



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

**TECHNICAL AND USER SUPPORT FOR
MICROSOFT DYNAMICS SL SOFTWARE**

CATS II TORFP PROJECT

J01B9200036

MARYLAND TRANSPORTATION AUTHORITY

ISSUE DATE: MONDAY, NOVEMBER 7, 2011

KEY INFORMATION SUMMARY SHEET

This Consulting and Technical Services II (CATS II) Task Order Request for Proposals (TORFP) is issued to obtain the services necessary to satisfy the requirements defined in Section 2 - Scope of Work. All CATS II Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. Master Contractors choosing not to submit a proposal must submit a Master Contractor Feedback form. The form is accessible via your CATS II 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 II RFP issued by the Maryland Department of Information Technology and subsequent Master Contract Project Number 060B9800035, including any amendments.

TORFP Title:	TECHNICAL AND USER SUPPORT FOR MICROSOFT DYNAMICS SL SOFTWARE
Functional Area:	FA10 IT Management Consulting Services
TORFP Issue Date:	11/07/11
Closing Date and Time:	12/01/2011 at 2:00 PM
TORFP Issuing Agency:	Maryland Transportation Authority (MDTA) Division of Information Technology (MDTA DoIT)
Questions and Proposals are to be sent to:	Joy Abrams, Procurement Officer jabrams@mdot.state.md.us
TO Procurement Officer:	Joy Abrams Phone: 410-865-1130 Fax: 410-865-1388
TO Manager(s):	Steven Chen Office Phone Number: 410-537-5674 Office FAX Number: 410-537-1351
TO Project Number:	J01B9200036
TO Type:	Time and Material
Period of Performance:	NTP – May 31, 2014
MBE Goal:	25%
Small Business Reserve (SBR)	No
Primary Place of Performance:	TO Contractor to provide office space at TO Contractor's base location. Meetings, interviews, other work that must be performed on site primarily will be at MDTA base location (Point Breeze complex, Broening Highway, Baltimore Maryland) in Central Maryland area, but may be at any other MDTA location. A desk with computer & phone will be available when on-site at MDTA.
TO Pre-proposal Conference:	MDOT Headquarters on November 15, 2011 @ 9:00 am-10:00 am 7201 Corporate Center Dr., Hanover, MD 21076 See Attachment 6 for directions

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SECTION 1 - ADMINISTRATIVE INFORMATION

1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT

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

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

1.2 TO AGREEMENT

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

1.3 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the date and exact time stated in the Key Information Summary Sheet above. The date and time of submission is determined by the date and time of arrival in the TO Procurement Officer's e-mail box. The TO Proposal is to be submitted via e-mail as two attachments in MS Word format (version 2007 or older). The "subject" line in the e-mail submission shall state the TORFP #J01B9200036. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS II TORFP #J01B9200036 Technical". The second file will be the financial response to this CATS II TORFP and titled, "CATS II TORFP #J01B9200036 Financial". The following proposal documents must be submitted with required signatures as .PDF files with signatures clearly visible:

- Attachment 1 – Price Proposal
- Attachment 2 - MBE Forms A & B
- Attachment 4 - Conflict of Interest and Disclosure Affidavit
- Attachment 5 – Labor Classification Personnel Resume Summary
- Attachment 8- Non-Disclosure Agreement (TO Offeror)
- Attachment 10 – Living Wage Affidavit of Agreement
- Certifications (if applicable)

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

1.4 ORAL PRESENTATIONS/INTERVIEWS

All Master Contractors may be required to make an oral presentation to State representatives. Significant representations made by a Master Contractor during the oral presentation shall be submitted in writing. All such representations will become part of the Master Contractor's proposal and are binding, if the Contract is awarded. The TO Manager will notify Master Contractor of the time and place of oral presentations. All oral presentations and interviews must be conducted in person upon request of the TO Manager. The MDTA will not consider conference calls, phone or webinar interviews.

1.5 MINORITY BUSINESS ENTERPRISE (MBE)

A Master Contractor that responds to this TORFP shall complete, sign, and submit all required MBE documentation (Attachment 2: Forms A and B) at the time it submits its' TO Proposal. **Failure of the Master Contractor to complete, sign, without edits and submit all required MBE documentation at the time it submits its' TO Proposal will result in the State's rejection of the Master Contractor's TO Proposal.**

1.6 CONFLICT OF INTEREST

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

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

1.7 NON-DISCLOSURE AGREEMENT

Certain documentation may be required by the TO Contractor awarded the TOA in order to fulfill the requirements of the TOA. The TO Contractor, employees and agents who review such documents will be required to sign, including but not limited to, a Non-Disclosure Agreement (TO Contractor) in the form of Attachment 8.

1.8 LIMITATION OF LIABILITY CEILING

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

1.9 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES

Maryland Department of Information Technology (DoIT) is responsible for contract management oversight on the CATS II Master Contract. As part of that oversight, DoIT has implemented a process for self-reporting contract management activities of CATS II 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 II TOs are subject to review.

Attachment 9 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.

SECTION 2 - SCOPE OF WORK

2.1 PURPOSE AND BACKGROUND

2.1.1 Purpose

The Maryland Department of Transportation (MDOT) Office of Procurement is issuing this CATS II TORFP on behalf of the Maryland Transportation Authority's Division of Information Technology (MDTA DoIT), to obtain technical, user and project support for its Microsoft Dynamics SL (Dynamics) financial system.

The TO Contractor shall propose the number of resources and labor category to meet the needs described in this TORFP, not to exceed 4,500 hours annually. The TO Contractor shall develop, enhance, maintain and support this mission critical financial application.

The TO Contractor shall also support the integration of other client/server and web-based systems with Dynamics, as needed.

2.1.2 Requesting Agency Background

The Maryland Transportation Authority is responsible for constructing, managing, operating and improving the State's toll facilities, as well as financing new revenue-producing transportation projects for MDOT. The Authority's governing board has established the position of Executive Secretary to act as the chief executive officer of MDTA, administering the day-to-day business of the agency and its 1,800 employees, including a 600-unit police force.

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

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

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

MDTA's Finance Division plays an important role in financing transportation investments in the State of Maryland. Finance is responsible both for the overall financial management of MDTA's operations as well as MDTA's services as a financing conduit for other Maryland transportation agencies.

These include not only the direct investments of MDTA but also conduit financings carried out on behalf of other entities (i.e., the Maryland Aviation Administration, Maryland Port Administration, and parking facilities supporting Washington Metropolitan Area Transit Authority investments).

The primary functions performed in Finance include:

- Accounting services, including activities related to the processing and management of accounts payable and accounts receivable as well as payroll accounting
- Treasury activities, including investment management, cash management, and bank reconciliation functions
- Development and management of the Operating Budget
- Preparation of MDTA's financial reports
- Processing, reconciliation, and audit of cash and electronic toll collections
- Debt issuance and management
- Accountability for infrastructure assets
- Project cost accounting for capital projects, including all costs to plan, design, acquire right-of-way, and construct infrastructure.

2.1.3 Technical Environment

The MDTA's technical environment includes a Microsoft network running on HP blade servers supporting primarily Windows-based server operating systems (Windows 2003/2008 Servers) within a VMWare virtual environment.

