width: 40%; text-align: center;"><u>Date</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td> </td></tr> <tr><td>2.</td><td> </td></tr> <tr><td>3.</td><td> </td></tr> </tbody> </table> Total Dollars Unpaid: \$ _____	<u>Invoice Amt</u>	<u>Date</u>	1.		2.		3.	
<u>Invoice Amt</u>	<u>Date</u>																
1.																	
2.																	
3.																	
<u>Invoice Amt</u>	<u>Date</u>																
1.																	
2.																	
3.																	

Prime Contractor:	Contact Person:
-------------------	-----------------

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

Dave Czorapinski Motor Carrier Division Maryland State Highway Administration 7491 Connelly Drive, Hanover MD 21076 DCzorapinski@sha.state.md.us	Clemon Hammie, M/DBE Manager c/o Earle Beale, Equal Opportunity Compliance Officer Maryland Department of Transportation State Highway Administration Office of Equal Opportunity 211 E. Madison Street, MLL3 Baltimore, MD 21202 Email: ebeale@sha.state.md.us
---	--

Signature: _____ Date: _____

(Required)

MDOT MBE/DBE FORM E

GOOD FAITH EFFORTS GUIDANCE AND DOCUMENTATION

PART 1 – GUIDANCE FOR DEMONSTRATING GOOD FAITH EFFORTS TO MEET MBE/DBE PARTICIPATION GOALS

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

I. Definitions

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

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

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

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

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

II. Types of Actions MDOT will Consider

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

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

1. Identified Items of Work in Procurements

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

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

2. Identified Items of Work by Bidders/Offerors

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

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

B. Identify MBE Firms or DBE Firms to Solicit

1. DBE Firms Identified in Procurements

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

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

2. MBE/DBE Firms Identified by Bidders/Offerors

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

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

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

C. Solicit MBE/DBEs

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

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

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

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

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

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

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

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

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

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

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

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

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

D. Negotiate With Interested MBE/DBE Firms

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

E. Assisting Interested MBE/DBE Firms

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

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

III. Other Considerations

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

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

IV. Documenting Good Faith Efforts

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

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

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

B. Outreach/Solicitation/Negotiation

1. The record of the bidder's/offeror's compliance with the outreach efforts prescribed by COMAR 21.11.03.09C(2)(a) through (e) and 49 C.F.R. Part 26, Appendix A. **(Complete Outreach Efforts Compliance Statement)**
2. A detailed statement of the efforts made to contact and negotiate with MBE/DBE Firms including:
 - (a) the names, addresses, and telephone numbers of the MBE/DBE Firms who were contacted, with the dates and manner of contacts (letter, fax, email, telephone, etc.) **(Complete Good Faith Efforts Form E, Part 3, and submit letters, fax cover sheets, emails, etc. documenting solicitations)**; and
 - (b) a description of the information provided to MBE/DBE Firms regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed and the means used to provide that information.

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

1. For each MBE/DBE Firm that the bidder/offeror concludes is not acceptable or qualified, a detailed statement of the reasons for the bidder's/offeror's conclusion, including the steps taken to verify the capabilities of the MBE/DBE and Non-MBE/DBE Firms quoting similar work.
2. For each certified MBE/DBE Firm that the bidder/offeror concludes has provided an excessive or unreasonable price, a detailed statement of the reasons for the bidder's/offeror's conclusion, including the quotes received from all MBE/DBE and Non-MBE/DBE firms bidding on the same or comparable work. **(Include copies of all quotes received.)**
3. A list of MBE/DBE Firms contacted but found to be unavailable. This list should be accompanied by a Minority Contractor Unavailability Certificate signed by the MBE/DBE contractor or a statement from the bidder/offeror that the MBE/DBE contractor refused to sign the Minority Contractor Unavailability Certificate.

D. Other Documentation

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

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

PART 2 – CERTIFICATION REGARDING GOOD FAITH EFFORTS 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/offeror should solicit all of those MBE/DBE Firms or explain why a specific MBE/DBE was not solicited. If the bidder/offeror identifies additional MBE/DBE Firms who may be available to perform Identified Items of Work, those additional MBE/DBE Firms should also be included below. Copies of all written solicitations and documentation of follow-up calls to MBE/DBE Firms must be attached to this form. If the bidder/offeror used a Non-MBE/DBE or is self-performing the identified items of work, Part 4 must be completed.

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

Please check if Additional Sheets are attached.

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

PART 5 – ADDITIONAL INFORMATION REGARDING REJECTED MBE/DBE QUOTES

PAGE ___ OF ___

Prime Contractor	Project Description	Solicitation Number

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

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

Please check if Additional Sheets are attached..