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

- Adobe Acrobat Reader 8.0
- Google Earth Enterprise Client 4.2
- Internet Explorer 8.0
- Microsoft Office Outlook 2003 (with Microsoft Exchange Server 2003 backend)
- Microsoft Office Professional 2003

MDTA currently uses Microsoft SQL Server 2008 in support of the following applications:

- Microsoft Dynamics SL Financial Management System & Business Portal
- Microsoft SQL Server Reporting Services

MDTA anticipates that during the course of this TORFP, the following new technologies may be implemented:

- IBM Maximo 7
- Implementation/ expansion of web based reporting and data entry
- Microsoft Office & SharePoint 2010
- Thin Client Devices connecting to a Virtual Desktop (VDI) to replace existing desktop computers
- Windows 7 Professional (desktop operating system)

2.1.4 Project Background

MDTA has relied on a CATS I contract to maintain, upgrade and enhance its financial management software, Microsoft Dynamics SL, and to provide user support and training on Dynamics' features

and functions. In the past, this support primarily has been general technical support for Dynamics and user training and assistance.

Additional functionality has been added over time to Dynamics. Presently, MDTA's Dynamics is running under version 7.0 and contains the following:

Accounts Payable	Inventory
Accounts Receivable	MS SQL2008 Standard Runtime
Application Server	MS SQL Server 2008 Reporting
Business Portal	Services
Crystal Reports	Multi-Company
Customization Manager	Object Model
FRx Professional	Purchasing
FRx Report Server	System Manager
General Ledger	Visual Basic for Applications

Additional third-party Commercial off the Shelf (COTS) software has also been added to Dynamics:

- NexVue Development Corporation's Key Change utility
- Sandler*Kahne Software's eBanking Suite (AP-EFT & Positive Pay) for Microsoft Dynamics SL
- MaxQ Technologies, Inc's MaxQ for check cutting
- IronWare Technologies Hard Close

MDTA has grown in recent years and its financial responsibilities have increased. With those additional responsibilities, the need for efficient and effective financial processes and technical tools has increased.

At the present time, multiple tasks have been undertaken to enhance the capabilities of Dynamics to provide electronic capabilities and support these functions including database consolidation and payroll imports.

In addition to supporting systems administration, maintenance and break fix of Dynamics, growth, accountability and earned value has fueled the need for an additional level of support that requires the utilization of key project management methodologies to deliver, test, deploy and support Dynamics full life cycle application development.

MDTA is committed to adhering to phase centric life cycle project management processes and comply with Maryland System Development Lifecycle (SDLC) as appropriate that result in better quality application development, customized reports, systems maintenance and systems infrastructure upgrades that require testing and integration with the existing MDTA environment.

2.2 MANAGEMENT ROLES AND RESPONSIBILITIES

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

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 II Master Contract; process Change Orders 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

TO Contractor's role and responsibility are to assist to maintain, upgrade and enhance MDTA financial management system, Microsoft Dynamics SL and to provide user support and training on Dynamics' features and functions.

2.3 TO CONTRACTOR AND PERSONNEL MINIMUM QUALIFICATIONS

The following minimum qualifications are mandatory.

2.3.1 TO Contractor Minimum Qualifications

- The TO Contractor shall be a Microsoft Gold Certified Partner for Microsoft Business Solutions (Microsoft Dynamics)
- The TO Contractor shall have at least two dedicated, full-time employees who are current Microsoft Certified Professionals (MCPs) (Must submit certificates with resumes).

2.3.2 TO Contractor Personnel- Minimum Qualifications

All TO Contractor staff assigned to MDTA must have, at a minimum, the following education, experience and expertise:

- Bachelor's degree from an accredited college or university in Computer Information Technology, Management Information Systems, Computer Science or other information technology-related field to include specific course work in database management systems.
- At least three years of experience as a systems administrator for Microsoft Dynamics SL software
- At least three years of experience generating reports with Microsoft FRx report writer software including FRx Web and Report Server
- At least three years of experience integrating Dynamics with Microsoft Business Portal
- At least three years of experience generating reports with Business Objects Crystal Reports
- At least three years of experience creating SQL statements and running scripts from Microsoft SQL Query Analyzer
- Certification as a Microsoft Certified Professional (MCP) (Must submit certificates with resumes)

2.4 TO CONTRACTOR EXPERTISE REQUIRED

2.4.1 TO Contractor - Expertise Required

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

2.4.2 TO Contractor Personnel - Expertise Required

- Effective problem solving and root cause analysis skills

2.4.3 TO Contractor Desired Qualifications

- Experience with clients that manage large infrastructure
- At least one CPA assigned to the TO contracting team

- Experience in identifying user permissions and rights within Microsoft Dynamics SL software based on work objectives and position authorization
- Experience with administration and configuration of Microsoft Dynamics SL and Business Portal modules
- Knowledge of and experience with third-party add-on software designed to integrate with Dynamics
- Experience with integrating Microsoft Dynamics SL software with other applications
- Knowledge of the principles and practices of designing, developing, implementing, maintaining and controlling data base management systems for multipurpose, multi-tasking computers
- Knowledge of data base management systems, software and tools
- Knowledge of third generation and other generally accepted computer programming languages
- Knowledge of operating system and data communications software
- Knowledge of the functions and capabilities of multipurpose, multi-tasking computer systems and data communications networks
- Skill in implementing, controlling and evaluating data base management systems
- Expertise in database consolidation
- Skill in documenting new and revised data base management systems procedures and standards
- Skill in using diagnostic and performance tools and other software products to maintain established standards for data base management systems
- Skill in applying inductive and deductive reasoning to reach logical solutions to data base problems
- Experience with a transportation entity with project cost accounting as an element of the accounting system
- Ability to communicate effectively, verbally and in writing, and to establish and maintain effective working relationships with systems users, vendors, computer operations personnel, programmer analysts and technical support specialists.
- Ability to train users on Dynamics features and functions and to enhance the user experience with Dynamics solutions to business problems.

2.5 TO CONTRACTOR REQUIREMENTS

- 2.5.1 The TO Contractor Personnel shall be expected, at a minimum, to perform the following tasks, focusing on a commitment to deliver quality end products at key milestones in the systems maintenance and or application development process below.
- 2.5.1.1 TO Contractor Personnel shall administer and configure Microsoft Dynamics SL Software; Microsoft Dynamics Business Portal software; Microsoft FRx report writer software including FRx Web and Report Server; Business Objects Crystal Reports
- 2.5.1.2 TO Contractor Personnel shall track user permissions and rights within Microsoft Dynamics SL software based on work objectives and position authorization
- 2.5.1.3 TO Contractor Personnel shall diagnose and successfully resolve Dynamics system errors; software malfunctions; or anomalies according to industry standard best practices