ATTACHMENT 3 – TASK ORDER AGREEMENT

CATS+ TORFP #J02B4400004 OF MASTER CONTRACT #060B24900023

This Task Order Agreement (“TO Agreement”) is made this day of Month, 20__ by and between Task Order Contractor (TO Contractor) and the STATE OF MARYLAND, State Highway Administration, Motor Carrier Division.

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 SHA-MCD, as identified in the CATS+ TORFP #J02B440004.
 - b. “CATS+ TORFP” means the Task Order Request for Proposals #J02B4400004, dated MONTH DAY, 2014, including any addenda.
 - c. “Master Contract” means the CATS+ Master Contract between the Maryland Department of Information Technology and TO Contractor dated April 22, 2013.
 - d. “TO Procurement Officer” means 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 SHA-MCD and TO Contractor.
 - f. “TO Contractor” means the CATS+ Master Contractor awarded this TO Agreement, whose principal business address is _____.
 - g. “TO Manager” means Dave Czorapinski of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
 - h. “TO Technical Proposal” means the TO Contractor’s technical response to the CATS+ TORFP dated date of TO Technical Proposal.
 - i. “TO Financial Proposal” means the TO Contractor’s financial response to the CATS+ TORFP dated date of TO Financial Proposal.
 - j. “TO Proposal” collectively refers to the TO Technical Proposal and TO Financial Proposal.
2. Scope of Work
 - 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supersede the Master Contract.
 - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS+ TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
 - a. The TO Agreement,
 - b. 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 five (5) years from Notice to Proceed, commencing on the date of Notice to Proceed and terminating five (5) years from Notice to Proceed.

Consideration and Payment

- 3.1 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.
- 3.2 Payments to the TO Contractor shall be made as outlined Section 2 of the CATS+TORFP, but no later than thirty (30) days after the Agency's receipt of an invoice for services provided by the TO Contractor, acceptance by the Agency of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.
- 3.3 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.
- 3.4 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 herein above set forth.

TO Contractor Name

By: Type or Print TO Contractor POC

Date

Witness: _____

STATE OF MARYLAND, SHA-MCD

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

Date

Witness: _____

ATTACHMENT 4 – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

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

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

Date: _____ By: _____

(Authorized Representative and Affiant)

Submit as a .pdf file with TO Technical Proposal

ATTACHMENT 5 – LABOR CATEGORY PERSONNEL RESUME SUMMARY

INSTRUCTIONS:

1. Master Contractors must comply with all personnel requirements under the Master Contract RFP TBD.
2. Only labor categories proposed in the Master Contractors Financial Proposal may be proposed under the CATS+ TORFP process.
3. For each person proposed in any of the labor categories, complete one Labor Category Personnel Resume Summary to document how the proposed person meets each of the minimum requirements. This summary is required at the time of the interview.

For example: If you propose John Smith, who is your subcontractor, and you believe he meets the requirements of the Group Facilitator, you will complete the top section of the form by entering John Smith's name and the subcontractor's company name. You will then complete the right side of the Group Facilitator form documenting how the individual meets each of the requirements. Where there is a time requirement such as three months experience, you must provide the dates from and to showing an amount of time that equals or exceeds mandatory time requirement; in this case, three months.

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

**ATTACHMENT 5 – LABOR CATEGORY PERSONNEL RESUME SUMMARY
(CONTINUED)**

Proposed Individual's Name/Company:	How does the proposed individual meet each requirement?
LABOR CATEGORY TITLE – (INSERT CATS+ LABOR CATEGORY NAME)	
Education: (Insert the education description from the CATS+ RFP from Section 2.10 for the applicable labor category and minimum requirements stated in section 2.8 of THIS TORFP.) (From mm/yy to mm/yy)	
Experience: (Insert the experience description from the CATS+ RFP from Section 2.10 for the applicable labor category and minimum requirements stated in section 2.8.) (From mm/yy to mm/yy)	
Duties: (Insert the duties description from the CATS+ RFP from Section 2.10 for the applicable labor category.)	

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

TO Contractor's Contract Administrator:

Signature Date

Proposed Individual:

Signature Date

SUBMIT WITH TECHNICAL PROPOSAL

SIGNATURE REQUIRED AT THE TIME OF THE INTERVIEW

ATTACHMENT 6 - 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 2.4, Security Requirements of the Department of Information Technology's Consulting Technical Services Master Contract Number 060B2490023 (CATS+) hereto as Exhibit A.