- 2.5.1.4 TO Contractor Personnel shall document all system modifications or changes that may be performed by the TO Contractor with sufficient detail and methodology to meet industry best practice standards
- 2.5.1.5 TO Contractor Personnel shall perform as the Dynamics Subject Matter Expert (SME) in all tasks required to integrate/interface Microsoft Dynamics SL software with other MDTA, external agency, or new applications
- 2.5.1.6 TO Contractor Personnel shall provide the TO Manager with a written monthly status report, no later than the seventh business day of each month for each task assigned to the TO Contractor that the TO Manager determines
- 2.5.1.7 TO Contractor Personnel shall acknowledge any request for assistance in writing to the Requestor and the TO Manager within two business hours of the time the request was made
- 2.5.1.8 TO Contractor Personnel shall, when requested by the TO Manager, provide the TO Manager with a written estimate of the number of hours to complete a task (See Section 2.10 for Work Order Process)
- 2.5.1.9 TO Contractor Personnel shall maintain daily phone or email contact with the TO Manager to apprise of status of any task
- 2.5.1.10 TO Contractor Personnel shall train end users at a time on any customization or enhancement the TO Contractor shall make to the software's features and functions
- 2.5.1.11 TO Contractor Personnel shall integrate third-party software with Dynamics
- 2.5.1.12 TO Contractor Personnel shall design and develop all business, technical and test documentation required for each project phase and ensure organization, consistency and traceability across all documents in compliance with Maryland SDLC
- 2.5.1.13 TO Contractor Personnel shall provide effort and cost level estimate, plan, and or schedule with milestones and target dates for project deliverables and walkthrough and signoff for all document deliverables
- 2.5.1.14 TO Contractor Personnel shall provide interactive management interfaces, reports and or communication focusing on milestones and target dates, which will be the key to controlling development and testing efforts and cost
- 2.5.1.15 TO Contractor Personnel shall analyze and review customer requirements, conditions and risks assessments and develop sound cost effective strategies and solutions that meet their needs
- 2.5.1.16 TO Contractor Personnel shall develop and test each application enhancement, augmentation, project change request and or maintenance ticket and track to closure in parallel all defects and resubmits that arise during development and or validation
- 2.5.1.17 TO Contractor Personnel shall provide release packaging and scheduling with current release notes and master installation notes to include walkthrough upon requests and manage software version control.
- 2.5.1.18 TO Contractor Personnel shall perform other tasks as assigned by the TO Manager, including but not limited to upgrade and customization work, new fixed asset and project comptroller modules, redesign of chart of accounts, and automation of credit cards, etc.
- 2.5.2 TO Contractor and the TO Manager shall conduct in-person or via monthly telephone progress meetings (on the third Wednesday of each month, at a mutually agreeable time)
- 2.5.3 TO Contractor status report and monthly invoice backup data sheet shall be used to communicate this information in writing via email to the TO Manager

2.5.4 TO Contractor shall be responsible for compiling and submitting to the TO Manager via email a status report in MS Excel format, (template to be provided) for the prior work week

2.6 WORK HOURS

The TO Contractor Personnel shall be available to work an eight hour day, on site or off site, during normal MDTA business hours (7:30 AM to 5:30 PM) except for State holidays (including but not limited to Service Reduction Days or mandatory State Furlough Days).

Services may also involve some evening and/or weekend hours performing planned system upgrades, in addition to the core business hours. Any time worked performing after hour's work must be billed based on the actual time worked at the Task Order approved labor rates.

In the event of a reduction in State revenues and a subsequent reduction in allocated budget, the Master Contractor personnel will be required to participate in the State mandated Service Reduction Days as well as State Furlough Days. In this event, the TO Contractor will be notified in writing by the TO Contract Manager of these details. In addition to the Service Reduction Days and Furlough Days, the Master Contractor may also be requested to restrict the number of hours the Master Contractor personnel can work within a given period of time that may result in less than an eight hour day or less than a 40 hour work week.

Should assigned TO Contractor Personnel be unavailable for work due to any reason (illness, vacation, etc.) the TO Contractor shall provide substitute personnel with comparable experience and qualifications who are capable of performing the assigned tasks at the same level of performance, in accordance with the substitution of personnel requirements in the Master contract, and as referenced in Section 2.13.3 Substitution of Personnel of this document.

After hours telephone support, with the ability to remote into MDTA's Dynamics system in conformance with MDTA security practices and policies is desired.

2.7 PERSONNEL

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

The TO Contractor Personnel shall be expected to perform most duties remotely from the TO Contractor's worksite. Optionally, the TO Contractor Personnel may be required to work on-site on a daily basis if/when space is available and the need to do so is expressed by the TO Manager.

The TO Contractor shall be responsible for providing all computer equipment for personnel proposed in the Technical Proposal.

No State equipment is provided. If state equipment such as a computer is available on-site it will be provided but there is no guarantee.

The TO Contractor and personnel will be required to remote into MDTA using established MDTA security standards as described below in this section; all TO Contractor employees who remote in to MDTA will be given the remote access policy and must comply as described below in this section.

When it is appropriate, MDTA will establish and maintain VPN connection with the TO Contractor, from which remote access for the TO Contractor in to MDTA to work will be accomplished.

On as needed basis, MDTA will provide the TO Contractor Personnel with an RSA Token that will be used to connect to the agency's LAN/WAN in order to access files and applications from the TO Contractor's location. The TO Contractor will have access (when applicable) to the agency's test and production environments.

The TO Contractor shall be responsible for:

- Providing adequate internet access from the TO Contractor’s site in order to remote into the agency LAN/WAN
- Maintaining the equipment at the TO Contractor’s site to include the latest antivirus software updates and antivirus definitions, firewall updates and settings, and operating system patches and security updates

The TO Contractor Personnel shall be expected to perform duties remotely from the TO Contractor’s worksite, as well as on-site at the Agency site at 2400 Broening Highway, Baltimore, MD or at other MDTA facilities, to meet with MDTA staff as needed in order to complete the tasks that they've been assigned. Tasks that require the TO Contractor to work at an MDTA facility will be coordinated with the TO Manager.

Assignments will be given and reviewed by the TO Manager.

The position does involve travel between the TO Contractor’s office and MDTA. TO Contractor Personnel shall have valid driver’s license and their own transportation.

2.8 DELIVERABLES/ACCEPTANCE CRITERIA

Deliv. ID	Deliverable	Frequency	Acceptance Criteria
2.8.1	Monthly Written Progress/Status Report	Seventh business day of each month, no later than by Noon	<p>Report shall be sent in MS Word via email to the TO Manager by the seventh business day of each month, no later than by Noon, and shall contain, at a minimum, the following information:</p> <ul style="list-style-type: none"> • TO Requesting Agency name, TO Agreement number, functional area name and number, reporting period and “Progress and Status Report” to be included in the e-mail subject line. • Work accomplished during the approximately two-week period of the report. • Deliverable progress, as a percentage of completion. • Problem areas, including scope creep or deviation from the work plan. • Planned activities for the next reporting period. • Gantt chart updated from the original to show actual progress; as applicable, explanations for variances and plan for completion on schedule. • An accounting report for the current reporting period and a cumulative summary of the totals for both the current and previous reporting periods. The accounting report shall include amounts invoiced-to-date and paid-to-date and amount invoiced in this reporting period.
2.8.2	Weekly Written Status Report	Monday, 12:00pm (Noon) of each week	<p>Weekly Written Status Report shall summarize the following:</p> <ul style="list-style-type: none"> • Helpdesk ticket number • Date Helpdesk Ticket was opened

			<ul style="list-style-type: none"> • Customer Name • Helpdesk Ticket Description • Technician Assigned • Actions taken • Customer Priority • Ticket Status
2.8.3	Daily Phone and or Email Status	Daily	The TO Contractor shall communicate daily, via phone and or email, to the TO Manager, keeping the TO Manager informed of the status of each task, and any open issues. The TO Contractor shall be available via phone and or email to receive and respond to requests and or feedback from the TO Manager during normal business hours.
2.8.4	System Documentation	Two calendar weeks of the completion of any changes, improvements, enhancements and customization	As a matter of normal work process the TO Contractor and staff shall be required to produce and deliver to the TO Manager detailed documentation of any changes, improvements, enhancements, and customization to Dynamics that may be performed or managed by the TO Contractor. Such documentation shall be in Microsoft Word format and include all information necessary to meet industry standard best practices for systems documentation. This documentation shall be delivered to the TO Manager, in the prescribed format, within two calendar weeks of the completion of any changes, improvements, enhancements and customization.
2.8.5	Tasks	Daily	The TO Contractor shall be responsible for the successful completion of all tasks, either as described in Section 2.5 Tasks To Be Completed By TO Contractor Personnel above, or as may be assigned by the TO Manager.
2.8.6	System Development Lifecycle Documentation	As needed	The TO Contractor may be responsible for SDLC deliverables in compliance with Maryland SDLC (See Section 2.11 for link for content of each deliverable) as applicable per scope of task being requested. The TO Manager will specify the documents required for each task.

2.9 SERVICE LEVEL AGREEMENTS

TO Contractor shall respond to service requests placed within two business hours. Support will be based on MDTA hours which are Monday-Friday 7:30 AM to 5:30 PM except for State holidays and service reduction days.

Service Levels	Email/Phone Response	On-Site Response	Response Availability	Comments
ALL	2 hour	Determine by TO Manager	Stated hours in paragraph above	There is only one response time associated with this TORFP

2.10 WORK ORDER PROCESS

- 2.10.1 The TO Manager will determine on an as needed basis which TO Contractor assignments will require an approved Word Order. The Work Order process is only applicable on tasks as designated by the TO Manager. The process for the Work Order request are as follows:
1. The TO Manager shall e-mail a Work Order request to the TO Contractor to provide services. The request may include:
 - technical requirements and description of the services needed;
 - performance objectives and/or deliverables, as may be applicable;
 - due date and time for submitting a response to the request;
 - performance testing period; and
 - other specific information as requested from the TO Contractor.
 2. The TO Contractor shall e-mail a response to the TO Manager within the specified time and include at a minimum:
 - a response that details the TO Contractor's understanding of the requirement/work;
 - a description of the proposed work plan in narrative format including time schedules, and if required a Work Breakdown Structure (WBS) chart. This description shall include a schedule of resources including proposed subcontractors and related tasks, including an explanation of how tasks will be completed.
 - Identification of those activities or phases that can be completed independently or simultaneously versus those that must be completed before another activity or phase can commence.
 - The personnel resources, including those of subcontractors, and estimated hours to complete the task.
 3. The TO Manager will review the response and will either approve the work or contact the TO Contractor to obtain additional information, clarification or revision to the work. If satisfied, the TO Manager will then email the TO Contractor with approval to proceed.

2.11 REQUIRED POLICIES, GUIDELINES, METHODOLOGIES

The TO Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting information technology projects, which may be created or changed periodically. The TO Contractor shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards and guidelines affecting project execution. These may include, but are not limited to:

- The State's SDLC methodology at: www.dbm.maryland.gov - keyword: SDLC.
- The State Information Technology Security Policy and Standards at: www.dbm.maryland.gov - keyword: Security Policy.
- The State Information Technology Project Oversight at: www.dbm.maryland.gov - keyword: IT Project Oversight.
- The State of Maryland Enterprise Architecture at www.dbm.maryland.gov - keyword: MTAF Guiding Principles.

2.12 PREMISES AND OPERATIONAL SECURITY

- Prior to commencement of work, TO Contractor employees and subcontractors to be assigned to perform work under the resulting Contract shall be required to submit background check certification to MDTA from recognized Law Enforcement Agencies, including the FBI. (See Attachment 12: Criminal Background Check Affidavit).
- TO Contractor shall be responsible for ensuring that its employees' and subcontractors' background check certifications are renewed annually, and at the sole expense to the TO Contractor.
- MDTA reserves the right to disqualify any TO Contractor employees or subcontractors whose background checks suggest conduct, involvements, and/or associations that MDTA determines, in its sole discretion, may be inconsistent with the performance and/or security requirements set forth in this TORFP. MDTA reserves the right to perform additional background checks on TO Contractor and subcontractor employees.
- Further, TO Contractor employees may be subject to random security checks during entry and leaving State secured areas. The State reserves the right to require TO Contractor employees to be accompanied while in secured premises.
- TO Contractor shall require its employees to follow the State of Maryland and Maryland Transportation Information Technology Security Policy and Standards throughout the term of the Contract.
- The State reserves the right to request that the TO Contractor submit proof of employment authorization of non-United States Citizens, prior to commencement of work under the resulting Contract.
- TO Contractor shall remove any employee from working on the resulting Contract where the State of Maryland provides evidence to the Contractor that said employee has not adhered to the security requirements specified herein.
- The cost of complying with all security requirements specified herein are the sole responsibilities and obligations of the contractor and its subcontractors and no such costs shall be passed through to or reimbursed by the State or any of its agencies or units.
- The TO Manager will approve in writing any Offeror personnel assigned to work on this project before the performance of work.

2.13 PERFORMANCE CRITERIA

2.13.1 Performance Evaluation

TO Contractor Personnel will be evaluated by the TO Manager or designated supervisor on an annual basis for each assignment performed during that period. TO Manager will meet TO Contractor to review contract and evaluate TO Contractor personnel performance. Performance issues identified by the agency are subject to the mitigation process described in Section 2.13.2 below.

2.13.2 Non Performance of Personnel

In the event that MDTA is dissatisfied with the TO Contractor Personnel for not performing to the standards specified in this TORFP, the TO Contractor Personnel may be removed at the TO Manager's discretion.

Non performance includes but is not limited to frequent missed deadlines, rework, underestimation of labor and or cost due to the lack of professional analysis and implementation approach, gold plating, errors and omissions.

Replacement personnel must be approved by the TO Manager and have qualifications equal to or greater than that of the non-performing person initially proposed and evaluated and accepted in the TO Agreement. The TO Manager will determine the amount of time the TO Contractor has to provide a replacement.

2.13.3 Substitution of Personnel

The TO Contractor shall propose only staff who are available at the time of the TO Proposal and that satisfy the personnel qualifications specified in the Master Contract. In addition, the TO Contractor shall abide by the substitution of personnel requirements in the Master Contract.

2.13.4 Professional Development

Technology and software products continuously change. The TO Contractor must ensure continuing education opportunities for the personnel provided. The time allocated to these continuing education activities for staff deployed to MDTA may not be charged to this task order. Actual course costs are also the responsibility of the TO Contractor.

2.14 **INVOICING**

The TO Contractor shall submit invoices for payment on a monthly basis by the 15th day of each month for **all** work completed in the previous calendar month. Supporting invoice backup and status report should be submitted along with invoice for payment.