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. 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 REQUIRED NO LATER THAN 30 DAYS OF NOTICE TO PROCEED

ATTACHMENT 7 – NOTICE TO PROCEED (SAMPLE)

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS+ Task Order Agreement #J02B4400004

Dear TO Contractor Contact:

This letter is your official Notice to Proceed as of Month Day, 20__ for the above-referenced Task Order Agreement. Dave Czorapinski of the SHA-MCD will serve as your contact person on this Task Order. Dave Czorapinski can be reached at 410-582-5732, email: dczorapinski@sha.state.md.us

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

Sincerely,

TO Manager

Enclosures (2)

cc: Joseph Palechek, MDOT

Procurement Liaison Office, Department of Information Technology

Project Management Office, Department of Information Technology

ATTACHMENT 8 – AGENCY RECEIPT OF DELIVERABLE FORM

I acknowledge receipt of the following:

TORFP Title: **Project Name for TORFP**

TO Agreement Number: #J02B4400004

Title of Deliverable: _____

TORFP Reference Section # _____

Deliverable Reference ID # _____

Name of TO Manager: Dave Czorapinski

TO Manager Signature

Date Signed

Name of TO Contractor's Project Manager: _____

TO Contractor's Project Manager Signature

Date Signed

SUBMIT AS REQUIRED IN THE TORFP.

ATTACHMENT 9 – AGENCY ACCEPTANCE OF DELIVERABLE FORM

Agency Name: SHA-MCD

TORFP Title: Virtual Weigh Station (VWS) Project

TO Manager: Dave Czorapinski, 410-582-5732

To:

The following deliverable, as required by TO Agreement #J02B4400004, has been received and reviewed in accordance with the TORFP.

Title of deliverable: _____

TORFP Contract Reference Number: Section # _____

Deliverable Reference ID # _____

This deliverable:

Is accepted as delivered.

Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

TO Manager Signature

Date Signed

ISSUED BY THE TO MANAGER AS REQUIRED IN THE TORFP.

ATTACHMENT 10 – NON-DISCLOSURE AGREEMENT (OFFEROR)

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

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS+ TORFP #J02B4400004 for Virtual Weigh Station (VWS) Project. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to this project. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as “Confidential Information”. As a condition for its receipt and access to the Confidential Information 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 under Section 1.7, 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 Joseph palechek, MDOT on or before the due date for Proposals.
4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State’s rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR’S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.
5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys’ fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
6. This Agreement shall be governed by the laws of the State of Maryland.
7. OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than \$20,000 and/or imprisonment not exceeding 5 years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.
8. The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

OFFEROR: _____ BY: _____

NAME: _____ TITLE: _____

ADDRESS: _____

SUBMIT AS REQUIRED IN SECTION 1.8 OF THE TORFP

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 its SHA-MCD (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 Virtual Weigh Station (VWS) Project TORFP Phase II No. J02B4400004 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 this project (the “Confidential Information”).

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

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

terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the TO Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The TO Contractor consents to personal jurisdiction in the Maryland State Courts. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages from the TO Contractor and the TO Contractor's Personnel for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the TO Contractor or any of the TO Contractor's Personnel to comply with the requirements of this Agreement, the TO Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.

9. TO Contractor and each of the TO Contractor's Personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement and the TO Contractor shall provide originals of such executed Agreements to the State.
10. The parties further agree that:
 - a. This Agreement shall be governed by the laws of the State of Maryland;
 - b. The rights and obligations of the TO Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;
 - c. The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;
 - d. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;
 - e. Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures; and
 - f. The Recitals are not merely prefatory but are an integral part hereof.

TO Contractor/TO Contractor's Personnel:

MDOT/SHA-MCD:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SUBMIT AS REQUIRED IN SECTION 1.8 OF THE TORFP

EXHIBIT A

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

Printed Name and Address
of Employee or Agent

Signature

Date

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

ATTACHMENT 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	
<p>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.)</p>	
<p>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) _____</p>	
<p>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) _____</p>	
Section 2 – Task Orders with Invoices Linked to Time, Labor Rates and Materials	
<p>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) _____</p>	
<p>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) _____</p>	
<p>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) _____</p>	
Section 3 – Substitution of Personnel	

<p>A) Has there been any substitution of personnel? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, skip to Section 4.)</p>
<p>B) Did the Master Contractor request each personnel substitution in writing? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____</p>
<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>D) 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 DBE goal as a percentage of the TO value? (If there is no MBE goal, skip to Section 5) %</p>
<p>B) Are DBE 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 DBE 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 DBE percentage is 30% (3,000 ÷ 10,000 = 0.30))</p>
<p>D) Is this consistent with the planned DBE percentage at this stage of the project? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____</p>
<p>E) Has the Master Contractor expressed difficulty with meeting the DBE 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?</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/> Sections for change description, justification, and sign-off</p> <p>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)</p> <p>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>

C) Have any change orders been executed?