2.14.1 Invoice Frequency

Invoices shall be submitted monthly on or before the 15th day of the month. Invoices will reflect costs for hours worked indicated in the accompanying weekly status reports (See Section 2.6. reports, above). Upon verification and acceptance of the invoices by the TO Manager, payment will be made to the TO Contractor. Payment of invoices will be withheld if any required documentation is not submitted.

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

2.14.2 Invoice Submission Procedure

This procedure consists of the following requirements and steps:

- A W-9 form must be completed before or with the submission of the first invoice.
- The invoice shall identify Maryland Transportation Authority as the TO Requesting Agency; contain a deliverable description, associated TO Agreement number, date of invoice, period of performance covered by the invoice, Contractor FEIN, and a TO Contractor point of contact with telephone number.
- The invoice shall have attached sufficient detail to identify daily hours spent by individual person, on each individual task or project, such that aggregate reports over time may be maintained.
- The TO Contractor shall send an original of each invoice and supporting documentation (itemized billing reference for employees and any subcontractor and detail of work hours) submitted for payment to the Maryland Transportation Authority at the following address e-

mail addresses:

schen@MDTA.state.md.us
dstewart@MDTA.state.md.us

- 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.

2.15 SECURITY AND CONFIDENTIALITY

The TO Contractor shall adhere to and ensure compliance with the State of Maryland and the Maryland Transportation Authority’s Information Technology Security Policies and Standards. These policies may be revised from time to time and the TO Contractor shall comply with all such revisions. A copy of the most recent document can be found on the Maryland Department of Budget and Management’s web page at www.dbm.maryland.gov under Technology.

The TO Contractor Personnel will be required to sign the MDOT Security Advisory, MDTA Non-disclosure agreement, and abide by MDTA Internet and e-mail Use Policy. Additionally, if the contractor requires third party connectivity to the MDOT Network, the TO Contractor will be required to sign the MDOT Terms and Conditions for Third Party Remote Access.

Information and information technology systems are essential assets of the State of Maryland. They are vital to the citizens of the State. Information assets are critical to the services that agencies provide to citizens, businesses, educational institutions, as well as, to local and federal government entities and to other State agencies. All information created with State resources for State operations is the property of the State of Maryland. All agencies, employees, and contractors of the State are responsible for protecting information from unauthorized access, modification, disclosure and destruction.

All employees, contractors, and contract personnel are responsible for:

- Being aware of their responsibilities for protecting IT assets of the State
- Exercising due diligence in carrying out the IT Security Policy
- Being accountable for their actions relating to their use of all IT Systems
- Using IT resources only for intended purposes as defined by policies, laws and regulations of the State.

2.16 BACKUP / DISASTER RECOVERY

To ensure the safety of MDTA documents TO Contractor Personnel are required to save and store all project information, files and data on the designated MDTA share drive and folder, such as but not limited to Project Plans, Work Breakdown Structures, monthly status reports, weekly status reports, meeting minutes, requirements, documentation, and all other written documents relating to any assigned project or work.

2.17 MBE PARTICIPATION REPORTS

Monthly reporting of MBE participation is required in accordance with the terms and conditions of the CATS II Master Contract by the 10th day of each month. The TO Contractor shall provide a completed MBE Participation form (Attachment 2, Form D-5) to MDTA at the same time the invoice copy is sent. The TO Contractor shall ensure that each MBE Subcontractor provides a completed MBE Participation Form (Attachment 2, Form D-6). Subcontractor reporting shall be sent directly from the subcontractor to MDTA. MDTA 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.

SECTION 3 - TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1 REQUIRED RESPONSE

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

3.2.1 TECHNICAL PROPOSAL

A) Proposed Services – Work Plan

- 1) Requirements: A detailed discussion of the Master Contractor’s understanding of the work; and the Master Contractor’s capabilities, approach and solution to address the requirements outlined in Section 2 Scope of Work.
- 2) Assumptions: A description of any assumptions formed by the Master Contractor in developing the Technical Proposal.
- 3) Acceptance Criteria: A statement acknowledging the Master Contractor’s understanding of the acceptance criteria.
- 4) To be considered responsive, the proposal must address all issues addressed in this TORFP.
- 5) To be considered responsive, the proposal response must be organized and presented in the same order as this TORFP, acknowledging or responding to every section of this TORFP, in the same numbered sequence.

A) Proposed Personnel

- 1) Identify and provide resumes for all proposed personnel by labor category. The resume should feature prominently the proposed personnel’s skills and experience as they relate to the Master Contractor’s proposed solution and Section 2 – Scope of Work.
- 2) Document that all proposed personnel meet the minimum required qualifications and possess the required certifications (submit certificates with resumes).
- 3) Provide the names and titles of the Master Contractor’s management staff who will supervise the personnel and quality of services rendered under this TOA.
- 4) Complete and provide Attachment 5 – Labor Category Personnel Resume Summary

B) MBE Participation

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

C) Subcontractors

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

D) Master Contractor and Subcontractor Experience and Capabilities

- 1) Provide up to three examples of projects or contracts the Master Contractor has completed that were similar to Section 2 - Scope of Work. Each example must include contact information for the client organization complete with the following:
 - A) Name of organization.
 - B) Point of contact name, title, telephone number, and e-mail address.
 - C) Services provided as they relate to Section 2 - Scope of Work.
 - D) Names of the proposed personnel providing these services
 - E) Start and end dates for each example project or contract. If the Master Contractor is no longer providing the services, explain why not. (MM/YY-MM/YY)
- 2) State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any entity of the State of Maryland. For each identified contract, the Master Contractor shall provide:
 - a) Name of organization.
 - b) The State employee contact person (name, title, telephone number and e-mail address).
 - c) A brief description of the services/goods provided.
 - d) Start and end dates of the contract. If the Master Contractor is no longer providing the services, explain why not.(MM/YY-MM/YY)
 - e) Dollar value of the contract.
 - f) Whether the contract was terminated before the original expiration date.
 - g) Whether any renewal options were not exercised.

Note: State of Maryland experience can be included as part of Section 3 above as project or contract experience. State of Maryland experience is neither required nor give more weight in proposal evaluations.

E) Proposed Facility

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

F) State Assistance

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

G) Confidentiality

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

3.2.2 FINANCIAL RESPONSE

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

- C) The Offeror should indicate on Attachment 1 the name of each resource proposed, appropriate Labor Category being proposed for each resource, and a Fixed Hourly Labor Category Rate.
- D) Proposed rates are not to exceed the rates defined in the Master Contract. Proposed rates must be fully loaded hourly rates including travel, etc.
- E) There will be no travel reimbursement.

SECTION 4 - TASK ORDER AWARD PROCESS

4.1 **EVALUATION CRITERIA**

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

4.2 **TECHNICAL CRITERIA**

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

- A) Experience of the TO Contractor's proposed personnel performing the duties and responsibilities required in Section 2.5 Tasks to be Completed by TO Contractor Personnel.
- B) The TO Contractor's understanding of the work to be accomplished
- C) TO Contractor experience providing business process and/or solution advice, user support and project coordination and/or management.
- D) TO Contractor customer (current and former) satisfaction based on MDTA interview
- E) TO Contractor's ability to meet MDTA's training requirements for staff

4.3 **SELECTION PROCEDURES**

- Proposed personnel will be assessed for compliance with the minimum qualifications in Section 2.3 TO Contractor Minimum Qualifications of the TORFP.
- Master Contractor's proposed personnel who fail to meet the minimum qualifications will be disqualified and their proposals eliminated from further consideration.
- TO Proposals deemed technically qualified will have their financial proposal considered. All others will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.
- The State will require interviews with all qualified personnel proposed by each of the qualified Master Contractors.
 - A. Contingent on the total number of proposals received, the State will begin conducting interviews only on proposals that are deemed to have met the minimum qualifications and sufficiently responded to all deliverables outline in the specification.
 - B. The number of days for interviews will be dependent upon the number of proposals received.
 - C. The TO Manager will notify all Master Contractors by email of specific dates and contact information for scheduling.
 - D. Master Contractors must ensure that proposed personnel will be available for the interview in order for their technical proposals to be considered for award.
- Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.
- The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment.

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

Commencement of work in response to a TOA shall be initiated only upon issuance of a fully executed TOA, a Non-Disclosure Agreement (To Contractor), a Purchase Order, Notice to Proceed authorized by the TO Manager- Attachment 7 (sample), and Criminal Background Check Affidavits – Attachment #13.

ATTACHMENT 1 – PRICE PROPOSAL FORMAT

PRICE PROPOSAL FOR CATS II TORFP # J01B9200036

LABOR CATEGORIES

RATES LISTED SHALL BE FULLY LOADED RATES.

Labor Categories <i>(Master Contractor to determine the Labor Category, and number of Resources needed to accomplish the maximum of 4,500 hour Annually.)</i>		A	B	C
		Fully Loaded Hourly Labor Rate	Total Annual Class Hours Shall not exceed 4,500 hours per Contract Year	Total Proposed CATS II TORFP Price
Period 1 (NTP – May 31, 2012)				
<i>Resource Name</i>	<i>Insert Labor Category</i>	\$		\$
<i>Resource Name</i>	<i>Insert Labor Category</i>	\$		\$
<i>Resource Name</i>	<i>Insert Labor Category</i>	\$		\$
<i>Resource Name</i>	<i>Insert Labor Category</i>	\$		\$
		Total Hours	4,500	
Total Cost Period #1				\$
Period 2 (Jun. 1, 2012 – May 31, 2013)				
<i>Resource Name</i>	<i>Insert Labor Category</i>	\$		\$
<i>Resource Name</i>	<i>Insert Labor Category</i>	\$		\$
<i>Resource Name</i>	<i>Insert Labor Category</i>	\$		\$
<i>Resource Name</i>	<i>Insert Labor Category</i>	\$		\$
		Total Hours	4,500	
Total Cost Period #2				\$
Period 3 (Jun. 1, 2013 – May 31, 2014)				
<i>Resource Name</i>	<i>Insert Labor Category</i>	\$		\$
<i>Resource Name</i>	<i>Insert Labor Category</i>	\$		\$
<i>Resource Name</i>	<i>Insert Labor Category</i>	\$		\$
<i>Resource Name</i>	<i>Insert Labor Category</i>	\$		\$

	Total Hours	4,500	
Total Cost Period #3			\$
Total T & M Costs (NTP through May 31, 2014)			\$

 Authorized Individual Name

 Company Name

 Title

 Company Tax ID #

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

SUBMIT WITH THE FINANCIAL RESPONSE

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

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

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

1. MBE Participation (PLEASE CHECK ONLY ONE)

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

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

OR

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

2. Additional MBE Documentation

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

- (a) Outreach Efforts Compliance Statement (MDOT MBE Form C - State-Funded Contracts);
- (b) Subcontractor Project Participation Statement (MDOT MBE Form D - State-Funded Contracts);

- (c) MBE Waiver Request documentation per COMAR 21.11.03.11 (if waiver was requested);
and
- (d) Any other documentation required by the Procurement Officer to ascertain bidder's responsibility/ offeror's susceptibility of being selected for award in connection with the certified MBE participation goal and subgoals, if any.

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

MDOT MBE FORM B
STATE-FUNDED CONTRACTS
MBE PARTICIPATION SCHEDULE

PART 1 – INSTRUCTIONS FOR MBE PARTICIPATION SCHEDULE

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

PAGE 1 OF 2

***** STOP *****

FORM INSTRUCTIONS
PLEASE READ BEFORE COMPLETING THIS FORM

1. Please refer to the Maryland Department of Transportation (MDOT) MBE Directory at www.mdot.state.md.us 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.
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.

MDOT MBE FORM B
STATE-FUNDED CONTRACTS
MBE PARTICIPATION SCHEDULE

PART 1 – INSTRUCTIONS FOR MBE PARTICIPATION SCHEDULE

PAGE 2 OF 2

- D. Is the firm certified as a manufacturer (refer to the firm’s NAICS Code and specific description of products/services) of the products/supplies to be provided? If the answer is NO, please continue to Item E. If the answer is YES, for purposes of achieving the MBE participation goal, you may count the total amount of the subcontract. For Column 3 of the MBE Participation Schedule, please divide the total amount of the subcontract by the total Contract value and insert the percentage in Line 3.1.
- E. Is the firm certified as a supplier, wholesaler and/or regular dealer? If the answer is YES and the MBE firm is furnishing and installing the materials and is certified to perform these services, please divide the total subcontract amount (including full value of supplies) by the total Contract value and insert the percentage in Line 3.1. If the answer is YES and the MBE firm is only being used as a supplier, wholesaler and/or regular dealer or is not certified to install the supplies/materials, for purposes of achieving the MBE participation goal, you may only count sixty percent (60%) of the value of the subcontract for these supplies/products (60% Rule). To apply the 60% Rule, first divide the amount of the subcontract for these supplies/products only (not installation) by the total Contract value. Then, multiply the result by sixty percent (60%) and insert the percentage in Line 3.2.
7. For each MBE firm that **is not** being used as a supplier/wholesaler/regular dealer/broker/manufacturer, to calculate the **amount of the subcontract for purposes of achieving the MBE participation goals**, divide the total amount of the subcontract by the total Contract value and insert the percentage in Line 3.1.

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

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

GOAL/SUBGOAL WORKSHEET	
Total African American Firm Participation (Add percentages listed for African American-Owned Firms in Column 3 of MBE Participation Schedule)	(A) _____%
Total Hispanic American Firm Participation (Add percentages listed for Hispanic American-Owned Firms in Column 3 of MBE Participation Schedule)	(B) _____%
Total Asian American Firm Participation (Add percentages listed for Asian American-Owned Firms in Column 3 of MBE Participation Schedule)	(C) _____%
Total Women-Owned Firm Participation (Add percentages listed for Women-Owned Firms in Column 3 of MBE Participation Schedule)	(D) _____%
Total for all other MBE Firms (Add percentages for firms listed as Other MBE Classification in Column 3 of the MBE Participation Schedule)	(E) _____%

Total MBE Firm Participation (Add percentages listed for all MBE Firms in Column 3 of MBE Participation Schedule)	(F) _____%
The percentage amount in Box F should be equal to the sum of the percentage amounts in Boxes A through E.	