Yes No

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

D) Is the change management procedure being followed?

Yes No (If no, explain why) _____

ATTACHMENT 13 – LIVING WAGE AFFIDAVIT OF AGREEMENT

Contract No. _____

Name of Contractor _____

Address _____

City _____ State _____ Zip Code _____

If the Contract is Exempt from the Living Wage Law

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

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

If the Contract is a Living Wage Contract

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

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

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

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

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____ Title: _____

Witness Name (Typed or Printed): _____

Witness Signature & Date: _____

ATTACHMENT 14 - CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

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

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

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

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

CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

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

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____ Title: _____

Witness Name (Typed or Printed): _____

Witness Signature and Date: _____

ATTACHMENT 15 - MERCURY AFFIDAVIT

AUTHORIZED REPRESENTATIVE THEREBY AFFIRMS THAT:

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

MERCURY CONTENT INFORMATION:

The product(s) offered do not contain mercury.

OR

The product(s) offered do contain mercury.

- (1) Describe the product or product component that contains mercury.
- (2) Provide the amount of mercury that is contained in the product or product component. Indicate the unit of measure being used.

I ACKNOWLEDGE THAT this affidavit is to be furnished to the procurement officer and may be distributed to units of (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland;

(3) other states; and

(4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify, or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this affidavit, (2) the contract, and (3) other affidavits comprising part of the contract.

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

_____ By: _____
 Date Signature

Print Name: _____
 Authorized Representative and Affiant

ATTACHMENT 16: SAMPLE WORK ORDER

WORK ORDER	Work Order #	Contract #																								
<p>This Work Order is issued under the provisions of a XXX contract. The services authorized are within the scope of services set forth in the <i>Purpose</i> of the work order.</p>																										
<p>Purpose</p>																										
<p>Statement of Work</p> <p><u>Requirements:</u></p> <p><u>Deliverable(s), Acceptance Criteria and Due Date(s):</u></p> <p>Deliverables are subject to review and approval by AGENCY prior to payment. (Attach additional sheets if necessary)</p>																										
Start Date		End Date																								
<p>Cost</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 45%;">Description for Task / Deliverables</th> <th style="width: 10%;">Quantity (if applicable)</th> <th style="width: 15%;">Labor Hours (Hrs.)</th> <th style="width: 10%;">Labor Rate</th> <th style="width: 15%;">Estimate Total</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td></td> <td></td> <td></td> <td style="text-align: center;">\$</td> <td style="text-align: center;">\$</td> </tr> <tr> <td>2.</td> <td></td> <td></td> <td></td> <td style="text-align: center;">\$</td> <td style="text-align: center;">\$</td> </tr> <tr> <td colspan="3" style="padding: 5px;">*Include WBS, schedule and response to requirements.</td> <td colspan="2" style="padding: 5px;">AGENCY shall pay an amount not to exceed</td> <td style="text-align: center; padding: 5px;">\$</td> </tr> </tbody> </table>				Description for Task / Deliverables	Quantity (if applicable)	Labor Hours (Hrs.)	Labor Rate	Estimate Total	1.				\$	\$	2.				\$	\$	*Include WBS, schedule and response to requirements.			AGENCY shall pay an amount not to exceed		\$
	Description for Task / Deliverables	Quantity (if applicable)	Labor Hours (Hrs.)	Labor Rate	Estimate Total																					
1.				\$	\$																					
2.				\$	\$																					
*Include WBS, schedule and response to requirements.			AGENCY shall pay an amount not to exceed		\$																					
<p>Contractor</p>		<p>AGENCY Approval</p>																								
(Signature)	Contractor Authorized Representative	(Date)																								
(Signature)	AGENCY TO Manager (Date)																									
POC	(Print Name)																									
Telephone No.	(Print Name)																									
Email:	(Print Name)																									
TO Manager	(Print Name)																									
Telephone No.	(Print Name)																									
Email:	(Print Name)																									

ATTACHMENT 17 - DIRECTIONS TO PRE PROPOSAL CONFERENCE AND SPECIFIC ATTENDANCE INFORMATION

DIRECTIONS TO MDOT HEADQUARTERS

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

Parking:

Visitor Parking (no permit required) is available directly across the street from the MDOT Headquarters Building.