**MDOT MBE FORM B
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.

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Prime Contractor	Project Description	1. 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 A – State Funded Contracts for this solicitation, the cumulative MBE participation for all MBE firms listed herein must equal at least the MBE participation goal <u>and</u> subgoals set forth in Form A.
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 DBE firm is being used as a wholesaler, supplier, or regular dealer. For items of work where the MBE firm is being used as a supplier, wholesaler and/or regular dealer, complete Line 3.2 using the 60% Rule.
<input type="checkbox"/> Please check if MBE firm is a third-tier contractor (if applicable). Please submit written documents in accordance with Section 5 of Part 1 - Instructions	Certification Number: <hr/> (If dually certified, check only one box.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification <hr/>	3.1. TOTAL PERCENTAGE TO BE PAID TO THE SUBCONTRACTOR (STATE THIS PERCENTAGE AS A PERCENTAGE OF THE TOTAL CONTRACT VALUE- EXCLUDING PRODUCTS/SERVICES FROM SUPPLIERS, WHOLESALERS OR REGULAR DEALERS). _____% (Percentage for purposes of calculating achievement of MBE Participation goal and subgoals, if any) 3.2 TOTAL PERCENTAGE TO BE PAID TO THE SUBCONTRACTOR FOR ITEMS OF WORK WHERE THE MBE FIRM IS BEING USED AS A SUPPLIER, WHOLESALER AND/OR REGULAR DEALER) (STATE THE PERCENTAGE AS A PERCENTAGE OF THE TOTAL CONTRACT VALUE AND THEN APPLY THE 60% RULE PER SECTION 6(E) IN PART 1 - INSTRUCTIONS). _____% Total percentage of Supplies/Products x _____ 60% (60% Rule)

		<u> </u> % (Percentage for purposes of calculating achievement of MBE Participation goal and subgoals, if any)
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Please check if Continuation Sheets are attached.

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

PAGE ___ OF ___

Prime Contractor	Project Description	2. 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 A – State Funded Contracts for this solicitation, the cumulative MBE participation for all MBE firms listed herein must equal at least the MBE participation goal <u>and</u> subgoals set forth in Form A.
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 DBE firm is being used as a wholesaler, supplier, or regular dealer. For items of work where the MBE firm is being used as a supplier, wholesaler and/or regular dealer, complete Line 3.2 using the 60% Rule.
<input type="checkbox"/> Please check if MBE firm is a third-tier contractor (if applicable). Please submit written documents in accordance with Section 5 of Part 1 - Instructions	Certification Number: <hr/> (If dually certified, check only one box.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification <hr/>	3.1. TOTAL PERCENTAGE TO BE PAID TO THE SUBCONTRACTOR (STATE THIS PERCENTAGE AS A PERCENTAGE OF THE TOTAL CONTRACT VALUE- EXCLUDING PRODUCTS/SERVICES FROM SUPPLIERS, WHOLESALERS OR REGULAR DEALERS). _____% (Percentage for purposes of calculating achievement of MBE Participation goal and subgoals, if any) 3.2 TOTAL PERCENTAGE TO BE PAID TO THE SUBCONTRACTOR FOR ITEMS OF WORK WHERE THE MBE FIRM IS BEING USED AS A SUPPLIER, WHOLESALER AND/OR REGULAR DEALER) (STATE THE PERCENTAGE AS A PERCENTAGE OF THE TOTAL CONTRACT VALUE AND THEN APPLY THE 60% RULE PER SECTION 6(E) IN PART 1 - INSTRUCTIONS). _____% Total percentage of Supplies/Products x _____ 60% (60% Rule) _____% (Percentage for purposes of calculating achievement of MBE Participation goal and subgoals, if any)

Please check if Continuation Sheets are attached.

MDOT MBE FORM B
STATE-FUNDED CONTRACTS
MBE PARTICIPATION SCHEDULE

PART 3 – CERTIFICATION FOR MBE PARTICIPATION SCHEDULE

3.

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

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

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

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

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

Company Name

Signature of Representative

Address

Printed Name and Title

City, State and Zip Code

Date

SUBMIT AS A .PDF FILE WITH TO RESPONSE

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

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

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

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

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

4. Please Check One:

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

5. Please Check One:

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

Company Name

Signature of Representative

Address

Printed Name and Title

City, State and Zip Code

Date

SUBMIT AS A .PDF FILE WITH TO RESPONSE

MDOT MBE FORM D
STATE-FUNDED CONTRACTS
MBE SUBCONTRACTOR PROJECT PARTICIPATION AFFIDAVIT

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

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

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

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

PRIME CONTRACTOR	SUBCONTRACTOR (SECOND-TIER)	SUBCONTRACTOR (THIRD-TIER)
Signature of Representative: _____	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

ATTACHMENT 3 – TASK ORDER AGREEMENT

CATS II TORFP# J01B9200036 OF MASTER CONTRACT #060B9800035

This Task Order Agreement (“TO Agreement”) is made this day of Month, 200X by and between Task Order Contractor (TO Contractor) and the STATE OF MARYLAND, Maryland Transportation Authority, Division of Finance.

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

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
 - a. “Agency” means the Maryland Transportation Authority, Division of Finance, as identified in the CATS II TORFP # J01B9200036.
 - b. “CATS II TORFP” means the Task Order Request for Proposals # J01B9200036, dated MONTH DAY, YEAR, including any addenda.
 - c. “Master Contract” means the CATS II Master Contract between the Maryland Department of Information Technology and TO Contractor dated June 1, 2009.
 - d. “TO Procurement Officer” means Joy Abrams. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
 - e. “TO Agreement” means this signed TO Agreement between Maryland Transportation Authority, Division of Finance, and TO Contractor.
 - f. “TO Contractor” means the CATS II Master Contractor awarded this TO Agreement, whose principal business address is _____.
 - g. “TO Manager(s)” means Steven Chen of the Agency. The Agency may change the TO Manager(s) at any time by written notice to the TO Contractor.
 - h. “TO Proposal - Technical” means the TO Contractor’s technical response to the CATS II TORFP dated date of TO Proposal – Technical.
 - i. “TO Proposal – Financial” means the TO Contractor’s financial response to the CATS II TORFP dated date of TO Proposal - Financial.
 - j. “TO Proposal” collectively refers to the TO Proposal – Technical and TO Proposal – Financial.
1. Scope of Work
 - 1.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supersede the Master Contract.
 - 1.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS II 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 II TORFP

- c. Exhibit B – TO Proposal-Technical
- d. Exhibit C – TO Proposal-Financial

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

2. 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 II TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of _____, commencing on the date of Notice to Proceed and terminating on Month Day, Year.

3. Consideration and Payment

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

3.2 Payments to the TO Contractor shall be made as outlined Section 2 of the CATS II 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 hereinabove set forth.

TO Contractor Name

By: Type or Print TO Contractor POC

Date

Witness: _____

STATE OF MARYLAND, Maryland Transportation Authority, Division of Finance,

By: Joy Abrams, TO Procurement Officer

Date

Witness: _____

ATTACHMENT 4 – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

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

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

Date: _____ By: _____

(Authorized Representative and Affiant)

SUBMIT AS A PDF FILE WITH TO RESPONSE

ATTACHMENT 5 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY

INSTRUCTIONS:

1. Master Contractors must comply with all personnel requirements under the Master Contract RFP 060B9800035.
2. Only labor categories proposed in the Master Contractors Financial Proposal may be proposed under the CATS II 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 6 – DIRECTIONS
TO THE PRE-TO PROPOSAL CONFERENCE

Driving directions for MDOT Headquarters
7201 Corporate Center Dr.
Hanover, Md. 21076
To be Determined prior to solicitation

Due to Space Limitations and the potential for a large number of contractors attending, please limit attendance to one (1) person from each prime interested in submitting a proposal.

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 ¾ 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 ¾ 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

ATTACHMENT 7 – NOTICE TO PROCEED

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS II Task Order Agreement #J01B9200036

Dear TO Contractor Contact:

This letter is your official Notice to Proceed as of Month Day, Year, for the above-referenced Task Order Agreement. TO Manager of the TO Requesting Agency will serve as your contact person on this Task Order. TO Manager can be reached at telephone # and email address.

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

Sincerely,

TO Manager

Task Order Procurement Officer

Enclosures (2)

cc: TO Procurement Officer

Procurement Liaison Office, Department of Information Technology

Project Management Office, Department of Information Technology

ATTACHMENT 8 – NON-DISCLOSURE AGREEMENT (OFFEROR)

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

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS II TORFP #J02B9200075 for Project Management Resources. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to _____. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as “Confidential Information”. As a condition for its receipt and access to the Confidential Information described above, the OFFEROR agrees as follows:

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

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

SUBMIT AS REQUIRED IN SECTION 0 OF THE TORFP

ATTACHMENT 9 – NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

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

RECITALS

WHEREAS, the TO Contractor has been awarded a Task Order Agreement (the “TO Agreement”) for **Technical and User Support for Microsoft Dynamics SL software**. TORFP No. J01B9200036 dated _____, (the “TORFP”) issued under the Consulting and Technical Services procurement issued by the Department, Project Number 060B9800035; and

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

TO Requesting Agency:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SUBMIT AS REQUIRED IN SECTION 0 OF THE TORFP

ATTACHMENT 10 – TO CONTRACTOR SELF-REPORTING CHECKLIST

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

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

<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 MBE goal as a percentage of the TO value? (If there is no MBE goal, skip to Section 5) _____ %</p>
<p>B) Are MBE reports D-5 and D-6 submitted monthly? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____</p>
<p>C) What is the actual MBE percentage to date? (divide the dollar amount paid to date to the MBE by the total amount paid to date on the TO) _____ % (Example - \$3,000 was paid to date to the MBE sub-contractor; \$10,000 was paid to date on the TO; the MBE percentage is 30% (3,000 ÷ 10,000 = 0.30))</p>
<p>D) Is this consistent with the planned MBE percentage at this stage of the project? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____</p>
<p>E) Has the Master Contractor expressed difficulty with meeting the MBE goal? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>(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 11 – 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:

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

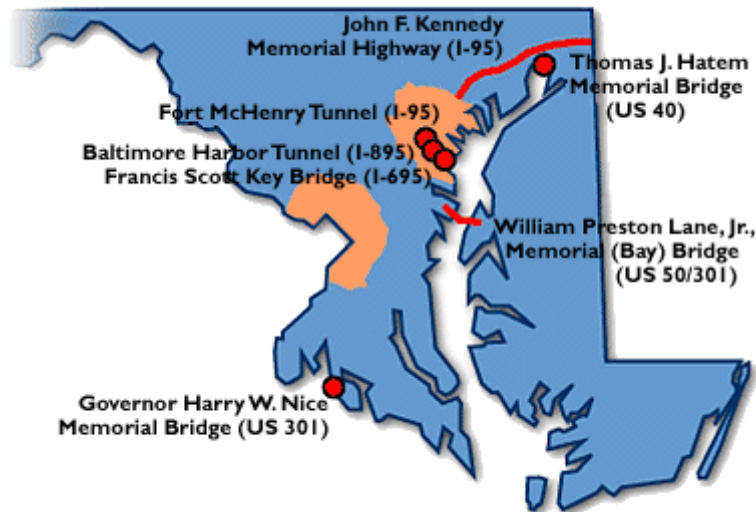
Signature

Date

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
=====	_____	_____

ATTACHMENT 12- MDTA TOLL FACILITY LOCATIONS

Toll Facility Locations



John F. Kennedy Memorial Highway (I-95)

The John F. Kennedy Memorial Highway is a 50-mile section of I-95 from the northern Baltimore City line to the Delaware state line. Tolls are collected only in the northbound direction at the 12-lane toll plaza, located one mile north of the Millard Tydings Memorial Bridge over the Susquehanna River.

Thomas J. Hatem Memorial Bridge (US 40)

The oldest of the Authority's facilities, this four-lane bridge opened in August 1940. It spans the Susquehanna River on US 40 between Havre de Grace and Perryville in northeast Maryland.

Fort McHenry Tunnel (I-95)

The world's widest, underwater-vehicular tunnel, the Fort McHenry Tunnel opened to traffic in November 1985. It connects the Locust Point and Canton areas of Baltimore, crossing under the Patapsco River just south of historic Fort McHenry.

Baltimore Harbor Tunnel (I-895)

The 1.4-mile, four-lane tunnel handled its first vehicles in November 1957 and is part of a 20-mile system of approach roadways and ramps. Designated I-895, the facility connects major north/south highways and many arterial routes in Baltimore City's industrial sections.

Francis Scott Key Bridge (I-695)

This outer crossing of the Baltimore harbor opened in March 1977 as the final link in I-695 (the Baltimore Beltway). Including the bridge and connecting roadways, the project is 10.9

miles in length. Other structures along the roadway include a dual-span drawbridge over Curtis Creek and an elevated viaduct that carries motorists through the Sparrow's Point area.

William Preston Lane Jr. Memorial (Bay) Bridge (US 50/301)

Often called the Bay Bridge, this 4.3-mile facility crosses the Chesapeake Bay as US 50/301. The bridge's dual spans provide a direct connection between recreational and ocean regions located on Maryland's Eastern Shore and the metropolitan areas of Baltimore, Annapolis and Washington, D.C.

Governor Harry W. Nice Memorial Bridge (US 301)

Opened in December 1940, this bridge is located on US 301 and extends 1.7 miles across the Potomac River from Newburg, MD, to Dahlgren, VA.

ATTACHMENT 13 - CRIMINAL BACKGROUND CHECK AFFIDAVIT

AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

- A. I hereby affirm that _____ (Master Contractor) _____ has complied with Section 2.4, Security Requirements of the Department of Information Technology's Consulting Technical Services Master Contract Number 060B9800035 (CATS II) hereto as Exhibit A

- B. I hereby affirm that the _____ (Master Contractor) _____ has provided _____ (Agency) _____ with a summary of the security clearance results for all of the candidates that will be working on Task Order _____ (Title and Number) _____ and all of these candidates have successfully passed all of the background checks required under Section 2.4.3.2 of the CATS II 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